

**WOODMOOR WATER AND SANITATION DISTRICT NO. 1**

**RULES AND REGULATIONS**

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>ARTICLE 1- GENERAL</b>	
1-1 Scope.....	<b>1-1</b>
1-2 Purpose.....	<b>1-1</b>
1-3 Rules of Construction.....	<b>1-1</b>
1-4 Amendments; Repeals; Additions.....	<b>1-1</b>
1-5 Severability.....	<b>1-2</b>
1-6 Incorporation of Standards By Reference.....	<b>1-2</b>
1-7 Fees, Rates, Tolls, Penalties or Charges.....	<b>1-2</b>
1-8 Perpetual Liens.....	<b>1-2</b>
1-9 Service Outside The District.....	<b>1-3</b>
1-10 District Water Service Policy.....	<b>1-3</b>
1-11 Supplemental Water Service Policy.....	<b>1-3</b>
<b>ARTICLE 2- DEFINITIONS.....</b>	<b>2-1</b>
<b>ARTICLE 3- OWNERSHIP/OPERATION OF FACILITIES</b>	
3-1 District System.....	<b>3-1</b>
3-2 Service Lines.....	<b>3-2</b>
3-3 Water Meters.....	<b>3-3</b>
<b>ARTICLE 4- APPLICATIONS AND PERMITS</b>	
4-1 Permits.....	<b>4-1</b>
4-2 Reissues.....	<b>4-3</b>
4-3 Taps.....	<b>4-3</b>
4-4 Installation Standards.....	<b>4-4</b>
4-4.5 Disconnection/Abandonment Standards.....	<b>4-5</b>
4-5 Tap Sizing.....	<b>4-5</b>
4-6 Demand Changes.....	<b>4-5</b>
4-7 Moved or Destroyed Buildings.....	<b>4-7</b>
4-8 Hydrant Permits.....	<b>4-7</b>
4-9 Fire Protection.....	<b>4-7</b>

<b>ARTICLE 5- CONDITIONS AND REQUIREMENTS OF SERVICE</b>		
5-1	Who May Use.....	5-1
5-2	Ability to Compel Connection.....	5-1
5-2.5	Ability to Compel Disconnection/ Abandonment.....	5-1
5-3	Duty to Report.....	5-1
5-4	Notice of Excavations.....	5-1
5-5	Other Systems Prohibited.....	5-1
5-6	Connection Required.....	5-2
5-7	Acceptance of Service.....	5-2
5-8	Joint Service.....	5-2
5-9	District Ownership of Treated Wastewater.....	5-2
5-10	Regulation Of The Use Of Public and Private Sewers And Drains, Private Sewage Disposal And Installment And Connection Of Building Sewers.....	5-2
5-11	Pretreatment/Industrial Waste Control Regulation.....	5-3
5-12	Water Conservation.....	5-3
5-13	Demand Management Program.....	5-3
 <b>ARTICLE 6- INCLUSIONS</b>		
6-1	General Policy.....	6-1
6-2	Water And Wastewater.....	6-1
6-3	Inclusion Conditions.....	6-1
6-4	Submittals Required to Initiate Inclusions.....	6-3
6-5	Inclusion Procedure.....	6-4
6-6	Inclusion Fees.....	6-5
6-7	Miscellaneous Provisions.....	6-5
6-8	Extra-Territorial Service.....	6-6
 <b>ARTICLE 7- SYSTEM IMPROVEMENTS AND EXPANSION</b>		
7-1	Policy.....	7-1
7-2	Approval Required; Improvements Agreement.....	7-1
7-3	Location.....	7-1
7-4	Deeded Rights-Of-Way And Easements.....	7-1
7-5	Right-Of-Way Acquisition Costs.....	7-2
7-6	Design And Construction.....	7-2
7-7	Deposit.....	7-2
7-8	Information Required To Be Submitted.....	7-2
7-9	Plan Review And Approval.....	7-3
7-10	Construction Observation.....	7-4
7-11	Conditional Acceptance.....	7-4
7-12	Maintenance And Repair.....	7-5
7-13	Acceptance For Maintenance (Final Acceptance).....	7-6
7-14	District Main Extensions.....	7-7
7-15	Oversizing; Reimbursement.....	7-7

**ARTICLE 8- FEES, RATES, TOLLS AND CHARGES**

8-1 Purpose..... 8-1  
8-2 Who Shall Pay..... 8-1  
8-3 System Tap Fees..... 8-1  
8-4 Administrative Fees..... 8-2  
8-5 Hydrant Use Fees..... 8-2  
8-6 Plan Review Fees..... 8-2  
8-7 Observation/Inspection Fees..... 8-2  
8-8 Inclusion Fees..... 8-3  
8-9 Special Services/Reimbursement Fees..... 8-3  
8-10 Disconnection Fees/Trip Charge..... 8-3  
8-10.5 Disconnection and Abandonment Fees..... 8-3  
8-11 Service Charges..... 8-3  
8-11.5 Renewable Water Investment Fee..... 8-4  
8-12 Availability Of Service Charge..... 8-4  
8-13 Meter Surcharge..... 8-4  
8-14 Cure Charges..... 8-4  
8-15 Civil Fines Passthrough..... 8-5  
8-16 Delinquency Charges; Collection Costs; Lien..... 8-5  
8-17 Withholding Approvals And Permits..... 8-5  
8-18 Violation Of Conservation Or Curtailment Order..... 8-5  
8-19 Non-Sufficiently Funded Checks..... 8-6

**ARTICLE 9- PROHIBITIONS**

9-1 General..... 9-1  
9-2 Separate Violations..... 9-3

**ARTICLE 10- ENFORCEMENT AND ADMINISTRATION**

10-1 Liability..... 10-1  
10-2 Right Of Entry For Inspections..... 10-1  
10-3 Suspension Or Termination Of Service..... 10-1  
10-4 Hearing And Appeal Procedures..... 10-2  
10-5 Cure Of Violations..... 10-4  
10-6 Appeals..... 10-4  
10-7 Penalty Charges..... 10-4  
10-8 Civil Damages And Injunctive Relief..... 10-7  
10-9 Remedies Cumulative..... 10-7

**ARTICLE 11- STANDARD SPECIFICATIONS..... 11-1**

<b>APPENDIX A</b>	Tap Application for Residential and Commercial Structures
<b>APPENDIX A-1</b>	Application for Modified Service
<b>APPENDIX A-2</b>	Application for Tap Abandonment Residential and Commercial Structures
<b>APPENDIX B</b>	Schedule of Fees, Rates, Toll and Charges
<b>APPENDIX C</b>	Worksheet for Sewer & Water Service for Commercial Buildings
<b>APPENDIX D</b>	Inclusion Petition Form
<b>APPENDIX E</b>	Regulation of the Use of Public and Private Sewers and Drains, Private Sewage Disposal and Installation and Connection of Building Sewers
<b>APPENDIX F</b>	Hydrant Use Permit
<b>APPENDIX G</b>	Cross Connection Control Regulations
<b>APPENDIX H</b>	Pretreatment/Industrial Waste Control Regulation
<b>APPENDIX I</b>	Construction Quality Control Standards, New Subdivisions
<b>APPENDIX J</b>	Supplemental Water Service Policy (Resolution 07-02)

**WOODMOOR WATER AND SANITATION DISTRICT NO. 1**

**RULES AND REGULATIONS**

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>ARTICLE 1- GENERAL</b>	
1-1 Scope.....	1-1
1-2 Purpose.....	1-1
1-3 Rules of Construction.....	1-1
1-4 Amendments; Repeals; Additions.....	1-1
1-5 Severability.....	1-2
1-6 Incorporation of Standards By Reference.....	1-2
1-7 Fees, Rates, Tolls, Penalties or Charges.....	1-2
1-8 Perpetual Liens.....	1-2
1-9 Service Outside The District.....	1-3
1-10 District Water Service Policy.....	1-3
1-11 Supplemental Water Service Policy.....	1-3
<b>ARTICLE 2- DEFINITIONS.....</b>	<b>2-1</b>
<b>ARTICLE 3- OWNERSHIP/OPERATION OF FACILITIES</b>	
3-1 District System.....	3-1
3-2 Service Lines.....	3-2
3-3 Water Meters.....	3-3
<b>ARTICLE 4- APPLICATIONS AND PERMITS</b>	
4-1 Permits.....	4-1
4-2 Reissues.....	4-3
4-3 Taps.....	4-3
4-4 Installation Standards.....	4-4
4-4.5 Disconnection/Abandonment Standards.....	4-5
4-5 Tap Sizing.....	4-5
4-6 Demand Changes.....	4-5
4-7 Moved or Destroyed Buildings.....	4-7
4-8 Hydrant Permits.....	4-7
4-9 Fire Protection.....	4-7

**ARTICLE 5- CONDITIONS AND REQUIREMENTS OF SERVICE**

5-1	Who May Use.....	5-1
5-2	Ability to Compel Connection.....	5-1
5-2.5	Ability to Compel Disconnection/ Abandonment.....	5-1
5-3	Duty to Report.....	5-1
5-4	Notice of Excavations.....	5-1
5-5	Other Systems Prohibited.....	5-1
5-6	Connection Required.....	5-2
5-7	Acceptance of Service.....	5-2
5-8	Joint Service.....	5-2
5-9	District Ownership of Treated Wastewater.....	5-2
5-10	Regulation Of The Use Of Public and Private Sewers And Drains, Private Sewage Disposal And Installment And Connection Of Building Sewers.....	5-2
5-11	Pretreatment/Industrial Waste Control Regulation.....	5-3
5-12	Water Conservation.....	5-3
5-13	Demand Management Program.....	5-3

**ARTICLE 6- INCLUSIONS**

6-1	General Policy.....	6-1
6-2	Water And Wastewater.....	6-1
6-3	Inclusion Conditions.....	6-1
6-4	Submittals Required to Initiate Inclusions.....	6-3
6-5	Inclusion Procedure.....	6-4
6-6	Inclusion Fees.....	6-5
6-7	Miscellaneous Provisions.....	6-5
6-8	Extra-Territorial Service.....	6-6

**ARTICLE 7- SYSTEM IMPROVEMENTS AND EXPANSION**

7-1	Policy.....	7-1
7-2	Approval Required; Improvements Agreement.....	7-1
7-3	Location.....	7-1
7-4	Deeded Rights-Of-Way And Easements.....	7-1
7-5	Right-Of-Way Acquisition Costs.....	7-2
7-6	Design And Construction.....	7-2
7-7	Deposit.....	7-2
7-8	Information Required To Be Submitted.....	7-2
7-9	Plan Review And Approval.....	7-3
7-10	Construction Observation.....	7-4
7-11	Conditional Acceptance.....	7-4
7-12	Maintenance And Repair.....	7-5
7-13	Acceptance For Maintenance (Final Acceptance).....	7-6
7-14	District Main Extensions.....	7-7
7-15	Oversizing; Reimbursement.....	7-7

**ARTICLE 8- FEES, RATES, TOLLS AND CHARGES**

8-1	Purpose.....	8-1
8-2	Who Shall Pay.....	8-1
8-3	System Tap Fees.....	8-1
8-4	Administrative Fees.....	8-2
8-5	Hydrant Use Fees.....	8-2
8-6	Plan Review Fees.....	8-2
8-7	Observation/Inspection Fees.....	8-2
8-8	Inclusion Fees.....	8-3
8-9	Special Services/Reimbursement Fees.....	8-3
8-10	Disconnection Fees/Trip Charge.....	8-3
8-10.5	Disconnection and Abandonment Fees.....	8-3
8-11	Service Charges.....	8-3
8-12	Availability Of Service Charge.....	8-4
8-13	Meter Surcharge.....	8-4
8-14	Cure Charges.....	8-4
8-15	Civil Fines Passthrough.....	8-5
8-16	Delinquency Charges; Collection Costs; Lien.....	8-5
8-17	Withholding Approvals And Permits.....	8-5
8-18	Violation Of Conservation Or Curtailment Order.....	8-5
8-19	Non-Sufficiently Funded Checks.....	8-6

**ARTICLE 9- PROHIBITIONS**

9-1	General.....	9-1
9-2	Separate Violations.....	9-3

**ARTICLE 10- ENFORCEMENT AND ADMINISTRATION**

10-1	Liability.....	10-1
10-2	Right Of Entry For Inspections.....	10-1
10-3	Suspension Or Termination Of Service.....	10-1
10-4	Hearing And Appeal Procedures.....	10-2
10-5	Cure Of Violations.....	10-4
10-6	Appeals.....	10-4
10-7	Penalty Charges.....	10-4
10-8	Civil Damages And Injunctive Relief.....	10-7
10-9	Remedies Cumulative.....	10-7

**ARTICLE 11- STANDARD SPECIFICATIONS..... 11-1**

<b>APPENDIX A</b>	Tap Application for Residential and Commercial Structures
<b>APPENDIX A-1</b>	Application for Modified Service
<b>APPENDIX A-2</b>	Application for Tap Abandonment Residential and Commercial Structures
<b>APPENDIX B</b>	Schedule of Fees, Rates, Toll and Charges
<b>APPENDIX C</b>	Worksheet for Sewer & Water Service for Commercial Buildings
<b>APPENDIX D</b>	Inclusion Petition Form
<b>APPENDIX E</b>	Regulation of the Use of Public and Private Sewers and Drains, Private Sewage Disposal and Installation and Connection of Building Sewers
<b>APPENDIX F</b>	Hydrant Use Permit
<b>APPENDIX G</b>	Cross Connection Control Regulations
<b>APPENDIX H</b>	Pretreatment/Industrial Waste Control Regulation
<b>APPENDIX I</b>	Construction Quality Control Standards, New Subdivisions
<b>APPENDIX J</b>	Supplemental Water Service Policy



## ARTICLE 1

### GENERAL

1-1 SCOPE: These Rules and Regulations are promulgated pursuant to the authority granted in Section 32-1-1001(1)(m), C.R.S., as Rules and Regulations governing the operations of the District, and shall supersede and have priority over any and all former Rules and Regulations of the District.

1-2 PURPOSE: The purpose of these Rules and Regulations is to provide for the orderly financing, control, construction, management and operation of the District system, including additions, extensions and connections thereto. The Rules and Regulations are necessary for the protection of the health, safety and welfare of the residents and the property owners of the District and regulate the distribution of water and the collection of wastewater.

1-3 RULES OF CONSTRUCTION: It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part hereof is separate and distinct from other parts. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or any law which may subsequently be enacted. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all persons subject to these Rules and Regulations now or in the future.

These Rules and Regulations constitute guidelines for the benefit of the District and must be complied with by all customers, property owners and developers absent receipt of a proper written waiver. No customer, property owner or developer shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District.

1-4 AMENDMENTS; REPEALS; ADDITIONS: Additions and amendments to and repeals and reenactments of any of the provisions of these Rules and Regulations shall be made by resolution of the Board, who shall take such action by specific reference to the Article, Part or Section number hereof. The Board shall retain the power to amend these Rules and Regulations as it deems appropriate. Neither notice of such amendment nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification or waiver powers. The District has the power to revise its Rules and Regulations from time to time by formal action of the Board and has authority to waive the application of its Rules and Regulations to its own activities and the activities of others. Supplemental policies of the District may be adopted from time to time in order to assist the Board and its consultants in managing the affairs of the District. The Board shall have the sole authority to waive, suspend or modify these Rules and Regulations. No refusal, failure or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver or deviation herefrom or from any grant of power, duty or responsibility or any limitation or restriction upon the Board or the District by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other persons. Any express waiver of the Rules

and Regulations by the District shall not be deemed as an amendment of the Rules and Regulations. Further, no waiver shall be deemed a continuing waiver.

1-5 SEVERABILITY: Should any one or more Articles of these Rules and Regulations be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

1-6 INCORPORATION OF STANDARDS BY REFERENCE:

1-6-1 District System Specifications:

The System Specifications of the District, are hereby incorporated into these Rules and Regulations by reference, in all particulars, and made a part hereof as if set forth herein verbatim. Any reference herein to these Rules and Regulations shall be deemed to include all provisions of the System Specifications, Article 11, as well as the provisions of these Rules and Regulations.

1-6-2 Regulation of Use of Public and Private Sewers and Drains, Private Sewage Disposal and, Installation and Connection of Building Sewers:  
See Appendix E.

1-6-3 Cross Connection Control Regulations:  
See Appendix G.

1-6-4 Pretreatment/Industrial Waste Control Regulations:  
See Appendix H.

1-6-5 Construction Quality Control Standards, New Subdivisions:  
See Appendix I.

1-6-6 Supplemental Water Service Policy:  
See Appendix J.

1-7 FEES, RATES, TOLLS, PENALTIES OR CHARGES: The Board has the power, pursuant to section 32-1-1001(1)(j)(I), C.R.S., as amended, to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs or facilities provided by the District.

1-8 PERPETUAL LIENS: Until paid, all fees, rates, tolls, penalties or charges imposed by the District shall constitute a perpetual lien on and against the property served. The District exercises its powers for the overall benefit of the District and reserves the right to exercise its discretion on a case by case basis in determining whether or not to claim a lien and foreclose on that lien.

1-9 SERVICE OUTSIDE THE DISTRICT: The District has no obligation whatsoever to provide any service outside of its legal boundaries, but may provide such service under the terms and conditions set forth in Article 5.

1-10 DISTRICT WATER SERVICE POLICY: The District will provide water service to all property within the District in accordance with the policy established by the Board.

1-11 SUPPLEMENTAL WATER SERVICE POLICY: Where a property owner seeks to develop real property within the district at a density which requires water service in excess of the supplemental water service policy as established by the Board, such property owner may make a written request to the District for such supplemental water service pursuant to the Board policy, as the same may be amended from time to time. See Appendix J.

## ARTICLE 2

### DEFINITIONS

As used in these Rules and Regulations, unless the context clearly indicates otherwise, the words defined below shall have the respective meanings set forth for them:

ACTUAL COSTS: All direct and indirect costs attributable to any project or undertaking. Actual costs to the District shall include but not be limited to, its engineering, legal, labor, material, equipment, administrative, and overhead expenses, calculated in accordance with the rates set forth in Appendix B of these Rules and Regulations and all direct payments to third parties, at cost.

APARTMENT: A dwelling unit located in a building where other dwelling units are located and where a common landlord holds title to each dwelling unit and all common areas.

APARTMENT BUILDING: A building containing a group of apartments.

BOARD OR BOARD OF DIRECTORS: The duly constituted Board of Directors of the District.

BUSINESS DAY: Monday, Tuesday, Wednesday, Thursday and Friday; excepting legal holidays.

CONDOMINIUM: An arrangement whereby more than one dwelling unit or business unit exists on a parcel of land and each unit is identified by a separate tax identification number on file with the County and each tenant may hold full title to his unit and has a joint ownership in the common ground.

CONDOMINIUM BUILDING: A building containing a group of condominiums.

CONTRACTOR: Any person who performs any work, either for himself or another, on any water or wastewater or irrigation facility, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.

CUSTOMER: any person authorized to use the District system under a permit issued by the District.

DAY OR CALENDAR DAY: Calendar day.

DEVELOPER: Any person who is the owner or developer of real property within the District, and who desires service from the District or the right to construct main extensions in a District easement or right-of-way.

DISTRICT: Woodmoor Water and Sanitation District No. 1, its employees, agents, officers, directors, insurers, and professional consultants.

DISTRICT SYSTEM: The plant, facilities, systems, assets, and appurtenant property rights owned or directly controlled by the District, including the District Water Service Lines.

DISTRICT TAP ABANDONMENT PERMIT APPLICATION: Any of the District furnished forms used by a person to apply for the physical disconnection and abandonment of District water and/or sewer service.

DISTRICT TAP PERMIT APPLICATION: Any of the District furnished forms used by a person to apply for District water and sewer service.

DISTRICT WATER SERVICE LINE: That portion of a service line that runs from the water main to a District customer's property line or curb stop, whichever is closer to the water main, excluding the curb stop and the stop box.

DWELLING UNIT OR SINGLE FAMILY RESIDENTIAL UNIT: One or more rooms arranged and designed and used as living quarters for a single family unit and necessarily including individual bathrooms and complete kitchen facilities.

ENGINEER: The engineering firm(s), or duly authorized representative(s), designated by the District to act on its behalf in all engineering and related matters, including any inspectors employed by the engineer.

EXTRA-TERRITORIAL PROPERTY OWNER: Any person who, whether solely or with others, owns real property being served by the District extra-territorially. When the property is owned by more than one person, the term includes all the owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations. For purposes of clarity, the masculine singular pronoun is used in these Rules and Regulations to refer to the extra-territorial property owner.

FAMILY UNIT: An individual or two or more persons related by blood, marriage, adoption, as guardian and ward or similar legal relationship, or a group of not more than five persons (excluding servants) who need not be related by blood, marriage or adoption living together in a dwelling unit, and provided that family unit as defined herein shall include family as that term is defined by any applicable local laws.

FIXTURE UNIT: A numerical value assigned to different types of plumbing fixtures corresponding to demand on District system and flow generation.

FOREIGN MATERIALS: Anything other than treated potable water with respect to that part of the District system designed and used for the disbursement of treated water; and anything other than normal residential wastewater with respect to that part of the District system designed and used for collecting wastewater.

MAIN(S): Water mains and/or sewer mains.

MAIN EXTENSIONS: The construction of any facilities of any kind whatsoever, wherever located, or the facilities themselves, which are intended to become a part of the District system upon acceptance by the District in accordance with Article 6, including but not limited to off-site and on-site facilities.

MULTI-FAMILY CUSTOMER: For purposes of Section 8-11.5, multi-family customer means a dwelling unit that is separated from another dwelling unit by a party wall, such as an apartment or condominium.

OFF-SITE FACILITIES: Any infrastructure and any increase in the size of any part of the existing District system, which is located outside of a particular piece of property being developed, but constructed to serve the development of that piece of property.

ON-SITE FACILITIES: Any infrastructure and any increase in the size of any part of the existing District system, which is located within a particular piece of property being developed, and constructed to serve the development of that piece of property.

PERMITTED PREMISES: The land area and improvements thereto to which water service or wastewater service is limited under any particular permit.

PERSON: Any associations, corporations, firms, partnerships and bodies politic and corporate, as well as individuals.

PROPERTY OWNER: Any person who, whether solely or with others, owns real property within the District. When property is owned by more than one person, the term includes all owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations. For purposes of clarity, the masculine singular pronoun is used in these Rules and Regulations to refer to property owner.

RECORD OR AS-BUILT DRAWINGS: A separate set of full-scale construction plans, in hard copy and/or digital format, as requested by the District, marked to indicate completely and accurately the field-installed condition of facility construction.

RESIDENTIAL LOT EQUIVALENT: Any piece of property, residential or commercial, as originally platted, or subsequently replatted to which the County Assessor's office has assigned a separate identification number. The term residential lot equivalent shall not include golf courses or common areas or any other area platted for common usage.

RULES AND REGULATIONS: The Woodmoor Water and Sanitation District No. 1 Rules and Regulations adopted by the Board of Directors of the Woodmoor Water and Sanitation District No. 1 by Resolution No. 06-05, and as amended from time to time.

SERVICE LINES: All pipe, fittings and appurtenances, which (1) convey water from a water main to a permitted premises, beginning immediately before the tapping saddle on the water main and continuing to the plumbing of the permitted premises or (2) carry wastewater away

from the permitted premises to a sewer main, beginning at the plumbing of the permitted premises and ending immediately after the tapping saddle for the discharge of wastewater into a sewer main.

SEWER MAIN: District owned pipelines and appurtenant facilities used for the collection of wastewater from service lines.

SINGLE FAMILY EQUIVALENT OR SFE: A relative measure of demand placed on the District system by an average single-family residential unit. SFE values shall be assigned to specific uses and development in accordance with the provisions of Appendix C.

STUB: A tap made for the purpose of installing service lines prior to the paving of streets. Such connection shall include fittings necessary to extend the service line to the property line.

SYSTEM SPECIFICATIONS or STANDARD SPECIFICATIONS: The provisions of the Water and/or Wastewater Standard Specifications and Details, Article 11, as now or hereafter constituted, adopted by the Board of Directors, which prescribe the minimum technical standards and related requirements for the design, installation, construction, operation, use, maintenance, repair, replacement and disconnection and abandonment of all water and wastewater facilities, public and private, within the District.

TAP ABANDONMENT PERMIT: The permission given by the District to physically disconnect and abandon a water main and/or sewer main tap by virtue of the District having approved a tap abandonment permit application. Also, the approved tap abandonment application permit document itself.

TAP OR SERVICE CONNECTION: The physical connection to a main which, together with the permit for same, effects water and/or wastewater service to a permitted premises.

TAP PERMIT or PERMIT: The permission given by the District to tap a water main or sewer main by virtue of the District having approved a tap permit application. Also, the approved tap application permit document itself.

TOWNHOME: A dwelling unit in a row of at least two dwelling units in which each unit is identified by a separate tax identification number on file with the County and each tenant may hold full title to his unit and the ground underneath it, and each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

TOWNHOME BUILDING: A building containing a two or more townhomes.

WATER MAIN: District owned pipelines and appurtenant facilities used for the distribution of potable water to service lines.

WATER SERVICE POLICY: The policy adopted by the Board from time to time for purposes of long range planning for the needs and resources of the District customers establishing the

amount of water service the District supplies per acre on an annual basis, the current policy being: one-half acre foot of water per acre of property per year.



## ARTICLE 2

### DEFINITIONS

As used in these Rules and Regulations, unless the context clearly indicates otherwise, the words defined below shall have the respective meanings set forth for them:

ACTUAL COSTS: All direct and indirect costs attributable to any project or undertaking. Actual costs to the District shall include but not be limited to, its engineering, legal, labor, material, equipment, administrative, and overhead expenses, calculated in accordance with the rates set forth in Appendix B of these Rules and Regulations and all direct payments to third parties, at cost.

APARTMENT: A dwelling unit located in a building where other dwelling units are located and where a common landlord holds title to each dwelling unit and all common areas.

APARTMENT BUILDING: A building containing a group of apartments.

BOARD OR BOARD OF DIRECTORS: The duly constituted Board of Directors of the District.

BUSINESS DAY: Monday, Tuesday, Wednesday, Thursday and Friday; excepting legal holidays.

CONDOMINIUM: An arrangement whereby more than one dwelling unit or business unit exists on a parcel of land and each unit is identified by a separate tax identification number on file with the County and each tenant may hold full title to his unit and has a joint ownership in the common ground.

CONDOMINIUM BUILDING: A building containing a group of condominiums.

CONTRACTOR: Any person who performs any work, either for himself or another, on any water or wastewater or irrigation facility, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.

CUSTOMER: any person authorized to use the District system under a permit issued by the District.

DAY OR CALENDAR DAY: Calendar day.

DEVELOPER: Any person who is the owner or developer of real property within the District, and who desires service from the District or the right to construct main extensions in a District easement or right-of-way.

DISTRICT: Woodmoor Water and Sanitation District No. 1, its employees, agents, officers, directors, insurers, and professional consultants.

DISTRICT SYSTEM: The plant, facilities, systems, assets, and appurtenant property rights owned or directly controlled by the District, including the District Water Service Lines.

DISTRICT TAP ABANDONMENT PERMIT APPLICATION: Any of the District furnished forms used by a person to apply for the physical disconnection and abandonment of District water and/or sewer service.

DISTRICT TAP PERMIT APPLICATION: Any of the District furnished forms used by a person to apply for District water and sewer service.

DISTRICT WATER SERVICE LINE: That portion of a service line that runs from the water main to a District customer's property line or curb stop, whichever is closer to the water main, excluding the curb stop and the stop box.

DWELLING UNIT OR SINGLE FAMILY RESIDENTIAL UNIT: One or more rooms arranged and designed and used as living quarters for a single family unit and necessarily including individual bathrooms and complete kitchen facilities.

ENGINEER: The engineering firm(s), or duly authorized representative(s), designated by the District to act on its behalf in all engineering and related matters, including any inspectors employed by the engineer.

EXTRA-TERRITORIAL PROPERTY OWNER: Any person who, whether solely or with others, owns real property being served by the District extra-territorially. When the property is owned by more than one person, the term includes all the owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations. For purposes of clarity, the masculine singular pronoun is used in these Rules and Regulations to refer to the extra-territorial property owner.

FAMILY UNIT: An individual or two or more persons related by blood, marriage, adoption, as guardian and ward or similar legal relationship, or a group of not more than five persons (excluding servants) who need not be related by blood, marriage or adoption living together in a dwelling unit, and provided that family unit as defined herein shall include family as that term is defined by any applicable local laws.

FIXTURE UNIT: A numerical value assigned to different types of plumbing fixtures corresponding to demand on District system and flow generation.

FOREIGN MATERIALS: Anything other than treated potable water with respect to that part of the District system designed and used for the disbursement of treated water; and anything other than normal residential wastewater with respect to that part of the District system designed and used for collecting wastewater.

MAIN(S): Water mains and/or sewer mains.

MAIN EXTENSIONS: The construction of any facilities of any kind whatsoever, wherever located, or the facilities themselves, which are intended to become a part of the District system upon acceptance by the District in accordance with Article 6, including but not limited to off-site and on-site facilities.

OFF-SITE FACILITIES: Any infrastructure and any increase in the size of any part of the existing District system, which is located outside of a particular piece of property being developed, but constructed to serve the development of that piece of property.

ON-SITE FACILITIES: Any infrastructure and any increase in the size of any part of the existing District system, which is located within a particular piece of property being developed, and constructed to serve the development of that piece of property.

PERMITTED PREMISES: The land area and improvements thereto to which water service or wastewater service is limited under any particular permit.

PERSON: Any associations, corporations, firms, partnerships and bodies politic and corporate, as well as individuals.

PROPERTY OWNER: Any person who, whether solely or with others, owns real property within the District. When property is owned by more than one person, the term includes all owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations. For purposes of clarity, the masculine singular pronoun is used in these Rules and Regulations to refer to property owner.

RECORD OR AS-BUILT DRAWINGS: A separate set of full-scale construction plans, in hard copy and/or digital format, as requested by the District, marked to indicate completely and accurately the field-installed condition of facility construction.

RESIDENTIAL LOT EQUIVALENT: Any piece of property, residential or commercial, as originally platted, or subsequently replatted to which the County Assessor's office has assigned a separate identification number. The term residential lot equivalent shall not include golf courses or common areas or any other area platted for common usage.

RULES AND REGULATIONS: The Woodmoor Water and Sanitation District No. 1 Rules and Regulations adopted by the Board of Directors of the Woodmoor Water and Sanitation District No. 1 by Resolution No. 06-\_\_, and as amended from time to time.

SERVICE LINES: All pipe, fittings and appurtenances, which (1) convey water from a water main to a permitted premises, beginning immediately before the tapping saddle on the water main and continuing to the plumbing of the permitted premises or (2) carry wastewater away from the permitted premises to a sewer main, beginning at the plumbing of the permitted premises and ending immediately after the tapping saddle for the discharge of wastewater into a sewer main.

SEWER MAIN: District owned pipelines and appurtenant facilities used for the collection of wastewater from service lines.

SINGLE FAMILY EQUIVALENT OR SFE: A relative measure of demand placed on the District system by an average single-family residential unit. SFE values shall be assigned to specific uses and development in accordance with the provisions of Appendix C.

STUB: A tap made for the purpose of installing service lines prior to the paving of streets. Such connection shall include fittings necessary to extend the service line to the property line.

SYSTEM SPECIFICATIONS or STANDARD SPECIFICATIONS: The provisions of the Water and/or Wastewater Standard Specifications and Details, Article 11, as now or hereafter constituted, adopted by the Board of Directors, which prescribe the minimum technical standards and related requirements for the design, installation, construction, operation, use, maintenance, repair, replacement and disconnection and abandonment of all water and wastewater facilities, public and private, within the District.

TAP ABANDONMENT PERMIT: The permission given by the District to physically disconnect and abandon a water main and/or sewer main tap by virtue of the District having approved a tap abandonment permit application. Also, the approved tap abandonment application permit document itself.

TAP OR SERVICE CONNECTION: The physical connection to a main which, together with the permit for same, effects water and/or wastewater service to a permitted premises.

TAP PERMIT or PERMIT: The permission given by the District to tap a water main or sewer main by virtue of the District having approved a tap permit application. Also, the approved tap application permit document itself.

TOWNHOME: A dwelling unit in a row of at least two dwelling units in which each unit is identified by a separate tax identification number on file with the County and each tenant may hold full title to his unit and the ground underneath it, and each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

TOWNHOME BUILDING: A building containing a two or more townhomes.

WATER MAIN: District owned pipelines and appurtenant facilities used for the distribution of potable water to service lines.

WATER SERVICE POLICY: The policy adopted by the Board from time to time for purposes of long range planning for the needs and resources of the District customers establishing the amount of water service the District supplies per acre on an annual basis, the current policy being: one-half acre foot of water per acre of property per year.

## ARTICLE 3

### OWNERSHIP/OPERATION OF FACILITIES

3-1 DISTRICT SYSTEM: The District has the authority to provide for the construction, operation and maintenance of the District system. The District will construct new facilities only when the Board has made a determination that such construction is in the best interest of the District and its customers and is economically feasible. Such determination may be predicated upon an agreement with a customer, property owner, developer or other person to prepay or guarantee future payment of fees or upon other special arrangements as the Board may determine necessary.

3-1-1 Ownership: All mains and treatment works connected with and forming an integral part of the District system, which have been constructed by the District or accepted for operation and maintenance pursuant to these Rules and Regulations, are the property of the District, unless an agreement with the Person or entity which constructed them expressly provides otherwise. This rule shall control ownership whether the components of the District system are constructed or financed by the District or by any other Person.

The District shall only accept ownership (including maintenance) responsibilities for existing and new facilities which have been formally conveyed to and accepted by the District in compliance with these Rules and Regulations.

The District exercises the responsibilities of full ownership of the existing District system and, in the future, shall only accept ownership responsibilities for additional facilities which have been formally conveyed to and accepted by the District in accordance with these Rules and Regulations.

3-1-2 Operation and Maintenance: The District is responsible for the operation, maintenance, repair and replacement of the District system. Such obligations include, without limitation, regular inspections of permitted premises to insure compliance with these Rules and Regulations, in addition to periodic, systematic inspection and maintenance of District owned facilities. All inspections, observations, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, observations, testing or reviews required or authorized by these Rules and Regulations or the System Specifications, or by reason of the issuance of any approval or permit for any work subject to the authority or jurisdiction of the District.

3-1-3 Repair Shut-Offs: The District may, without notice and without liability to anyone, modify water pressure, or shut off the water in its mains for the purpose of making repairs or extensions to the District system, or for other useful or necessary purposes, as determined by the District, in its sole discretion.

3-1-4 Additional Maintenance Required: When the District identifies portions of the District system which require preventative maintenance, and when the customers, property owners or developers who are creating the need for this additional maintenance can be identified, the District will continue to bear the cost of the standard maintenance and charge the costs of the additional maintenance to the subject customers, property owners or developers creating the need for the additional maintenance.

3-1-5 Governmental Immunity: The District hereby reserves any and all rights contained within and not expressly waived by the Governmental Immunity Act, sections 24-10-101, *et seq.*, C.R.S. The District reserves the right to temporarily discontinue service to any customer, at any time, for any reason deemed necessary or appropriate by the District to operate or maintain the District system or to secure the health, safety and welfare of customers and property owners.

### 3-2 SERVICE LINES:

3-2-1 Construction: Separate and independent service lines shall be designed, installed and constructed by the property owner, at his sole cost and expense, for every improvement requiring water service or wastewater service. Such service lines and any other water or wastewater facilities located on the property owner's property shall be designed in accordance with the System Specifications and shall be installed and constructed in accordance with plans and designs which have been approved by the District, except for residential uses. Residential dwelling units shall be designed and constructed in accordance with the System Specifications. Notwithstanding anything contained herein to the contrary, the District reserves the right, given the nature of the development, to modify the requirements set forth in the System Specifications or to impose such different requirements as the District determines necessary, including but not limited to requirements regarding size, type and quantity.

3-2-2 Ownership: The property owner shall own the service lines, except for that portion of the service line designated as the District water service line. Without effecting or waiving this rule regarding ownership, the District may construct, locate, finance, pay for, repair, maintain or otherwise affect the service line. The property owner's ownership of the service line shall not entitle the property owner to make unauthorized uses of the District system. All use of the service line or its appurtenances any time after the initial connection to the District system shall be subject to these Rules and Regulations.

The District inspects service line construction to ensure conformity with these Rules and Regulations.

3-2-3 Maintenance: Subsequent to the tapping, the property owner shall be responsible for the maintenance of the service line, from his point of collection or use to the water main or sewer main, excluding the District water service line. The property owner shall be exclusively responsible for maintaining, repairing and replacing all plumbing fixtures, water-using appliances and pipes, including the service lines and excluding the District water service line. The property owner shall cause any and all leaks or other non-

conformities in his privately owned facilities to be repaired promptly, in accordance with these Rules and Regulations and the system specifications, at his sole expense. The District shall be exclusively responsible for the maintenance, repair or replacement of the District water service line.

3-2-4 District Relocation: When proper management, operation or maintenance of the District System requires, the District may relocate, at the District's expense, the service lines through which a property owner receives water or wastewater service. All relocated service lines, excluding the District water service line, shall become the property of the property owner when installed.

3-2-5 District Water Service Line: The District shall own the District water service line and shall be responsible for the maintenance, repair and replacement of the District water service line. The customer or property owner shall be liable to the District for any damages or obstruction to the District water service line, caused by the customer, the property owner or a condition of the service line. Any such damage caused to the District water service line, shall be repaired by the District, or such other person as the District may designate in its sole election and the costs of the repair shall be charged to the property owner or customer.

3-2-6 Limitation on District's Liability, Service Lines: The District shall not be liable or responsible for inadequate water delivery, sewer treatment or interruption of any services brought about by circumstances beyond its control. The District is not responsible or liable for damage from any cause whatsoever to privately-owned piping, fixtures and water-using appliances, and no customer, property owner or his insurer or property owner's tenant or his insurer is entitled to reimbursement for damages or payment of refunds by reason of pressure changes or stoppage of the flow of water or wastewater through the District system. The customer and/or property owner shall be solely responsible for all damage to persons or property resulting from leaks on or stoppages in his service line(s), excluding the District water service line(s), or from any apparatus owned by him. The property owner shall be liable to the District for any damages or obstruction from any cause whatsoever to the District water service line(s) or District system. Any damages so caused to the District water service line(s) and District system, shall be repaired by the District, or such other person as the District may designate in its sole discretion, and charged to the property owner.

### 3-3 WATER METERS:

3-3-1 Requirement: All residential meters, whether newly installed or retrofitted by the District, shall be owned and maintained by the District. All commercial meters, newly installed before March 14, 2006, shall be owned and maintained by the property owner. All commercial meters, newly installed after March 14, 2006, shall be owned and maintained by the District. Every commercial and every residential permitted premises shall be individually metered with a water meter of a size, type and quality approved by the District to be read for billing purposes.

3-3-2 Location: All meters shall be located as provided in the System Specifications.

3-3-3 Maintenance: If any meter shall fail to register in any month, the customer shall be charged the average monthly consumption during the two (2) preceding months as shown by the meter when in order. The District is responsible for the repair or replacement of any defective commercial meter installed after March 14, 2006, or any defective residential meter. The customer is responsible for the repair and replacement of any defective commercial meter if that meter was installed prior to March 14, 2006. The property owner shall replace such a defective commercial meter within thirty (30) days. If such defective commercial meter is not repaired or replaced by the property owner within thirty (30) days, the District may perform the repair or replacement work at the property owner's cost and charge the property owner.

3-3-4 Damage: The property owner shall be financially responsible for any damage to, or loss of a meter, except such damage that is directly caused by District personnel. Except when District personnel directly cause damage to a meter, the property owner shall bear the entire expense of removing, repairing, resetting and replacing the damaged meter. In the case of a residential meter, the District shall perform such work at the property owner's expense.

3-3-5 Relocation/Repair/Replacement: When required for the proper management, operation or maintenance of the District system, the District may, at its expense, modify meter settings or repair or replace existing meters.

3-3-6 Access: All property owners and customers shall provide and allow District personnel reasonable access to the meters located on their property for purposes, including but not limited to inspection, repair, maintenance, replacement, removal, installation, retrofitting, resetting and testing of the same, during normal business hours, after the District furnishes them with ten (10) days of notification, which need not be in writing. Except that in emergency situations the District shall have immediate access and no notice is required.



## ARTICLE 4

### APPLICATIONS AND PERMITS

#### 4-1 PERMITS:

4-1-1 Application: No Person shall cause or allow any service connection to or service disconnection and abandonment from the District system without first obtaining a permit from the District, as provided in this Article. Any Person who desires to obtain new service or modify existing service to property within the District shall make written application therefor at the office of the District upon such forms as may be prescribed and furnished by the District and substantially in the form shown in Appendix A (for new service), A-1 (for modifying existing service) or A-2 (for tap abandonment).

#### 4-1-2 Approval Standards; Revocation:

4-1-2-1 Approval Standards: No permit for the service applied for shall be issued by the District until the District determines that all of the following conditions exist or have been met with respect to the application:

4-1-2-1-1 The written application and information submitted therewith is accurate, complete and proper as to form.

4-1-2-1-2 The Person making application has the authority or consent to do so from the Property Owner.

4-1-2-1-3 All applicable fees and charges imposed by or through the District are paid at the time of application.

4-1-2-1-4 The main on which the tap for service will be made has been accepted, at least conditionally, by the District and approved for use by all other governmental entities and agencies having jurisdiction.

4-1-2-1-4.5 The proposed tap disconnection and abandonment of service has been approved, at least conditionally, by the District and all other governmental entities and agencies having jurisdiction.

4-1-2-1-5 The District system is adequate to serve the proposed property.

4-1-2-1-6 Such other conditions as the District may determine necessary given the nature of the permit requested.

4-1-2-2 Conformity with District Standards: Notwithstanding any other provision of these Rules and Regulations to the contrary, the District may withhold permits or approvals for service from or disconnection and abandonment

of any facilities, private or public, which do not conform to the Rules and Regulations, including the System Specifications.

4-1-2-3 Revocation: The District may revoke any permit, before or after the tap is activated or disconnected and abandoned, upon a determination that the application therefor contained false or inaccurate information or upon any violation of these Rules and Regulations.

4-1-3 TRANSFERABILITY OF PERMITS: The District issues tap permits in relation only to the specific property identified in the permit. Each permit applies only to the premises identified thereon and is not deemed in any sense to be personal property. In the interest of avoiding the creation of a secondary market in the District's permits, such permits shall not, in any manner, be transferred or conveyed from the permitted premises to which they were issued to any other property. A tap fee and permit shall be deemed to follow any transfer or sale of the fee ownership of the permitted premises.

4-1-4 EXPIRATION/CANCELLATION OF DISTRICT PERMITS:

4-1-4-1 Tap within One Year: If a service connection is not made under a permit to the District system within one (1) year after the date of approval of the permit, the permit shall expire and become of no further force or effect.

4-1-4-1.5 Tap Abandonment Commenced within Sixty Days: If a service disconnection and abandonment is not commenced under a permit from the District within sixty (60) days after the date of approval of the tap abandonment permit, the tap abandonment permit shall expire and become of no further force or effect.

4-1-4-2 By Operation of Tap Allocation Policy: Notwithstanding any other provision of this Article, no permit will remain effective after the effective date of any tap moratorium or similar restriction upon the allocation, sale and authorization of permits by the District, with the exception of those permits already issued to a permitted premises for which a building permit has been issued or which is under construction as of the effective date of the moratorium.

4-1-4-3 Effect: Upon expiration, a permit is void and of no further force or effect and all associated permit review fees shall be forfeited, except as otherwise provided in this Section. Any subsequent application for service at the premises affected by the original permit shall be deemed an application for new service and the applicant shall be obligated to pay the then current application fee. Any water tap fee or sewer tap fee paid in association with a permit that is expired will be credited to the premises upon subsequent application. If an application is made subsequent to the expiration of any permit, the applicant shall be liable to the District for the difference between the tap fee paid by the applicant and the then-current water tap fee or sewer tap fee.

4-1-4-4 Cancellation by the District: The District may cancel an application for a permit at anytime it is deemed necessary by the Board of Directors to do so in the best interests of the health, safety and welfare of the District. Any water tap fee or sewer tap fee paid in association with a permit that is cancelled will be credited to the applicant upon subsequent application or refunded within thirty (30) days of the applicant's request for the same. If no refund is requested and an application is made subsequent to the cancellation of any permit, the applicant shall be liable to the District for the difference between the tap fee paid by the applicant and the then-current water tap fee or sewer tap fee.

4-2 REISSUES: An application for the re-issuance of any permit shall be subject to the same procedures as herein set forth for an application for a new permit, including but not limited to, the payment of all application fees.

4-3 TAPS:

4-3-1 Tap Allocations: Subject to Board approval, the District may allocate and authorize permits for service within its service area on any reasonable basis determined by the Board.

4-3-2 Multiple Sewer and Water Taps Prohibited/Use of Non-Potable Water for Irrigation: Except as otherwise provided in this Section 4-3-2, each and every independent structure requiring water and sewer service shall be individually permitted and shall have an individual water meter, service line and tap and an individual sewer service line and tap. For the purposes of this section, structures shall be considered to be independent if they lack a common foundation, walls and roof.

Condominiums and Condominium Buildings: Each and every condominium shall have an individual meter and/or shut off valve, as determined by the District, housed in a mechanical room, except that more than one meter/shut off valve may be housed in a single mechanical room. Each mechanical room shall be accessible to the District in accordance and comply with the Standard Specifications. Each and every condominium building shall have a single sewer service line and tap; a single water service line and tap for non-irrigation purposes; and a separate meter, service line and tap exclusively for irrigation.

Apartments and Apartment Buildings: Each and every apartment building shall have an individual meter housed in a mechanical room. Each mechanical room shall be accessible to the District in accordance and comply with the Standard Specifications. Each and every apartment building shall have a single sewer service line and tap; a single water service line and tap for non-irrigation purposes and a separate meter, service line and tap exclusively for irrigation. Nothing herein shall require each and every apartment to have an individual meter.

Townhomes and townhome buildings: Each and every townhome shall have an individual meter accessible to the District in accordance and complying with the Standard Specifications. Each and every townhome shall have a single sewer service line and tap and a single water service line and tap for non-irrigation purposes. Each townhome building shall have a separate meter, service line and tap exclusively for irrigation.

Irrigation. Additionally, where there is to be outdoor irrigation in connection with any use other than a single detached dwelling unit the District may require the outdoor irrigation system to connect to the District's non-potable system. In any event, where there is to be outdoor irrigation in connection with any use other than a single detached dwelling unit such use shall be separately metered.

Subdivision: In the event of a subdivision, sale, or transfer of any part or parts of any permitted premises, the owner of that part of the permitted premises closest to the tap, following the route taken by the service line, shall be entitled to keep the original tap, and the owner of each other part shall be required at his sole expense to apply for a new and separate water tap permit and sewer tap permit and obtain a new and separate water tap and sewer tap for his part of the property.

4-3-3 Timing of Connection: Only upon approval of the tap application and the payment of all required fees may a connection to the District system be made. No taps will be permitted or made during non-business hours or after 3:00 p.m. without the written authorization of the District.

4-3-4 Timing of Disconnection and Abandonment: Only upon approval of the tap abandonment application and the payment of all required fees may a disconnection and abandonment from the District system be made. No tap disconnection and abandonment will be permitted or made during non-business hours or after 3:00 p.m. without the written authorization of the District.

4-4 INSTALLATION STANDARDS: Any Person who makes a tap on any main is subject to Article 11, System Specifications, and to the following:

4-4-1 Inspection: No tap shall be activated until it has been inspected and approved by the District. The property owner shall notify the District not less than forty eight (48) hours before a tap is to be made to arrange for the District's inspection thereof. If notification is not properly provided to the District, in addition to the imposition of any applicable penalty, the District may require that the tap be exposed for inspection by the District at the property owner's sole cost and expense.

4-4-2 Record Drawings: Location of existing water and sewer taps is available for review at the District office. Property owner is responsible for field locating taps. If requested, District may assist the property owner.

4-4-3 Cure of Defects: The property owner who made the tap shall, at his sole cost, correct, repair or replace any part or parts of any work performed during installation of a

tap which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or non-workmanlike quality or otherwise not in conformity with any applicable warranty.

4-4.5 DISCONNECTION/ABANDONMENT STANDARDS: Any Person who desires to disconnect and abandon a tap from any main is subject to Article 11, System Specifications, and this Section. The District, in its sole discretion, may require a person, customer, property owner or developer to disconnect and abandon a tap from any main when a lot line is vacated or for any other circumstance where the public health and safety make disconnection and abandonment of a tap necessary.

4-4.5-1 Inspection: No tap shall be disconnected and abandoned until such disconnection and abandonment has been approved by the District. The property owner or developer shall notify the District not less than forty eight (48) hours before disconnection of a tap is made to arrange for the District's inspection thereof. If notification is not properly provided to the District, in addition to the imposition of any applicable penalty, the District may require that the disconnected tap be exposed for inspection by the District at the property owner's sole cost and expense.

4-4.5-2 Record Drawings: Location of existing water and sewer taps is available for review at the District office. Property owner is responsible for field locating taps. If requested, District may assist the property owner.

4-4.5-3 Cure of Defects: The property owner or developer who disconnected and abandoned the tap shall, at his sole cost, correct, repair or replace any part or parts of any work performed during disconnection and abandonment of the tap which the District reasonably determines were not disconnected and abandoned in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or non-workmanlike quality or otherwise not in conformity with any applicable warranty.

4-5 TAP SIZING: The size of the tap shall be determined by the property owner, subject to the approval of the District. A residential tap shall be a minimum of three quarters of an inch (3/4") for water and four inches (4") for sanitary sewer and a maximum of two inches (2") for water and six inches (6") for sanitary sewer.

4-6 DEMAND CHANGES:

4-6-1 No change in equipment, service or use of property served shall be made without prior notice to and approval by the District. A customer, property owner or developer shall file an application for a modified tap (Appendix A-1, Permit Modification Form) prior to making a change in service. An application for an increase in the size of any existing tap shall be treated as an application for modified service to the extent of the increase. The District may require a property owner or developer to abandon a tap when the person vacates a lot line or in any other circumstance where the public health and

safety make abandonment of a tap necessary. Prior to disconnecting and abandoning a tap, either requested or as required by the District, a property owner or developer shall file an application for tap abandonment (Appendix A-2, Application For Tap Abandonment Permit).

4-6-2 Any person who wishes to enlarge a building or otherwise increase water demand or sewage flows, so that the number of single-family equivalent units will be increased, or in all cases in which a commercial customer wishes to increase the number of fixture units over the amount permitted, such person or customer shall notify the District prior to such enlargement or increase and shall be required to pay a system tap fee based on the added number of single-family equivalents or fixture units, respectively. The tap fee to be paid shall be determined by subtracting the then current amount of the tap fee for the existing tap from the then current amount of the tap fee for the size of tap required. No refund of any tap fee shall be made in connection with reduction in the size of any tap.

4-6-3 If any such change will, in the opinion of the District, increase the burden placed on the District system, the District shall determine the monthly service charge and require payment of any additional monthly service charge resulting from the determination. No such determination shall result in a refund or credit of any kind to the applicant. If the District determines that the requested increase will impose a demand in excess of the capacity of the existing main or other part of the District system or impair the District's capability to serve the premises, it may be necessary to replace the existing main with one of appropriate size or make upgrades to other portions of the District system or install or upgrade off-site facilities. If the District determines that the requested increase impairs the District system or the District's capability to serve the premises the District may deny the application or condition approval on the replacement of the existing main with one of appropriate size or upgrading other portions of the District system, including installing or upgrading off-site facilities. In such event, the full cost thereof shall be paid by the applicant.

4-6-4 If the District believes that any person has changed its equipment, service or use of its property in violation of these Rules and Regulations, it shall so notify the person and shall include a statement of the District's intent to assess any fee, any additional fees or penalties. The person shall be afforded ten (10) days in which to respond to the District's notice. Failure to respond as required herein within the ten (10) day period shall be deemed to establish the fact of the violation. Fees and penalties deemed appropriate by the District shall be assessed against the person and/or the property in question and shall be collected as provided under these Rules and Regulations and Colorado law.

If the person responds within ten (10) days, payment of such fees may be deferred by and pending consultation with the District. Such response by the person must include permission to make such inspection of the property in question as the District deems necessary to establish the nature of equipment, service and use of the property. If such inspection reveals a violation of these Rules and Regulations, the person must thereafter

take all steps prescribed by the District to cure the violations and pay all required fees within the time period established by the District.

4-7 MOVED OR DESTROYED BUILDINGS: When buildings are moved or destroyed the customer, property owner or developer must provide the District with written notice of intent to disconnect no sooner than thirty (30) days prior to disconnection and must physically disconnect its water and sewer service lines from the District system at the water main and sewer main. Notwithstanding any contrary provision, the customer, property owner or developer, after obtaining the District's written permission and subject to all District conditions and payment in full of all applicable fees, may disconnect water and sewer service lines at the curb stop. Anytime within five (5) years of the date of the moving or destruction of the building, a customer, property owner or developer may reconnect to the District system pending submittal of a new application for service. The customer, property owner or developer must submit a new application for service according to this Article, and pay any and all applicable fees. In addition, if the number of single-family equivalents is the same upon reconnection to the District system as they were on the date the building was moved or destroyed, no additional tap fees shall be required. If the number of single-family equivalents increases upon reconnection, the customer, property owner or developer shall be required to pay the difference between the then-current tap fees for the number of single-family equivalents which were disconnected and the number of single-family equivalents for the lines that are reconnected. After five (5) years, the customer, property owner or developer must reapply for a permit and pay: the difference between the tap fees that would have been applicable on the fifth anniversary of the moving or destruction of the building and all then current tap fees; and other applicable fees.

4-8 HYDRANT PERMITS:

4-8-1 Authorized Use: Except as provided in this Article, the only use for which water may be taken from fire protection facilities without a permit is for the fighting of fires.

4-8-2 Permits for Authorized Use: Water to be used for purposes other than fighting fires, such as construction water or temporary irrigation uses, may be withdrawn from fire hydrants only with permission from and in compliance with the terms and conditions imposed by the District Manager. Permits for such use shall be valid only during the dates and only for the purposes specified therein.

4-9 FIRE PROTECTION: The right to tap a water main for, or to take and use water from the District system for private fire protection service shall be granted only upon the following conditions:

4-9-1 Permit: The property owner has secured a permit for such use from the District, and has paid all fees imposed by the District in connection therewith.

4-9-2 From Service Line: If the water is to be supplied for fire protection through the same service line through which water is supplied for other purposes to the permitted premises, the fire protection facilities shall be installed so as to prevent the use of water through such facilities for any purpose other than fighting fires and the property owner shall provide the District with sufficient proof that the appropriate fire protection entity approved the installation of the fire protection facilities.

4-9-3 Adequacy of Service: The District does not provide fire protection. Accordingly, the District assumes no obligation or responsibility for the adequacy of water pressure, water flow or fire hydrants.

4-9-4 Limited Use: The only use for which water may be taken from private fire protection facilities under a permit is to extinguish fires. Any other use of water, except routine testing, from such facilities shall be deemed unauthorized use of water for which the permit for fire protection service may be suspended or revoked.



## ARTICLE 5

### CONDITIONS AND REQUIREMENTS OF SERVICE

5-1 WHO MAY USE: Service through the District system will be furnished to property included within the District subject to these Rules and Regulations, the availability of facilities and capacity and subject to the fees, rates and charges imposed by the District. If requested by the District, any applicant for service shall furnish satisfactory evidence regarding the status of title to the property to be served. A tax receipt or certification received and signed by the county treasurer shall be satisfactory evidence.

5-2 ABILITY TO COMPEL CONNECTION: Pursuant to section 32-1-1006(1)(a)(I), C.R.S., as amended, the District, subject to certain conditions set forth therein, may compel a property owner to connect the property owner's property to the District system.

5-2.5 ABILITY TO COMPEL DISCONNECTION/ABANDONMENT: Pursuant to section 32-1-1006(1)(d), C.R.S., as amended, the District, subject to certain conditions set forth therein, may compel a property owner to disconnect the owner's property from the District system.

5-3 DUTY TO REPORT: Any Person (1) who destroys, damages or alters any part of the District system; or (2) who causes or permits any foreign materials to enter the District system; or (3) who causes any obstruction in the flow of water or wastewater in any part of the District system; or (4) who causes or permits any water to escape from the District system in such a way that such water is wasted or lost to beneficial use, and any person who discovers, observes or has reasonable cause to believe that any of the foregoing has occurred, shall immediately report the same to the District.

5-4 NOTICE OF EXCAVATIONS: All persons who perform excavations in any area where any part of the District system is located shall give notice to the District as provided in § 9-1.5-103(3), C.R.S., as amended.

5-5 OTHER SYSTEMS PROHIBITED:

5-5-1 Supplies: No person shall furnish or supply untreated or treated water from any water system within the District except from the District system.

5-5-2 Water Use: No person shall take, use or consume any treated water within the District for any purpose from any water system other than the District system.

5-5-3 Sewer Use: Except as herein provided, no person shall construct or maintain or use any privy, privy vault, septic tank, cesspool or other facility intended for disposal of sewage on any lot when that lot is served by sanitation facilities provided by the District, except during the construction period.

5-5-4 Interconnections; Cross-connections: No person shall connect any other water system to any component part of the District system, nor shall water from any other water system be introduced or permitted to enter the District system, except with the express written approval of the District under a written agreement approved by the Board of Directors. The District may immediately and without notice, disconnect any unauthorized cross-connection or interconnection and charge the actual costs thereof, as provided in these Rules and Regulations, to any Person responsible therefor.

5-6 CONNECTION REQUIRED: Unless exempted by the Board for good cause and in conformity with applicable statutes and regulations, any property owner's premises requiring water and sewer service and water or sewer service shall be connected to the District system if District facilities are within four hundred (400) feet of the boundary of the premises. Such connection shall be made within sixty (60) days after written notice to the property owner by the District, and any existing private water system shall thereupon be physically disconnected from the improvements or otherwise be rendered inoperable. If such connection/disconnection are not completed within sixty (60) days, the District may thereafter connect the premises to the District system (sewer, water and sewer or water, as applicable) and disconnect the disallowed connections and the District shall have a perpetual lien on and against the premises for the actual cost of making the connection.

5-7 ACCEPTANCE OF SERVICE: By his acceptance of water and/or sewer service from the District, the property owner/customer agrees to allow the District reasonable access to and upon his property for repair, maintenance, relocation, placement, replacement, installation, resetting, retrofitting, reading, inspection, testing, connecting, disconnecting, reconnecting and any other appropriate activities required, of and to those improvements necessary to provide the water and/or sewer service.

5-8 JOINT SERVICE: The Board reserves the right, at any time, to require that water and sewer service shall be received jointly. The additional requirement to use the District's irrigation services, in conjunction with the receipt of water and sewer service, will be imposed in areas and for uses designated by the District.

5-9 DISTRICT OWNERSHIP OF TREATED WASTEWATER: All wastewater generated by property served by the District that is treated by the Tri-Lakes Wastewater Treatment Facility, shall be owned by the District, and the District shall be entitled to dispose of such treated wastewater (also known as "return flow water") in any manner the District desires.

5-10 REGULATION OF THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL AND INSTALLATION AND CONNECTION OF BUILDING SEWERS: By their receipt of sewer service from the District, all sewer customers agree to abide by the regulations set forth in Appendix E.

5-11 PRETREATMENT/INDUSTRIAL WASTE CONTROL REGULATION: In regard to facilities that produce waste in addition to and different from waste produced by residential uses, the District reserves the right to impose against such facility, any of the requirements set forth in Appendix H.

5-12 WATER CONSERVATION:

5-12-1 During Fire: Using water for outside purposes during any fire is not permitted. When fire signals are heard all persons shall cease using water for outdoor sprinkling or irrigation.

5-12-2 During Shortages or Dry Weather Periods: Customers shall take special care to prevent wasting water when watering lawns, shrubs, trees and other landscaping. The District may implement water restrictions during periods of shortage or hot weather or whenever the Board deems it to be necessary. Such restrictions may forbid the use of water for outdoor purposes on specified days or at specified times of the day. Restrictions may also be applied to specific uses such as car washing, as an example. Failure to abide by restrictions on water use may result, after appropriate notice to the user, in the District shutting off water service to the property until the District determines the water shortage is over.

All customers shall comply with the restrictions and orders issued by the District Manager pursuant to the restrictions set forth in Appendix K.

5-13 DEMAND MANAGEMENT PROGRAM:

5-13-1 Prohibitions on Watering/Irrigation:

5-13-1-1: Persons within the boundaries of the District with odd-numbered addresses are prohibited from watering outdoors on Monday, Tuesday, Thursday, and Saturday of each week.

5-13-1-2: Persons within the boundaries of the District with even-numbered addresses are prohibited from watering outdoors on Sunday, Monday, Wednesday, and Friday of each week.

5-13-1-3: Persons within the boundaries of the District are prohibited from watering outdoors between the hours of 10 a.m. and 6 p.m.

5-13-1-4: Persons within the boundaries of the District are prohibited from watering turf grass more than three (3) times per week.

5-13-1-5: Persons within the boundaries of the District are prohibited from watering flowers and vegetables unless such persons use hand-held hoses or low-volume non-spray irrigation.

5-13-2 Prohibitions on Washing/Impermeable Surfaces:

5-13-2-1: Persons within the boundaries of the District washing cars at residential addresses are prohibited from using hand-held hoses unless the hoses are equipped with shut-off nozzles.

5-13-2-2: Persons within the boundaries of the District are prohibited from using hand-held hoses to wash sidewalks, driveways, patios or similar hardscapes.

5-13-2-2: Persons within the boundaries of the District are prohibited from power washing with high-pressure units or steam cleaners unless such power washing promotes health and safety, business functions require power washing with such equipment, or there exist no reasonable alternatives.

5-13-3 Appeals: Any orders, directives or decisions of the District relating to the administration or enforcement of Sections 5-13-1 or 5-13-2 may be appealed in accordance with Section 10-6 of the Regulations.

## ARTICLE 6

### INCLUSIONS

6-1 GENERAL POLICY: Except as provided otherwise in these Rules and Regulations, service will only be furnished to persons whose property is included within the boundaries of the District as provided in this Article. Persons desiring inclusions of property within the boundaries of the District must include all of the property for which service is requested into the boundaries of the District.

The Board shall have sole discretion to decide whether property shall be included within the District, and the Board may impose such conditions upon inclusion as are believed to be necessary.

It is the District's policy that persons responsible for new growth and development within the District pay all costs associated with such growth and development so as to minimize the economic impact on existing residents and property owners within the District.

6-2 WATER AND WASTEWATER: Any property included into the District must, among any other requirements imposed by the District possess sufficient water rights, or the ability to acquire or provide the District compensation for such rights, as determined by the Board, to comply with the Rules and Regulations.

6-3 INCLUSION CONDITIONS: The following shall be conditions upon the inclusion of any property into the boundaries of the District:

6-3-1 Deposit of Funds: The inclusion petitioner, prior to the inception of the process for inclusion, shall deposit with the District the inclusion fees as described in this Article 6, in the amount set forth in Appendix B.

6-3-2 Design and Construction of On-Site Facilities: All on-site facilities required to serve the property to be included into the District shall be paid for solely by the petitioner seeking inclusion into the District. The petitioner shall construct all on-site facilities unless, District, in its sole discretion, determines that the District shall construct such on-site facilities.

6-3-3 Design and Construction of Off-Site Facilities: All off-site facilities which the District determines, in its sole discretion, to be necessary shall be paid for solely by the petitioner seeking inclusion into the District. In order to protect the integrity of the District system, such off-site facilities shall be constructed by the District unless, District, in its sole discretion, determines that the petitioner shall construct such off-site facilities.

The petitioner shall pay for off-site facilities or the petitioner's portion of the off-site facilities that are required by the District prior to the Board's approval of the inclusion petition, based on the cost estimates of the District Engineer or Professional Engineer approved by the District. The Board may allow the inclusion petitioner to post a bond or

other reasonable security in the amount of 125% of the cost estimate for this payment obligation. The District will not construct any off-site facilities until and unless payment is received from the inclusion petitioner.

6-3-4 Easements/Major Facilities/Fee in Lieu: The Petitioner shall, at no cost to the District, grant and convey to the District, in a form acceptable to the District, either: (1) a one-half (½) acre parcel of land within the property by general warranty deed; (2) a force water main and trunk sewer line easement by general warranty deed; or (3) cash in lieu of a one-half (½) acre parcel of land based on the then current property values. The determination regarding whether (1), (2) or (3) is required shall be made by the District in its sole discretion. In addition, and upon development of the property, the petitioner or then current property owner shall convey such easements to the District as the District reasonably determines are necessary to provide water and/or wastewater service to the property to be included. Such easements shall be conveyed to the District at no cost to the District.

6-3-5 Conveyance of Facilities: The District may require that certain on-site facilities be conveyed to the District in connection with the inclusion. Off-site facilities shall be owned by the District and shall be part of the District system.

6-3-6 Perpetual Lien Securing Payment of Inclusion Costs: Each inclusion petitioner, by signing the inclusion petition, expressly grants to the District a perpetual lien on the property sought to be included into the District, to secure the payment of all costs and expenses incurred by the District associated with the inclusion and all charges imposed by the District for the inclusion. Such charges, costs and expenses shall include the District's actual costs of the District to evaluate and process the inclusion.

6-3-7 Conveyance to District of Water Rights: The inclusion petitioner shall furnish water rights to the District which are, in the judgment of the Board, of sufficient quality, quantity and dependability to meet the requirements of the El Paso County Land Development Code or any other applicable laws or regulations, addressing water supply standards as they relate to subdivision regulations, to serve the anticipated development of the property described in the petition. At a minimum, such water rights shall include all groundwater and groundwater rights in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the property to be included within the District. The owner of such property shall convey all such groundwater and groundwater rights to the District, at no cost to the District, and shall consent in writing to the withdrawal and use by the District of all such groundwater prior to inclusion of the property into the District. If the inclusion petitioner does not possess sufficient water rights to meet the District water service policy, the District may condition its approval on such additional requirements as the District determines necessary. In addition, the petitioner shall convey to the District additional water rights of sufficient quality, quantity and dependability as are necessary, in the judgment of the Board, to meet the requirements of the Board's water service policy, and to serve the anticipated development of the property. The owner of said property shall convey these additional water rights to the District free and clear of all liens and encumbrances prior to inclusion of the property into the District. The sufficiency of the water rights to serve the property in question and to meet the

requirements of the Board's water service policy, as may be amended from time to time, shall be determined by the Board after taking into consideration the recommendations of the District's attorneys and engineering consultants. No reimbursement or recovery for funds expended for such water rights shall be paid by the District. Supplemental water purchased from the District in accordance with the District supplemental water policy may be used to satisfy the requirements of this Section 6-3-6.

6-3-8 **Inclusion Agreement:** The District and the petitioner shall enter into an inclusion agreement that sets forth the terms and conditions under which the property will be included into the District.

6-4 **SUBMITTALS REQUIRED TO INITIATE INCLUSIONS:** The petitioner shall submit the items described in this Section 6-1 before the District will consider a request for inclusion. Given the stage of development of the property, the District may waive some or all of the following requirements, or impose such additional requirements as the District deems necessary.

6-4-1 **Petition:** The petitioner shall initiate an inclusion by filing the form of petition shown in Appendix D with the District. If the petitioner is an entity such as a corporation, evidence that the signatories of the petition are authorized to sign on behalf of the entity must be furnished with the petition.

6-4-2 **Survey Drawing:** A survey drawing showing the property's exact location, its location in relation to the boundaries of the District, and bearing the signature and seal of a professional land surveyor registered in the State of Colorado.

6-4-3 **Vicinity Map:** A vicinity map showing the general location and the boundaries of the property in relation to existing streets or other prominent terrain features.

6-4-4 **Ownership Evidence:** The petitioner shall furnish satisfactory evidence of ownership of the property sought to be included. Satisfactory evidence shall consist of a tax receipt, or certification in lieu thereof, received from and signed by the El Paso County Treasurer.

6-4-5 **Narrative Description Including:**

6-4-5-1 The proposed total population for the property, including a breakdown into single-family residences, condominiums, apartments, etc.

6-4-5-2 The proposed population density for each area of the property, including the number of acres to be used for single-family residences, condominiums, apartments and commercial development, together with an indication of lot sizes.

6-4-5-3 A sketch plan prepared by a professional engineer licensed in Colorado showing a tentative water system plan and all proposed tie-ins to the District system and a tentative sewer collection plan indicating anticipated direction of

flows and all proposed tie-ins to the District system. This plan is to include topography with two foot, at maximum, contour intervals.

6-4-5-4 A projection of water consumption and sewer generation for the development of the property, to be prepared using the District standard water demand table and sewer flow numbers as such may be amended from time to time.

6-4-5-5 The number of acres to be dedicated to open space, the anticipated location of each area of open space, and a description of the proposed ground cover.

6-4-5-6 The number of acres to be dedicated to green belts, the location of each green belt, and a description of the proposed ground cover.

6-4-5-7 The number of acres to be devoted to parks, the anticipated location of each park, and a description of the proposed ground cover in each park.

6-4-5-8 The number of acres to be dedicated to schools.

6-4-5-9 Any other pertinent facts that will assist the District in planning for adequate water, sewer and irrigation service.

6-4-5-10 The developer's proposed development schedule.

6-4-5-11 A complete description of all water rights associated with the property, including copies of all court decrees and well permits.

6-4-5-12 A full financial statement and balance sheet of the developer.

6-4-5-13 The names of the owners of the property and sufficient evidence that the property is titled in said owners.

6-5 INCLUSION PROCEDURE: Once the District receives the submittals required under this Article, the inclusion petition shall be processed by the District as follows:

6-5-1 Feasibility Study: The District, through the engineer, attorney and any other necessary consultants, will study the impacts of the proposed inclusion on the District system and determine whether the anticipated development will require an expansion of, or addition to, the District system.

The inclusion petitioner shall be responsible for the District's actual costs of the feasibility study, the payment of which shall be secured by the perpetual lien provided for in Section 6-3-5.



6-5-2 Public Hearing: The Board shall hold a public hearing regarding the proposed inclusion after all necessary payments and submittals have been received from the inclusion petitioner. Such hearing may be continued to a subsequent meeting of the Board.

6-5-3 Order of Inclusion: If the Board approves the inclusion after the public hearing, the Board will make an order to that effect and file it with the clerk of the El Paso County District Court, which shall order the property included into the District.

6-6 INCLUSION FEES: Any Person who petitions for inclusion of his property into the District pursuant to §32-1-401 (1), C.R.S. and this Article shall pay the following fees and charges in connection therewith:

6-6-1 Acreage Fee: The District Board of Directors may assess an acreage fee per acre of property actually included, prorated by square footage if less than whole acres are included.

6-6-2 Costs: The District's actual costs incurred in processing the petition for inclusion, calculated in accordance with the rates set forth in Appendix B hereto, shall be payable by the inclusion petitioner regardless of whether the property is actually included. The petitioner shall deposit monies for such costs with the District when the petition for inclusion is filed in the amount set forth in Appendix B. Any unused portion of the deposit will be refunded, and any deficit will be invoiced to the petitioner, and must be paid by the petitioner, before recordation of the inclusion order in the District Court.

6-7 MISCELLANEOUS PROVISIONS:

6-7-1 Rules and Regulations: All property included within the boundaries of the District shall be bound by and subject to these Rules and Regulations.

6-7-2 No Service Guarantee: The allocation of taps for and the provision of service to the included property shall be governed at all times by these Rules and Regulations. The process of including property within the District does not guarantee service to the included property. The District may be limited in the number of new taps that may be made to the District system because of the District water service policy of the District and the provision of service to the included property may further be limited or delayed indefinitely because of the location or capacity limitations of existing facilities. Accordingly, by including its property within the District, the owner of the property shall be deemed to waive any right, claim or cause of action of any kind which it may assert against the District based upon the inability of the latter to provide service to the included property.

6-7-3 Ownership of Wastewater: The District shall become the owner of that portion of the wastewater treated in the Tri-Lakes Wastewater Treatment Facility place in the District system by the included property. The District shall be entitled to dispose of the return flow water in any manner it may so determine.

6-8 EXTRA-TERRITORIAL SERVICE: Nothing in these Rules and Regulations shall limit the District's ability to provide service outside its legal boundaries under such terms and conditions as the Board may determine. Any such service shall be rendered only by written contract approved by the Board. No such contract, however, or the services rendered pursuant thereto, shall be construed to impose upon the District any obligation to provide other service outside of its legal boundaries, nor shall the existence of such a contract or the services rendered in connection therewith constitute an offer by the District to serve property outside of its boundaries generally, except as may be agreed upon in writing by the District.

6-8-1 In every case where the District furnishes water and/or sewer service to properties outside the District, the District reserves the right to discontinue such service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so, and such service shall be considered a revocable license.

## ARTICLE 7

### SYSTEM IMPROVEMENTS AND EXPANSION

7-1 POLICY: Main extensions within the boundaries of the District, or outside the District, are made in the sole discretion of the Board. The District has no legal responsibility to make main extensions for the benefit of any customer, property owner, extra-territorial property owner or developer. The District's service plan does not constitute a contract and does not obligate the District to make main extensions. Upon receipt of a request for a main extension, the Board will evaluate such request in light of the District's financial position and the best interests of the District at large. The District has the right to decline to construct any main extensions or to require the owners of property benefited by main extensions to pay the cost thereof. No Person or entity shall have the right to seek to compel the District to construct main extensions in accordance with prior procedures or practices of the District, it being the express intention of the Board of Directors that no precedent shall be established by any decision made by the Board, past, present or future.

It is the policy of the District that persons responsible for additional growth and development within the District through property development and home building pay the costs associated with such growth so as to minimize the economic impact on existing residents within the District, as determined by the Board.

7-2 APPROVAL REQUIRED; IMPROVEMENTS AGREEMENT: No property owner shall commence any construction of a main extension without the prior written approval of the District, following formal application therefor, and in compliance with these Rules and Regulations. If required by the District, the property owner shall enter into a written improvements agreement with the District setting forth any or all terms and conditions applicable to any main extension.

7-3 LOCATION: Main extensions shall be installed only in rights-of-way or easements deeded to the District, or in roads or streets which a city, county, state highway department or other public agency has accepted for maintenance as a public right-of-way.

7-4 DEEDED RIGHTS-OF-WAY AND EASEMENTS: Deeded rights-of-way or easements necessary for the placement of main extensions, not located in public rights-of-way, shall be granted, at no cost, by the property owner or extra-territorial property owner to the District upon such terms as the District may reasonably require before construction of any such main extension begins. In addition to the requirements set forth in the Article 11, System Specifications, the property owner or extra-territorial property owner shall exempt any easement or right-of-way parcel from the lien of any mortgage or deed of trust. If so required, the District will not accept the main extensions or other facilities for maintenance until it receives all required releases. The District reserves the right to require additional or supplemental evidence of title when the release is recorded, at no cost to the District.

7-5 RIGHT-OF-WAY ACQUISITION COSTS: The property owner or extra-territorial property owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of all easements and rights-of-way necessary to extend service from existing District facilities to the boundary of the property owner's or extra-territorial property owner's property. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatsoever upon the District to commence or prosecute any condemnation action.

7-6 DESIGN AND CONSTRUCTION: The property owner or extra-territorial property owner shall, at his sole cost and expense, design, construct and install all main extensions reasonably required by the District to serve his property. All such work shall be in conformity with and subject to applicable rules, regulations, standards and specifications as described in these Rules and Regulations, including Article 11, System Specifications. The District, at its option, may choose to design, construct and/or install the main extensions at the sole cost and expense of the property owner or extra-territorial property owner.

7-7 DEPOSIT: The property owner or extra-territorial property owner shall submit to the District an initial deposit, to cover the costs incurred by the District in association with the review of the main extension application and subsequent construction of the main extension, which deposit shall be held by the District in a non-interest bearing escrow account. The amount of this initial deposit shall be determined by the District manager. The District shall have the right and authority to make disbursements from said escrow account at its sole discretion to cover the District's actual costs, including costs for planning, engineering design and/or review services, attorney and other consultant fees, and other costs and expenses incurred with regard to the application. Any balance remaining in the escrow account following approval, denial or withdrawal of the application, shall be returned to the property owner or extra-territorial property owner without interest. In the event that the initial deposit is exhausted before final disposition of the application, the property owner or extra-territorial property owner shall make a supplemental deposit to the escrow account in an amount determined by the District manager to cover future costs and expenses resulting from the application. Failure to make such necessary supplemental deposits shall cause the application review process to cease until the required deposits are made.

7-8 INFORMATION REQUIRED TO BE SUBMITTED: The District will evaluate a request for new service within the District only after it has received all of the following information:

- 7-8-1 A legal description of the property to be served, setting forth total acreage.
- 7-8-2 A map of the property, showing its location within the District.
- 7-8-3 The existing zoning and proposed zoning for the property.
- 7-8-4 A description of the proposed uses of the property including:

7-8-4-1 The proposed total population for the property and that population's estimated water use, including a breakdown into single-family residences, condominiums, apartments, commercial development etc.

7-8-4-2 The proposed population density for each area of the property, including the number of acres to be used for single-family residences, multi-family residences and commercial development, together with an indication of lot sizes.

7-8-4-3 A sketch plan prepared by a professional engineer licensed in Colorado showing a tentative water system plan and all proposed tie-ins to the District system and a tentative sewer collection plan indicating anticipated direction of flows and all proposed tie-ins to the District system.

7-8-4-4 A projection of water consumption and sewer generation for the development of the property, to be prepared using the District standard water demand table and sewer flow numbers as such may be amended from time to time.

7-8-4-5 The number of acres to be dedicated to open space, the anticipated location of each area of open space, and a description of the proposed ground cover.

7-8-4-6 The number of acres to be dedicated to green belts, the location of each green belt, and a description of the proposed ground cover.

7-8-4-7 The number of acres to be devoted to parks, the anticipated location of each park, and a description of the proposed ground cover in each park.

7-8-4-8 The number of acres to be dedicated to schools.

7-8-4-9 The number of acres to be used as a golf course, the location of the golf course, the number of acres to be irrigated on the golf course, and the proposed ground cover.

7-8-4-10 Any other pertinent facts that will assist the District in planning for adequate water, sewer and irrigation service.

7-8-5 The proposed development schedule.

7-8-6 The names of the owners of the property and such evidence as the District may require to show that the property is titled in these owners.

7-9 PLAN REVIEW AND APPROVAL: No construction of any main extension shall begin until after the plans and design therefor have been reviewed and approved by the District as conforming to applicable standards, and a pre-construction meeting has been held. The District shall inform the property owner in writing of the reasons for any disapproval. Upon approval of

the plans and design, the District will schedule the pre-construction meeting. A letter of credit in an amount equal to the estimated cost of construction will be due to the District from the property owner before any line construction commences.

7-10 CONSTRUCTION OBSERVATION: The property owner shall notify the District at least thirty (30) calendar days before commencing construction and at any and all other times specified by the District in any plan approvals or otherwise for observation, inspection or testing.

7-11 CONDITIONAL ACCEPTANCE:

7-11-1 Standards: Upon completion of construction, the property owner shall initiate the dedication process by submitting a request to the District for a preliminary inspection of the main extension. The main extension will qualify for conditional acceptance by the District when all of the following conditions have been met:

7-11-1-1 District Review: The District has determined that the main extension has been constructed and connected to the District system in conformity with the District's master plan, these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

7-11-1-2 Property Owner Requirements: The property owner has tendered and the District has approved the following:

7-11-1-2-1 Record drawings and certified compaction test results;

7-11-1-2-2 Key map pages consistent in form and content with current District requirements as to key maps showing the location of all component parts of the main extension, or other arrangements approved in writing by the District have been made for the preparation thereof;

7-11-1-2-3 A twelve (12) month maintenance bond or other form of security acceptable to the District in an amount equal to ten percent (10%) of the costs of constructing the main extension, or such greater amount as may be reasonably determined by the District on account of special circumstances of the particular main extension, or any portion thereof.

7-11-1-2-4 A duly executed written statement that all suppliers of labor and materials have been fully paid, with waiver of claims attached, and/or duly executed agreement indemnifying the District;

7-11-1-2-5 A duly executed written assignment of all manufacturer's warranties on materials, if applicable;

7-11-1-2-6 All releases of encumbrances required pursuant to Section 6-4 above;

7-11-1-2-7 Payment of all sums then due to the District in connection with the main extension;

7-11-1-2-8 A duly executed deed to right-of-way or an easement for the placement of the main extension; and

7-11-1-2-9 Compliance with all District Standard Specifications, including construction quality control standards.

7-11-2 Approval; Tap Permits: The District shall evaluate the request and give written notice to the property owner or extra-territorial property owner of its action, stating any special conditions attached to the conditional acceptance, or the reasons for denial of the request, if applicable. No taps or service connections to the main extension will be permitted, nor will the District accept applications for such taps, until the District has conditionally accepted the main extension as herein provided.

7-11-3 Effective Date: Conditional acceptance shall be effective as of the date the District executes written documentation thereof. As of such date, the main extension shall be deemed operational, and any Person may apply to the District for authorization for taps or service connections thereto. The District's acceptance of the main extension, whether conditional or final, does not, however, guarantee that taps will be available. Availability of taps is governed at all times by the provisions of Article 3, and such availability is determined in accordance therewith at the time proper application for service is made.

7-12 MAINTENANCE AND REPAIR: Until final acceptance of the main extension, the property owner or extra-territorial property owner shall be solely responsible for all routine maintenance and for correction of any and all defects in the main extension, as set forth below:

7-12-1 Routine Maintenance: The property owner or extra-territorial property owner shall, at his sole cost and expense, protect the main extension and perform all routine maintenance thereon so as to keep it in good repair and operating condition. Such obligations shall include the repair or replacement of any part or parts thereof damaged as a result of street construction, paving, other utility installation or vehicular traffic. In addition, the property owner or extra-territorial property owners shall, at his sole cost, correct any soil subsidence or erosion which the District determines occurred in connection with, or as a result of, construction of the main extension.

7-12-2 Cure of Defects: The property owner or extra-territorial property owner shall, at his sole cost, correct, repair or replace any part of parts of the main extension which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty. Cure of defects by the property owner or extra-territorial property owner shall be administered and enforced under these Rules and Regulations.

7-13 ACCEPTANCE FOR MAINTENANCE (FINAL ACCEPTANCE):

7-13-1 Standards: At the expiration of the two (2) years from the date of conditional acceptance, or any longer period of time reasonably determined by the District on account of the particular circumstances of the main extension or any portion thereof, the property owner or extra-territorial property owner may request that the District perform a final inspection and accept the main extension for ownership and maintenance. Upon such request, the District shall inspect the main extension and shall accept the same for ownership and maintenance when all of the following conditions are met:

7-13-1-1 District Review: The District determines that the main extension has been constructed and connected to the District system in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

7-13-1-2 Maintenance and Repair: The property owner or extra-territorial property owner has fully performed all maintenance and repair obligations imposed upon it by these Rules and Regulations during the period of conditional acceptance.

7-13-1-3 Property Owner/Extra-Territorial Property Owner Requirements: The property owner or extra-territorial property owner has tendered and the District has approved all of the following:

7-13-1-3-1 A verified statement of the actual cost of the main extension, itemized as the District may require;

7-13-1-3-2 Any and all deeds, bills of sale or other conveyance instruments necessary to vest title to all component parts of the main extension in the District with warranties of title as required by the District;

7-13-1-3-3 All drawings, maps and construction notes pertaining to any changes in the main extension made during the period of conditional acceptance;



7-13-1-3-4 Payment of all sums due to the District from the property owner or extra-territorial property owner on account of the main extension; and

7-13-1-3-5 Final as-built drawings of the main extension.

7-13-2 Effective Date: The District's acceptance of the main extension for maintenance shall be effective as of the date the District executes written documentation thereof. As of such date, all of the property owner's or extra-territorial property owner's right, title and interest in and to the constructed main extension, including all mains, pipelines, valves, manholes and related parts and materials which comprise the constructed main extension, shall be deemed immediately to pass to and vest in the District, free and clear of all liens and encumbrances, and the property owner or extra-territorial property owner shall warrant and defend the conveyance of such main extensions to the District, its successors and assigns, against all and every Person(s). As of the date of final acceptance, the District shall operate and maintain the main extension at its expense. Nothing contained herein, however, shall be construed to relieve the property owner or extra-territorial property owner from his warranty obligations set forth in Article 10, System Specifications. Notwithstanding final acceptance, the property owner or extra-territorial property owner, his successors and assigns shall remain responsible for all service lines and private water facilities as provided in Article 3 above.

7-14 DISTRICT MAIN EXTENSIONS: Notwithstanding any of the foregoing, the District reserves the right to construct main extensions in situations which it determines may be in the best interests of the District and its constituents, upon such terms and conditions as the District may reasonably determine.

7-15 OVERSIZING; REIMBURSEMENT: These Rules and Regulations may require property owners or extra-territorial property owners to design, construct and install main extensions necessary to serve their property at their sole cost and expense. Under certain circumstances, when these Rules and Regulations require such main extensions to be designed and constructed with a capacity in excess of that needed solely to serve the property of such property owners or extra-territorial property owners, it may be fair and equitable for the property owner or extra-territorial property owner to recover a portion of the costs of such main extensions. The purpose of this Section 6-15 is to set forth standards and procedures for the consideration, administration and enforcement of reimbursement plans.

7-15-1 Applications: At any time before or during the process of obtaining District approval for the design of any main extension, the property owner or extra-territorial property owner may file with the Board a written application for reimbursement of some portion of the costs of constructing such main extension. Such application shall contain the following:

7-15-1-1 A statement that the property owner or extra-territorial property owner is a tax paying elector of the District, or of an area immediately contiguous to the District.

7-15-1-2 A statement explaining why reimbursement is appropriate under the circumstances, and a detailed plan or formula consistent with the provisions of this Article for determining the sources and amounts of reimbursement proposed. Such plan shall include a map clearly showing the property subject to proposed reimbursement charges.

7-15-1-3 A statement committing the property owner or extra-territorial property owner to reimburse the District for its actual costs incurred in evaluating, processing and considering the application, regardless of whether the same is ultimately approved.

7-15-2 Threshold Conditions: Reimbursement will be considered only when one or more of the following conditions exist:

7-15-2-1 At the District's request, the main extension constructed by the property owner or extra-territorial property owner is of greater capacity than needed to serve his property; or

7-15-2-2 The main extension being constructed by the property owner or extra-territorial property owner is capable by its capacity or size of serving property owned by persons not participating as the owners of such property in the construction thereof.

7-15-3 Procedure: Any reimbursement plan shall include at a minimum the following:

7-15-3-1 Upon conditional acceptance, the property owner or extra-territorial property owner shall determine and certify to the Board the total cost of construction for the main extension, including without limitation design and engineering fees, construction costs, District inspection and approval fees, and easement and right-of-way acquisition costs. The property owner or extra-territorial property owner shall further submit evidence that all such costs have been paid in full.

7-15-3-2 The District staff shall review the total costs of construction as determined and certified by the property owner or extra-territorial property owner to evaluate the reasonableness of such costs and whether and to what extent the certified costs should be subject to reimbursement.

7-15-3-3 Before approving any reimbursement plan, the Board shall conduct a hearing, following notice to the applicant and to the owners of all property within the area proposed to be subject to reimbursement charges, where at all such parties in interest may appear and be heard.

7-15-4 Board Discretion: Because of the serious and adverse impact which unforeseen development patterns can have upon the administration and enforcement of any reimbursement plan, the Board of Directors may deny any application for reimbursement

when, in its sole judgment, future development of property affected by the proposed plan is sufficiently uncertain or unpredictable as to create a risk that unacceptable or unwarranted administrative or legal burdens may be imposed upon the District in connection with the administration or enforcement of such plan. It is the intent of this provision to reserve to the Board absolute discretion in making such determination.

7-15-5 Minimum Plan Requirements; Agreement: Reimbursement will be approved only under the terms of a written agreement between the District and the property owner or extra-territorial property owner. Although the specific terms of each reimbursement agreement will vary according to the particular main extension to be constructed, each reimbursement agreement shall contain all of the following provisions, which shall be deemed to be minimum requirements of any reimbursement plan:

7-15-5-1 The property owner or extra-territorial property owner shall notify the District of any connection made or about to be made to the main extension.

7-15-5-2 The obligation of the District with respect to collecting the reimbursement charges shall be to exercise reasonable care that such charge will be collected in full at the time application is made for taps for new service within the benefited area, and to remit the full amount of any charges so collected to the property owner or extra-territorial property owner within thirty (30) days thereof. In no case shall the District be liable to the property owner or extra-territorial property owner for any reimbursement charges not actually collected by the District.

7-15-5-3 The property owner or extra-territorial property owner shall indemnify and hold harmless the District, its officers, agents and employees, from any and all claims, expenses and demands arising out of or in any way involving the District's collection or attempted collection of reimbursement charges.

7-15-5-4 The District and the property owner or extra-territorial property owner will cooperate fully with each other in responding to any challenge to or refusal to pay the reimbursement charges, but the property owner or extra-territorial property owner will reimburse the District all of its costs and expenses associated therewith.

7-15-5-5 Notwithstanding any other provision of the reimbursement plan or agreement, the District will have no liability to the property owner or extra-territorial property owner in any case in which the reimbursement charge is or has been determined by a court of competent jurisdiction for any reason to be invalid or unenforceable.

7-15-5-6 The reimbursement charges to be imposed by the District shall terminate on a date specified in the agreement and plan, which date shall in no event be later than ten (10) years from the date of conditional acceptance of the main extension.

7-15-5-7 The total reimbursement charges to be imposed by the District shall not exceed the total cost of constructing the main extension, and no reimbursement charges shall include any allowance for interest on the costs of constructing the main extension.

7-15-5-8 If the District determines that the property owner or extra-territorial property owner has violated any provisions of the System Specifications or these Rules and Regulations in connection with its construction of the main extension and has failed after notice and a reasonable opportunity to cure such violation, the District may terminate the reimbursement plan and agreement, and thereupon, any right of the property owner or extra-territorial property owner to collect reimbursement pursuant thereto shall terminate and be of no further force or effect.

7-15-5-9 To the extent the District incurs any expenses in administering the reimbursement plan, it shall be allowed to deduct an amount equal to the actual costs thereof from the sums remitted to the property owner or extra-territorial property owner.

## ARTICLE 8

### FEES, RATES, TOLLS AND CHARGES

8-1 PURPOSE: The purpose of the fees, rates, tolls and charges described in this Article is to provide for the payment of all costs of operating, maintaining, repairing, replacing and expanding the District system, such costs including, without limitation, maintenance of a reasonable contingency fund. All fees, rates, tolls and charges will be determined by the Board of Directors as it deems necessary, and may be changed at any time. The Board may direct the District manager to keep a current schedule of fees, rates, tolls and charges, as practicable, substantially in the form of Appendix B to these Rules and Regulations. In addition to the fees, rates, tolls and charges set forth in such schedule, the District reserves the right, as it determines to be necessary in the best interest of the District, to impose additional fees, rates, tolls and charges.

8-2 WHO SHALL PAY: All fees, rates, tolls and charges described in these Rules and Regulations or subsequently imposed by the Board of Directors are the personal, joint and several obligation of the property owners of the property for which the applicable service is furnished, but the full amount of any such fees, rates, tolls and charges shall also be a perpetual lien against any such property, as provided by § 32-1-1001(1)(j), C.R.S. The District assumes no responsibility for any agreement made between property owners and tenants, regardless of how made and regardless of whether the District has notice thereof. Notwithstanding the foregoing, any plan review or inspection fee shall also be the personal obligation of any person who orders or requests the District to perform such work, even though such person may have acted in a representative capacity when doing so.

8-3 SYSTEM TAP FEES:

8-3-1 Water Tap Fee: There is hereby imposed a water tap fee which shall be due and payable in full at the time application for a permit is made. The amount of the water tap fee shall vary with the size of the tap applied for and shall be in the amount and subject to the provisions set forth in the schedule of fees, rates, tolls and charges, Appendix B, as the same may be amended from time to time.

8-3-2 Sewer Tap Fee: There is hereby imposed a sewer tap fee which shall be due and payable in full at the time application for a permit is made. The amount of the sewer tap fee for a residence shall not be less than the amount charged for a four inch (4") tap and shall be in the amount and subject to the provisions set forth in the schedule of fees, rates, tolls and charges, Appendix B, as the same may be amended from time to time, and the amount charged for a commercial and/or industrial tap fee will be the amount and subject to the provisions set forth in the schedule of fees, rates, tolls and charges, Appendix B, as the same may be amended from time to time or calculated by fixture unit in accordance with the worksheet for sewer & water service for commercial buildings, Appendix C.

8-3-3 Tap Fee Refunds: The District will not refund a water or sewer tap fee, or any portion thereof, upon cancellation or expiration of a permit or for any other reason once the water and/or sewer tap fee is paid. Except as otherwise provided in the Rules and Regulations, all amounts collected by the District as a water and/or sewer tap fee for any tap shall be credited to the land area or improvements thereto that were the subject of the cancelled or expired permit for which it was paid.

8-4 ADMINISTRATIVE FEES: In order to defray the costs and expenses incurred in processing applications, issuing permits and maintaining accurate records in connection with tap sales, there is hereby imposed an administrative and inspection fee per tap regardless of size and regardless of whether the tap is new, a reissue or a disconnection and abandonment, such fee to be in the amount shown on the schedule of fees, rates, tolls and charges. Such fee is in addition to any and all other fees and charges imposed by the District, and shall be paid in full at the time application for the tap or application for tap abandonment is made. A deposit will also be collected at the same time. Said deposit may be refunded upon the District's determination that all required materials have been correctly installed or disconnected and abandoned. If the District determines that such deposit shall not be refunded due to incorrect installation or occupation of or disconnection and abandonment from the premises prior to inspection, the District may use the deposit to reimburse the District the costs and expenses incurred in making such determination.

8-5 HYDRANT USE FEE: There is hereby imposed a fee for each fire hydrant permit issued by the District, which shall be payable in full upon application for the permit and shall be in the amount shown on the schedule of fees, rates, tolls and charges.

8-6 PLAN REVIEW FEES: Whenever any provision of these Rules and Regulations requires a review of plans and design by the District, the person responsible therefor shall pay a plan review fee per each hour of review, when the same are submitted for review, in the amount shown in the schedule of fees, rates, tolls and charges. Plans, or any portion thereof, requiring revision are subject to a subsequent plan review fee when resubmitted.

8-7 OBSERVATION/INSPECTION FEES:

8-7-1 MAIN EXTENSIONS: Any person extending a main shall pay an observation inspection fee in the amount shown on the schedule of fees, rates, tolls and charges. Such fee shall be paid upon the District's approval of the construction plans submitted for review.

8-7-2 OTHER INSPECTIONS: Whenever any provision of the system specifications or these Rules and Regulations not applicable to main extensions requires or provides for observation or inspection of any kind by the District, the person responsible therefor shall reimburse the actual costs incurred by the District for such observation or inspection. If required by the District, the person

requesting or obliged to obtain the observation shall deposit an amount reasonably estimated by the District to cover the fee for such observation when the request for or notice of the needed observation is made. Any unused portion of the deposit will be refunded to the Person, and any deficit will be invoiced to the person liable therefor within sixty (60) days after the observation.

8-8 INCLUSION FEES: Any person who petitions for inclusion of his property into the District pursuant to § 32-1-401 (1), C.R.S. and Article 6 of these Rules and Regulations shall pay the following fees and charges in connection therewith:

8-8-1 ACREAGE FEE: An acreage fee per acre of property actually included, prorated by square footage if less than whole acres are included, in the amount shown on the schedule of fees, rates, tolls and charges.

8-8-2 COSTS: Actual costs incurred by the District in processing the petition for inclusion, calculated in accordance with the rates shown on the schedule of fees, rates, tolls and charges, and expenses, including but not limited to attorney and engineering fees shall be payable regardless of whether the property is actually included. The petitioner shall deposit monies for such costs with the District when the petition for inclusion is filed in the amount shown in the schedule of fees, rates, tolls and charges. Any unused portion of the deposit will be refunded to the petitioner, and any deficit will be invoiced to the petitioner and must be paid by the petitioner before recordation of the inclusion order with the El Paso County Clerk and Recorder.

8-9 SPECIAL SERVICES/REIMBURSEMENT FEES: Fees and charges for water and sewer service rates are imposed and assessed for the purposes pursuant to contractual or other obligations of the District at the rates set forth in Appendix B.

8-10 DISCONNECTION FEES/TRIP CHARGE: When water is once turned on to any premises and thereafter turned off for any reason, except for an emergency repair or permanent disconnection and abandonment, the customer shall be subject to a disconnection, turn-off charge, which must be paid prior to resumption of service. Further, the customer shall pay, in addition to any disconnection turn-off charge, a trip charge, which shall be charged, where as the result of delinquency, the District has determined to disconnect service to any premises and District personnel have been deployed to a premises for the purpose of effecting such disconnection. Further, such trip charge shall be charged and due in lieu of any disconnection or turn-off charge where District personnel are presented with payment on premises, after having been deployed to disconnect service for delinquency. The amount of the disconnection, reconnection and trip charges are set forth in Appendix B.

A person requesting disconnection of water service for any reason shall pay all service fees, including the service fees for the period disconnected, in full, as a condition of resumption of service.

8-10.5 DISCONNECTION AND ABANDONMENT FEES: When water and/or sewer service is disconnected and abandoned, the property owner shall be subject to a disconnection and abandonment administrative/inspection fee, which must be paid prior to disconnection and abandonment.

8-11 SERVICE CHARGES: All persons making a water tap or sewer tap connection shall pay a water and/or sewer service fee. Service fees shall commence at the time the water or sewer tap connection is made and shall be in the amount shown on the schedule of fees, rates, tolls and charges.

8-11.5 RENEWABLE WATER INVESTMENT FEE:

All persons making a water tap connection shall pay a renewable water investment fee. Renewable water investment fee charges shall commence at the time the water connection is made and shall be in the amount shown on the schedule of fees, rate, tolls and charges.

8-12 AVAILABILITY OF SERVICE CHARGE:

8-12-1 General: Pursuant to §32-1-1006(1)(h)(I), C.R.S., the availability of service charge will be assessed against all lots where water, sewer or both water and sewer lines are installed and ready for connection within one hundred feet (100') of the property line of such lot or residential lot equivalent, but this does not apply to lots where a house exists and is connected to existing water, sewer or both water and sewer lines. In the event two (2) or more lots are combined into one (1) lot, the availability of service charge will continue only on the replatted lot if that lot continues to be subject to the availability of service charge requirements. If the combined lot is, at some future date, replatted back into individual lots, the current owner(s) will be subject to the availability of service charge on each individual lot back to the date the lots were combined plus interest thereon.

Nothing herein is intended as a limitation on the District's authority to require as-built drawings prior to finally accepting newly constructed water and sewer lines or other infrastructure that will become part of the District system. Further, for purposes of this Section, installed water and sewer lines shall be ready for connection whether or not the District has received such as built information.

8-12-2 Subdivision Charges: When property which was consolidated from multiple lots into a single lot is replatted and subdivided into multiple lots, and only one availability of service charge was charged during the period of consolidation, a subdivision fee shall be assessed and paid in an amount equal to the amounts which would have been assessed and paid in availability of service charges had the property been subdivided during the time of consolidation. The subdivision fees imposed under this Article shall be reduced by the amount of



availability of service charges paid pursuant to the third sentence of the provision above regarding availability of service charge.

8-13 METER SURCHARGE: In addition to, and without waiving any other available remedy, if a property owner does not comply with Section 3-3-1 or 3-3-7 of these Rules and Regulations, the District may elect to subject the property to a monthly surcharge of Twenty-Five Dollars (\$25.00) or the actual amount incurred by the District to manually read the meter, whichever is greater. The District reserves the right to allow and cancel this exception at any time, on a case by case basis, and require the property owner to comply with Section 3-3-1 and/or 3-3-7.

8-14 CURE CHARGES: Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules and Regulations, any Person who is responsible under these Rules and Regulations to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the actual costs incurred by the District for such undertaking, calculated in accordance with the rates shown on the schedule of fees, rates, tolls and charges. Nonpayment of costs may result in a lien against the property and any balance due will bear interest at the maximum rate allowable under state statutes.

8-15 CIVIL FINES PASSTHROUGH: Any person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by any governmental authority having jurisdiction, shall be fully liable to the District for the total amount of the fine so assessed.

8-16 DELINQUENCY CHARGES; COLLECTION COSTS; LIEN: All water and sewer service charges commence from and after the time a customer taps the District system, unless contractual arrangements call for an earlier service fee payment time. Except as otherwise stated herein, all service charges shall be payable by the due date shown on the water or sewer service billing statement. There will be a penalty if service charges are not paid by said due date or such other due date as specified herein. In the event said payment is not made within sixty (60) days following the due date shown on the water or sewer service billing statement, water and/or sanitation service will be shut off ten (10) days after the District issues written notice. A NSF Check shall not constitute payment within the meaning of these Rules and Regulations. In the event that a NSF Check is received from a customer to prevent water and/or sanitation services from being shut off, such service may be shut off without further notice to the customer. In the event that a payment or payments due from a customer are five thousand dollars (\$5,000) or more in aggregate and payment is not made within thirty (30) days following the billing date shown on the billing statement, water and/or sanitation service will be shut off ten (10) days after the District issues a written notice. Water and/or sanitation service shall not be turned on again until all charges are paid, together with any penalties, interest and disconnect, reconnect and trip charges. There will be a charge for the ten-day written notice. During the period of time of the said disconnection, all persons shall continue to pay their service charge as previously required.

8-16-1 MULTIPLE ACCOUNTS: If a customer has more than one account with the District, service for all of the customer's accounts will be subject to shut off if any account meets the requirements for discontinuation of service in accordance with Article 8 of these Rules and Regulations.

8-17 WITHHOLDING APPROVALS AND PERMITS: Notwithstanding any provision of these Rules and Regulations to the contrary, the District may withhold permits, approvals or other authorizations from any person until all sums then due to the District from such person are paid in full.

8-18 VIOLATION OF CONSERVATION OR CURTAILMENT ORDER: There is hereby imposed a penalty for taking or using water from the District system in violation of any order of the District relating to the curtailment of conservation of water.

8-19 NON-SUFFICIENTLY FUNDED CHECKS (NSF): The District may require any customer who pays fees, rates, tolls or charges with a non-sufficiently funded check, to pay for future services in advance and/or by cash or certified check.

## ARTICLE 8

### FEES, RATES, TOLLS AND CHARGES

8-1 PURPOSE: The purpose of the fees, rates, tolls and charges described in this Article is to provide for the payment of all costs of operating, maintaining, repairing, replacing and expanding the District system, such costs including, without limitation, maintenance of a reasonable contingency fund. All fees, rates, tolls and charges will be determined by the Board of Directors as it deems necessary, and may be changed at any time. The Board may direct the District manager to keep a current schedule of fees, rates, tolls and charges, as practicable, substantially in the form of Appendix B to these Rules and Regulations. In addition to the fees, rates, tolls and charges set forth in such schedule, the District reserves the right, as it determines to be necessary in the best interest of the District, to impose additional fees, rates, tolls and charges.

8-2 WHO SHALL PAY: All fees, rates, tolls and charges described in these Rules and Regulations or subsequently imposed by the Board of Directors are the personal, joint and several obligation of the property owners of the property for which the applicable service is furnished, but the full amount of any such fees, rates, tolls and charges shall also be a perpetual lien against any such property, as provided by § 32-1-1001(1)(j), C.R.S. The District assumes no responsibility for any agreement made between property owners and tenants, regardless of how made and regardless of whether the District has notice thereof. Notwithstanding the foregoing, any plan review or inspection fee shall also be the personal obligation of any person who orders or requests the District to perform such work, even though such person may have acted in a representative capacity when doing so.

8-3 SYSTEM TAP FEES:

8-3-1 Water Tap Fee: There is hereby imposed a water tap fee which shall be due and payable in full at the time application for a permit is made. The amount of the water tap fee shall vary with the size of the tap applied for and shall be in the amount and subject to the provisions set forth in the schedule of fees, rates, tolls and charges, Appendix B, as the same may be amended from time to time.

8-3-2 Sewer Tap Fee: There is hereby imposed a sewer tap fee which shall be due and payable in full at the time application for a permit is made. The amount of the sewer tap fee for a residence shall not be less than the amount charged for a four inch (4") tap and shall be in the amount and subject to the provisions set forth in the schedule of fees, rates, tolls and charges, Appendix B, as the same may be amended from time to time, and the amount charged for a commercial and/or industrial tap fee will be the amount and subject to the provisions set forth in the schedule of fees, rates, tolls and charges, Appendix B, as the same may be amended from time to time or calculated by fixture unit in accordance with the worksheet for sewer & water service for commercial buildings, Appendix C.

8-3-3 Tap Fee Refunds: The District will not refund a water or sewer tap fee, or any portion thereof, upon cancellation or expiration of a permit or for any other reason once the water and/or sewer tap fee is paid. Except as otherwise provided in the Rules and Regulations, all amounts collected by the District as a water and/or sewer tap fee for any tap shall be credited to the land area or improvements thereto that were the subject of the cancelled or expired permit for which it was paid.

8-4 ADMINISTRATIVE FEES: In order to defray the costs and expenses incurred in processing applications, issuing permits and maintaining accurate records in connection with tap sales, there is hereby imposed an administrative and inspection fee per tap regardless of size and regardless of whether the tap is new, a reissue or a disconnection and abandonment, such fee to be in the amount shown on the schedule of fees, rates, tolls and charges. Such fee is in addition to any and all other fees and charges imposed by the District, and shall be paid in full at the time application for the tap or application for tap abandonment is made. A deposit will also be collected at the same time. Said deposit may be refunded upon the District's determination that all required materials have been correctly installed or disconnected and abandoned. If the District determines that such deposit shall not be refunded due to incorrect installation or occupation of or disconnection and abandonment from the premises prior to inspection, the District may use the deposit to reimburse the District the costs and expenses incurred in making such determination.

8-5 HYDRANT USE FEE: There is hereby imposed a fee for each fire hydrant permit issued by the District, which shall be payable in full upon application for the permit and shall be in the amount shown on the schedule of fees, rates, tolls and charges.

8-6 PLAN REVIEW FEES: Whenever any provision of these Rules and Regulations requires a review of plans and design by the District, the person responsible therefor shall pay a plan review fee per each hour of review, when the same are submitted for review, in the amount shown in the schedule of fees, rates, tolls and charges. Plans, or any portion thereof, requiring revision are subject to a subsequent plan review fee when resubmitted.

8-7 OBSERVATION/INSPECTION FEES:

8-7-1 MAIN EXTENSIONS: Any person extending a main shall pay an observation inspection fee in the amount shown on the schedule of fees, rates, tolls and charges. Such fee shall be paid upon the District's approval of the construction plans submitted for review.

8-7-2 OTHER INSPECTIONS: Whenever any provision of the system specifications or these Rules and Regulations not applicable to main extensions requires or provides for observation or inspection of any kind by the District, the person responsible therefor shall reimburse the actual costs incurred by the District for such observation or inspection. If required by the District, the person

requesting or obliged to obtain the observation shall deposit an amount reasonably estimated by the District to cover the fee for such observation when the request for or notice of the needed observation is made. Any unused portion of the deposit will be refunded to the Person, and any deficit will be invoiced to the person liable therefor within sixty (60) days after the observation.

8-8 INCLUSION FEES: Any person who petitions for inclusion of his property into the District pursuant to § 32-1-401 (1), C.R.S. and Article 6 of these Rules and Regulations shall pay the following fees and charges in connection therewith:

8-8-1 ACREAGE FEE: An acreage fee per acre of property actually included, prorated by square footage if less than whole acres are included, in the amount shown on the schedule of fees, rates, tolls and charges.

8-8-2 COSTS: Actual costs incurred by the District in processing the petition for inclusion, calculated in accordance with the rates shown on the schedule of fees, rates, tolls and charges, and expenses, including but not limited to attorney and engineering fees shall be payable regardless of whether the property is actually included. The petitioner shall deposit monies for such costs with the District when the petition for inclusion is filed in the amount shown in the schedule of fees, rates, tolls and charges. Any unused portion of the deposit will be refunded to the petitioner, and any deficit will be invoiced to the petitioner and must be paid by the petitioner before recordation of the inclusion order with the El Paso County Clerk and Recorder.

8-9 SPECIAL SERVICES/REIMBURSEMENT FEES: Fees and charges for water and sewer service rates are imposed and assessed for the purposes pursuant to contractual or other obligations of the District at the rates set forth in Appendix B.

8-10 DISCONNECTION FEES/TRIP CHARGE: When water is once turned on to any premises and thereafter turned off for any reason, except for an emergency repair or permanent disconnection and abandonment, the customer shall be subject to a disconnection, turn-off charge, which must be paid prior to resumption of service. Further, the customer shall pay, in addition to any disconnection turn-off charge, a trip charge, which shall be charged, where as the result of delinquency, the District has determined to disconnect service to any premises and District personnel have been deployed to a premises for the purpose of effecting such disconnection. Further, such trip charge shall be charged and due in lieu of any disconnection or turn-off charge where District personnel are presented with payment on premises, after having been deployed to disconnect service for delinquency. The amount of the disconnection, reconnection and trip charges are set forth in Appendix B.

A person requesting disconnection of water service for any reason shall pay all service fees, including the service fees for the period disconnected, in full, as a condition of resumption of service.

8-10.5 DISCONNECTION AND ABANDONMENT FEES: When water and/or sewer service is disconnected and abandoned, the property owner shall be subject to a disconnection and abandonment administrative/inspection fee, which must be paid prior to disconnection and abandonment.

8-11 SERVICE CHARGES: All persons making a water tap or sewer tap connection shall pay a water and/or sewer service fee. Service fees shall commence at the time the water or sewer tap connection is made and shall be in the amount shown on the schedule of fees, rates, tolls and charges.

8-11.5 RENEWABLE WATER INVESTMENT FEE: All persons making a water tap connection shall pay a renewable water investment fee. Renewable water investment fee charges shall commence at the time the water connection is made and shall be in the amount shown on the schedule of fees, rate, tolls and charges.

8-12 AVAILABILITY OF SERVICE CHARGE:

8-12-1 General: Pursuant to §32-1-1006(1)(h)(I), C.R.S., the availability of service charge will be assessed against all lots where water, sewer or both water and sewer lines are installed and ready for connection within one hundred feet (100') of the property line of such lot or residential lot equivalent, but this does not apply to lots where a house exists and is connected to existing water, sewer or both water and sewer lines. In the event two (2) or more lots are combined into one (1) lot, the availability of service charge will continue only on the replatted lot if that lot continues to be subject to the availability of service charge requirements. If the combined lot is, at some future date, replatted back into individual lots, the current owner(s) will be subject to the availability of service charge on each individual lot back to the date the lots were combined plus interest thereon.

Nothing herein is intended as a limitation on the District's authority to require as-built drawings prior to finally accepting newly constructed water and sewer lines or other infrastructure that will become part of the District system. Further, for purposes of this Section, installed water and sewer lines shall be ready for connection whether or not the District has received such as built information.

8-12-2 Subdivision Charges: When property which was consolidated from multiple lots into a single lot is replatted and subdivided into multiple lots, and only one availability of service charge was charged during the period of consolidation, a subdivision fee shall be assessed and paid in an amount equal to the amounts which would have been assessed and paid in availability of service charges had the property been subdivided during the time of consolidation. The subdivision fees imposed under this Article shall be reduced by the amount of availability of service charges paid pursuant to the third sentence of the provision above regarding availability of service charge.

8-13 METER SURCHARGE: In addition to, and without waiving any other available remedy, if a property owner does not comply with Section 3-3-1 or 3-3-7 of these Rules and Regulations, the District may elect to subject the property to a monthly surcharge of Twenty-Five Dollars (\$25.00) or the actual amount incurred by the District to manually read the meter, whichever is greater. The District reserves the right to allow and cancel this exception at any time, on a case by case basis, and require the property owner to comply with Section 3-3-1 and/or 3-3-7.

8-14 CURE CHARGES: Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules and Regulations, any Person who is responsible under these Rules and Regulations to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the actual costs incurred by the District for such undertaking, calculated in accordance with the rates shown on the schedule of fees, rates, tolls and charges. Nonpayment of costs may result in a lien against the property and any balance due will bear interest at the maximum rate allowable under state statutes.

8-15 CIVIL FINES PASSTHROUGH: Any person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by any governmental authority having jurisdiction, shall be fully liable to the District for the total amount of the fine so assessed.

8-16 DELINQUENCY CHARGES; COLLECTION COSTS; LIEN: All water and sewer service charges commence from and after the time a customer taps the District system, unless contractual arrangements call for an earlier service fee payment time. Except as otherwise stated herein, all service charges shall be payable by the due date shown on the water or sewer service billing statement. There will be a penalty if service charges are not paid by said due date or such other due date as specified herein. In the event said payment is not made within sixty (60) days following the due date shown on the water or sewer service billing statement, water and/or sanitation service will be shut off ten (10) days after the District issues written notice. A NSF Check shall not constitute payment within the meaning of these Rules and Regulations. In the event that a NSF Check is received from a customer to prevent water and/or sanitation services from being shut off, such service may be shut off without further notice to the customer. In the event that a payment or payments due from a customer are five thousand dollars (\$5,000) or more in aggregate and payment is not made within thirty (30) days following the billing date shown on the billing statement, water and/or sanitation service will be shut off ten (10) days after the District issues a written notice. Water and/or sanitation service shall not be turned on again until all charges are paid, together with any penalties, interest and disconnect, reconnect and trip charges. There will be a charge for the ten-day written notice. During the period of time of the said disconnection, all persons shall continue to pay their service charge as previously required.

8-16-1 MULTIPLE ACCOUNTS: If a customer has more than one account with the District, service for all of the customer's accounts will be subject to shut off if any

account meets the requirements for discontinuation of service in accordance with Article 8 of these Rules and Regulations.

8-17 WITHHOLDING APPROVALS AND PERMITS: Notwithstanding any provision of these Rules and Regulations to the contrary, the District may withhold permits, approvals or other authorizations from any person until all sums then due to the District from such person are paid in full.

8-18 VIOLATION OF CONSERVATION OR CURTAILMENT ORDER: There is hereby imposed a penalty for taking or using water from the District system in violation of any order of the District relating to the curtailment of conservation of water.

8-19 NON-SUFFICIENTLY FUNDED CHECKS (NSF): The District may require any customer who pays fees, rates, tolls or charges with a non-sufficiently funded check, to pay for future services in advance and/or by cash or certified check.



## ARTICLE 9

### PROHIBITIONS

9-1 GENERAL: It shall be a violation of these Rules and Regulations for any person to cause or to attempt to cause, or to permit, solicit, aid or abet any other person to cause or attempt to cause, by act or omission, any of the following:

9-1-1 Failure to Comply with Rules and Regulations: Failure or refusal to comply with any requirement imposed in these Rules and Regulations.

9-1-2 Unauthorized Connection of Drains: Unless specifically authorized, in writing, by the District, make any connection to District sewer mains with any drain, including but not limited to footing drains or roof drains.

9-1-3 Unauthorized Service Connection: Make any connection to any District facility to secure water or wastewater service without all permits required therefor.

9-1-4 Unauthorized Use of Water: Take, receive and use any water from the District system in any buildings or on any lot for any purpose whatsoever, except water used and measured through a meter, without the specific approval of the District manager.

9-1-5 Violation of Permit: Take or use water from the District system in violation of the terms of any permit, including the supplying of water from a permitted premises for service to any other premises not covered by the permit.

9-1-6 Unauthorized Supply: Supply, take or use treated or untreated water within the District from any water system other than the District system without specific authorization, in writing, from the District.

9-1-7 Escape or Waste of Water: The escape of water from the District system in such a way that such water is wasted or lost to beneficial use.

9-1-8 Violation of Conservation or Curtailment Order: Take or use water from the District system in violation of any order of the District relating to the curtailment or conservation of water.

9-1-9 Unauthorized Entry: Open or enter any District facility or property without District authorization.

9-1-10 Foreign Materials: Allow or cause the entry of any foreign materials into any water or wastewater facility, public or private.

9-1-11 Interconnection; Cross-Connections: Any physical connection between the District system and any other water system, without a permit from the District.

9-1-12 Right-of-Way/Easement Violations: Constructing, installing or placing any structures or improvements of any kind, surface or subsurface, temporary or permanent, or planting any tree, woody plant or nursery stock of any kind within the boundaries of any District right-of-way or easement in violation of the terms or conditions of such right-of-way or easement, without express written authorization from the District. For the purposes of this provision, the term "structures" includes but is not necessarily limited to, improved walkways, roads, curbs, gutters, sprinkling systems, other utility facilities including those for cable TV, fences, walls, pools, ponds, water features, athletic playing fields or courts, and any and all earthen improvements such as berms and grades providing lateral support to any building or other structure, whether or not such structure is itself within the boundaries of the right-of-way or easement. The District has no obligation whatsoever to restore or repair any structure or improvement within the boundaries of any District right-of-way or easement.

9-1-13 Interference: Any interference with employees or agents of the District in the performance of their duties.

9-1-14 Tampering: Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing or otherwise tampering with any portion of the District system.

9-1-15 Obstructing Flow: Any act that obstructs or is reasonably likely to obstruct the flow of water or wastewater in the District system.

9-1-16 Violation of Termination/Suspension Order: Take, use or consume any water from the District system in violation of a suspension or termination order under Article 5.

9-1-17 False Official Statement; Report: Making or filing with the District by any person of any statement, report or application which he knows or has reasonable cause to know is false or substantially inaccurate, or the omission of any material fact in connection with such statement, report or application when the omission leaves the remainder of the information given misleading or substantially inaccurate.

9-1-18 Failure to Notify of Increase in Fixture Units: Installing fixture units in a commercial permitted premises over the number approved in the permit prior to obtaining a permit from the District for such additional fixtures.

Usage of Copper Sulfate: Allow or cause the entry of any Copper Sulfate products into any water or wastewater facility, public or private. Brand names under which the product may be sold and/or manufacturers that may distribute Copper Sulfate include but are not limited to the following; Roebic Laboratories K-77 Root Killer, Copper Sulfate fine granular crystals, Zep Root Kill II, Root Clear, Drain Out Root Clear, Chem One LTD, Triangle Brand.

9-1-19 Unauthorized Service Disconnection and Abandonment: Disconnection and abandonment from any District facility of water or wastewater service without all permits required therefor.

9-2 SEPARATE VIOLATIONS: For the purposes of this Article 9, a separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue.

## ARTICLE 10

### ENFORCEMENT AND ADMINISTRATION

10-1 LIABILITY: Upon being issued a permit to tap a main or disconnect and abandon a tap from a main, a property owner shall assume the responsibility for all damages, costs, expenses, outlays and claims of every nature and kind arising out of the lack of skillfulness or negligence on the part of himself, his contractor, or his agents in connection with plumbing or excavating in preparation for making a sewer or water tap or disconnecting and abandoning a sewer or water tap. The property owner shall further be responsible for obtaining, at his sole cost and expense, any permits required from other agencies to make such tap or disconnect and abandon such tap.

10-2 RIGHT OF ENTRY FOR INSPECTIONS: Duly authorized representatives of the District, bearing proper credentials and identification, shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling and testing in connection with the enforcement and administration of these Rules and Regulations.

10-3 SUSPENSION OR TERMINATION OF SERVICE: In addition to and without waiving any other available remedy, the District shall have and may exercise the right to suspend or terminate service to any property where a violation of these Rules and Regulations occurs or continues, in accordance with the following:

10-3-1 Immediate Suspension/Termination: The District may immediately terminate service upon revocation of any permit, or suspend service when such suspension is necessary in order to stop or prevent any use or escape of water from the District system which presents or may present a risk of substantial loss of water or an imminent and substantial endangerment to the property, health or welfare of any person .

10-3-2 Notice and Opportunity for Hearing:

10-3-2-1 When it appears that any fees or charges imposed under these Rules and Regulations have become delinquent, or that any private water or wastewater facilities in the District, or any use being made of private or District water or wastewater facilities, are not in conformity with these Rules and Regulations, any permit or approved plans, or any applicable agreement or contract, the District shall mail or deliver to the property owner where or as to which the deficiency occurs, at the service address or a known current mailing address for the property owner of the affected property, a notice advising him of the following:

10-3-2-1-1 The alleged deficiency or violation;

10-3-2-1-2 That water service to the property will be suspended or terminated on account of such deficiency or violation on a specified date, not less than ten (10) days from the date of the notice, unless the stated deficiency or violation is sooner cured;

10-3-2-1-3 That he has the right to a hearing at which he may be heard concerning the alleged deficiency; and

10-3-2-1-4 That he must request the hearing in writing before the suspension or termination date specified in the notice if he desires the hearing to be held.

10-3-2-2 If the property owner does not cure the stated deficiency/violation or request a hearing within the time provided, the District shall forthwith order service to be suspended or terminated, as appropriate.

10-3-2-3 Any hearing requested shall be held in conformance with Article 10-4.

10-3-3 Execution of Order: Any person notified of a suspension or termination of service shall immediately stop or eliminate the taking of any and all water from the District system at the property affected by such order. The District may take such steps as deemed necessary, including a physical interruption or disconnection of service, in order to enforce the suspension or termination order.

10-3-4 Grounds for Termination Versus Suspension; Effect: Service shall be terminated and not merely suspended if: (1) the permit therefor is revoked; (2) the connection providing such service was not authorized when made; or (3) the service was previously suspended at least four (4) times within the preceding five (5) years as a consequence of the acts or omissions of the same property owner. Any service terminated under this Article 10-3 may not be reinstated. The property owner served by a service which has been so terminated may apply for new service for such property as provided in Article 3.

10-3-5 Reinstatement of Suspended Service: Any suspension order shall be rescinded by the District manager upon a determination that the deficiency or violation forming the basis for such suspension order has been cured and that no further or other nonconforming conditions or uses of the District system are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection fee, and any and all other amounts then due to the District from such person .

#### 10-4 HEARING AND APPEAL PROCEDURES:

10-4-1 Application: The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application or enforcement of the Rules and Regulations, as they now exist or may hereafter be amended. The hearing and appeal procedures established hereunder shall not apply to the following complaints: (1) complaints arising out of the interpretation of the terms of District contracts; and (2) complaints arising with regard to personnel matters.

10-4-2 Initial Complaint Resolution: Complaints concerning the interpretation, application or enforcement of the Rules and Regulations of the District must be presented in writing to the District. A hearing fee deposit in the amount set forth in Appendix B shall be made to the District along with the request for the hearing. Upon receipt of a complaint, the District Manager, after a full and complete review of the statement of the complaint, may take such action and make such determination as may be warranted and shall notify the person complaining of the action or determination by mail within fifteen (15) days after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

10-4-3 Review by Board:

10-4-3-1 In the event the decision of the District is unsatisfactory to the complainant, the complainant may request that the matter be submitted to the Board by sending a letter so specifying to the District. In its sole discretion, the Board may affirm the action of the District or may direct that other action be taken. At this stage, the Board may attempt to resolve the issue informally.

10-4-3-2 Except as provided in these Rules and Regulations, the Board has no obligation to conduct public hearings. It may choose to do so at its sole discretion, upon the request of the party who has exhausted the procedures specified in Article 10-4-2.

10-4-4 Conduct of Hearing:

10-4-4-1 If a hearing by the Board is requested, the President of the Board shall preside. The complainant and the District and/or their representatives shall be permitted to appear in person. The complainant and the District may each be represented by legal counsel or any other person selected.

10-4-4-2 The complainant or his representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any person ; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Board may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

10-4-4-3 The Board shall determine whether clear and convincing grounds exist to alter, amend, defer or cancel the interpretation, application and/or enforcement of the Rules and Regulations that are the subject of the complaint. The decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer or cancel the action shall be upon the complainant.

10-4-5 Findings: At or subsequent to the formal hearing, the Board shall make written findings and shall cause an order to be issued to the complainant disposing of the matter. A copy of the order shall be mailed to the complainant not later than fifteen (15) days after the date of the formal hearing.

10-4-6 Board's Decision Final: The decision of the Board shall be final. In its sole discretion, the Board may reconsider its decision if requested in writing to do so by the complainant. Any such request should state any new or different circumstance which would justify a reconsideration.

10-4-7 Notice: A complainant shall be given notice of any hearing before the Board, by certified mail at least seven (7) days prior to the date of the meeting or hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the complainant shall also be served upon the attorney.

#### 10-5 CURE OF VIOLATIONS:

10-5-1 Order to Cure: If the District determines that any water or wastewater facilities are not in conformity with these Rules and Regulations or that the terms of any right-of-way, easement or other agreement between the District and a property owner are being violated, the District may give written notice thereof to the property owner at the service address or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the property owner, at his cost, to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for the completion of the curative work.

10-5-2 District Cure at Owner Cost: If the property owner fails within the specified time following such notice to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the property owner for its Actual Costs incurred in connection therewith. Those provisions of these Rules and Regulations applicable to invoicing and collection of fees and charges shall apply to any charges assessed to the property owner under this Article.

10-6 APPEALS: Except as provided in Article 10-4-6, any orders, directives or decisions of the District relating to the administration or enforcement of these Rules and Regulations may be appealed, in writing, to the Board of Directors, within ten (10) days of the effective date of the order, directive or decision.

10-7 PENALTY CHARGES: For the purposes of defraying the District's costs and expenses incurred in discovering, investigating, curing and repairing the consequences of violations of applicable requirements, and additionally, in order to deter persons from committing such violations, there is hereby imposed upon any person who the District finds and determines caused, causes, or attempts to cause, or who permits, solicits, aids or abets any other person to cause or attempt to cause, by act or omission, any of the violations set forth below the penalty charge set forth in Appendix B for such violation. For the purposes of this Article, it shall be

rebuttably presumed that the owner of the property served by any private water and/or wastewater facilities where, or upon which, such violation exists, or of property which directly benefits from such violation, is the person who caused or permitted the same to occur. A separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue. Those provisions of these Rules and Regulation applicable to invoicing and collection of fees and charges shall apply to any and all charges imposed under this Article 10.

10-7-1 Unauthorized Service Connection: An unauthorized service connection is made by: (1) any service connection made to the District system without a proper permit therefor; or (2) a service connection to the private plumbing system of the permitted premises to supply water or water service to any premises not covered by the permit .

10-7-2 Unauthorized Use of Water: Unauthorized use of water is the: (1) taking or using of water from the District system without a valid permit therefor; or (2) taking or using of water from a permitted premises for service on any other premises not covered by the permit .

10-7-3 Violation of Permit: Violation of permit is the taking or using of water from the District system in violation of the terms of any permit provided by these Rules and Regulations.

10-7-4 Interconnection: Interconnection is the making of any physical connection between the District system and any other water system, without the written approval of the District.

10-7-5 Cross Connection: Any connection not in compliance with the District's cross connection regulations.

10-7-6 Escape or Waste of Water: The escape or waste of water is causing or permitting the escape of water from the District system in such a way that water is wasted or lost to beneficial use.

10-7-7 Unauthorized Supply: Unauthorized supply is the supplying, taking or using of water within the District from any water system other than the District system.

10-7-8 Violation of Conservation or Curtailment Order: A violation of a conservation or curtailment order occurs when a person takes or uses water from the District system in violation of any order of the District relating to the curtailment or conservation of water.

10-7-9 Interference; Failure to permit Inspection: Interference or failure to permit inspection occurs when a person interferes with the employees or agents of the District in the performance of their duties, or refuses to permit District employees or agents to inspect the premises.



10-7-10 Tampering: Tampering includes by way of illustration and without limitation, by bypassing, breaking, damaging, dumping, destroying, removing, uncovering, altering, defacing or otherwise tampering with any portion of the District system, obstructing the flow of water or wastewater in the District System or obstructing access to District facilities.

10-7-11 Easement Violations: Easement violations occur by constructing or placing any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature, except grass, or any other prohibited plant or structure within the boundaries of any District right-of-way or easement. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind constructed or placed within the boundaries of any District right-of-way or easement may be removed by the District at the expense of owner without liability to the District.

10-7-12 Unauthorized Entry: Unauthorized entry is the opening of or entering onto any District owned property or facility without written authorization from the District.

10-7-13 Foreign Materials: A foreign material violation occurs when a person causes or permits the entry of any foreign materials into any water or wastewater facility, public or private.

10-7-14 Failure to Report: Failing to report damage to or alteration of any District facility, or any foreign materials or obstruction in the flow of water and/or wastewater in any District facility.

10-7-15 Violation of Stop Work Order: Violation of a stop work order occurs when a person performs or continues to perform any work in violation of a stop work order.

10-7-16 Violation of Suspension/Termination Order: Violation of a suspension/termination order occurs from the failure to stop or eliminate the discharge of wastewater from property affected by an order suspending or terminating service to such property.

10-7-17 False Official Statement: A false official statement occurs by making to or filing with the District any statement, report or application which the person making or filing the same knows or has reasonable cause to know is false or substantially inaccurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate.

10-7-18 Failure to Notify of Excavation: Failure to notify of excavation occurs by failing to notify the District of excavations in the area of subsurface District facilities at least two (2) business day before beginning such excavation.

10-7-19 Failure to Notify of Increase in Fixture Units: Failure to notify the District of an increase in the number of fixture units over the number in the permit occurs by failing to notify the District in writing and obtaining a permit from the District prior to any installation of the additional fixture units

10-8 CIVIL DAMAGES AND INJUNCTIVE RELIEF: In addition to and without waiving any other available remedy, the District may: (1) recover civil damages which result from any violation of these Rules and Regulations or other unlawful act or omission or (2) seek injunctive relief from any act or omission which violates these Rules and Regulations or which jeopardizes the property or health of any person; from any person , liable under the laws of the United States or the State of Colorado, to the District.

10-9 REMEDIES CUMULATIVE: The remedies available to the District under these Rules and Regulations, and under the laws of the State of Colorado shall be deemed cumulative, and the utilization by the District of any single such remedy or combination thereof shall not preclude the District from utilizing any other remedy or combination thereof.

ARTICLE 11  
STANDARD SPECIFICATIONS

Refer to District for Standard Specifications

**APPENDIX A – RULES AND REGULATIONS  
WOODMOOR WATER AND SANITATION DISTRICT  
TAP APPLICATION FOR RESIDENTIAL AND COMMERCIAL STRUCTURES**

**1. General Information:**

The undersigned applicant requests the authority to tap the water and sewer lines of the Woodmoor Water and Sanitation District No. 1. The tap is for a (check one):

Single Family Residence,  Multi Family Residence,  Irrigation,  Commercial,  Other

Street address: \_\_\_\_\_ Monument, CO 80132

Legal Description: Lot # \_\_\_\_\_, Block # \_\_\_\_\_, Subdivision \_\_\_\_\_.

Sewer tap size requested: \_\_\_\_\_, Water tap size requested: \_\_\_\_\_.

Name of Prime Contractor	Name of Owner
Mailing Address	Mailing Address
City, State, Zip Code	City, State, Zip Code
Telephone	Telephone

**2. Fees and Deposits:** (to be filled in by District)

Application Deposit (refundable): \_\_\_\_\_, Meter Fee: \_\_\_\_\_,

Processing / Inspection Fee: \_\_\_\_\_,

Tap Fees: Water: Tap Size: \_\_\_\_\_, Fee: \_\_\_\_\_,

Sewer: Tap Size: \_\_\_\_\_, Fee: \_\_\_\_\_,

Total Fees and Deposit: \_\_\_\_\_.

If final inspection has not been arranged for by the contractor, and/or if the District's final inspection is not passed prior to the building being occupied, no deposit refund will be issued. Any refund due will be made only if there has been compliance with the rules and regulations of the District, this application and the contract. If construction is not commenced within six (6) months after the date of approval by the Board of Directors, this permit shall expire and applicant must reapply and have a permit approved before construction can commence. Neither this application nor the permit granted hereunder shall be transferable. The deposit made with this application is not a part of the tap fee.

### 3. Contract Terms and Conditions:

In consideration of the District granting the application request and issuing a tap permit, applicant further agrees to:

- a. Obtain approval of building plans from the Woodmoor Improvement Association Architectural Control Committee.
- b. Pay the tap fee in effect at the time of this application. (Effective March 15, 1995, anyone who pays a water and sewer tap fee must complete construction on the permitted premises and have a final inspection completed by the District within 12 months. The 12-month period commences from the date of application. If construction is not completed and final inspection by the District is not made within the 12-month period, the permitted premises will be subject to any increase in tap fees that takes effect prior to the time that final inspection is made. If a tap has not been made within the 12-month period, no tap will be allowed until any applicable increase in tap fees has been paid. Any tap fees prepaid prior to March 15, 1995, will not be affected by this policy.)
- c. After tapping, to pay the current water and sewer monthly use fees.
- d. Notify the District of the proposed date of occupancy at least ten (10) days prior to occupying the dwelling.

I (we) understand that water will not be turned on until the following items have been complied with:

- a. All taps of the District mains will be inspected as well as water and sewer service lines from the point of tap to the entrance into the served building. The District will prepare a diagram showing the location of sewer tap and clean outs, the water tap and the curb stop.
- b. Residential water meters are the property of the District. Subject to the provisions of the Rules and Regulations, the cost of any water meter repair or replacement of water meter components performed by the District will be paid by the District. Commercial meters installed prior to March 14, 2006, are the property of the building owner. Meters must be kept in repair at all times. Commercial meters installed after March 14, 2006 are the property of the District. Subject to the provisions of the Rules and Regulations, the cost of any water meter repair and replacement of water meter components performed by the District will be paid by the District.
- c. The Woodmoor Water and Sanitation District No. 1 is not responsible for any cost of installation, operation or maintenance of any private water service lines or sewer service lines.
- d. A cross connection control device and a pressure reducing valve that complies with District specifications must be installed. A cross connection control device will be provided by the District at the time of application for residential units only. All installations must be in accordance with the District's Rules and Regulations regarding cross connection control.
- e. All installations of water and sewer service lines must be in accordance with the Districts Rules and Regulations, and specifications regarding service line installation.
- f. The owner and/or builder is responsible for contacting the District to determine main line locations and elevations prior to building. The District is not responsible for exact locations or elevations.
- g. This District is regulated by the State of Colorado. If you have any questions regarding those regulations, please contact us.

The undersigned understands and agrees:

- a. Once a water tap is made, the District will charge the minimum monthly water and sewer service fees for construction use only. Should large amounts of water be used for such purposes as lawns and other plantings, full rates plus overage will be charged. A meter reading will be taken by the District as of occupancy date, and the District will continue to read the meter and provide the occupant this reading on the monthly bill. The District has increasing block rates to discourage excessive water use.
- b. Complete copies of District Rules and Regulations are available for my (our) use at the District office, and I (we) are responsible for compliance with these regulations as well as payment of any costs arising from noncompliance.

- c. This is a Special District, taxpayer owned, and, as such, the bills follow the property rather than the person. As the owner, I (we) understand that if I (we) lease this property to someone, the District will bill the tenant as a matter of courtesy to me (us), however, if the tenant does not pay, then I (we) as the owner of the property, am responsible for payment of any outstanding bills.
- d. Residential taps shall be ¾" water and 4" sewer unless the District Board of Directors approves applications for larger taps.
- e. The information set forth in this Tap Application for Residential and Commercial Structures, the provisions of the Rules and Regulations of the District and the proposed terms and conditions of the construction contract are incorporated herein and made a part hereof of any tap permit to be issued by the District.

The undersigned certifies that he has read the Rules and Regulations of the District and proposed contract for line construction and will construct all facilities to conform to the Rules and Regulations, the contract and this application.

I acknowledge having received a cross connection control device.

I acknowledge having received a Model 25 Badger Meter (body only).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

**TAP PERMIT**

Approved this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**WOODMOOR WATER AND SANITATION DISTRICT NO. 1**

By \_\_\_\_\_  
For secretary

This Tap Application for Residential and Commercial Structures Form is effective the 14<sup>th</sup> day of March, 2006 and supersedes all previous Application for Permit Forms issued by this District.

**APPENDIX A-1 – RULES AND REGULATIONS  
WOODMOOR WATER AND SANITATION DISTRICT  
APPLICATION FOR MODIFIED SERVICE**

**1. General Information:**

The undersigned applicant requests the authority to modify the existing water and/or sewer service for a \_\_\_\_\_ located at:

Street address: \_\_\_\_\_  
\_\_\_\_\_

Legal Description: Lot # \_\_\_\_\_, Block # \_\_\_\_\_, Subdivision \_\_\_\_\_.

Existing sewer tap size: \_\_\_\_\_, Existing water tap size: \_\_\_\_\_.

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

**2. Description of requested service modification:**

\_\_\_\_\_  
\_\_\_\_\_

New sewer tap size requested: \_\_\_\_\_, New water tap size requested: \_\_\_\_\_.

**3. Fees and Deposits: (to be filled in by District)**

Application Deposit (refundable): \_\_\_\_\_, Meter Fee: \_\_\_\_\_,

Processing / Inspection Fee: \_\_\_\_\_,

Tap Fees: Water: Tap Size: \_\_\_\_\_, Fee: \_\_\_\_\_,

Sewer: Tap Size: \_\_\_\_\_, Fee: \_\_\_\_\_,

Total Fees and Deposit: \_\_\_\_\_.

If final inspection has not been arranged for by the contractor, and/or if the District's final inspection is not passed prior to the building being occupied, no deposit refund will be issued. Any refund due will be made only if there has been compliance with the rules and regulations of the District, this application and the contract. If construction is not commenced within six (6) months after the date of approval by the Board of Directors, this permit shall expire and applicant must reapply and have a permit approved before construction can commence. Neither this application nor the permit granted hereunder shall be transferable. The deposit made with this application is not a part of the tap fee.

#### 4. Contract Terms:

In consideration of the District granting the application request and issuing a service modification permit, applicant further agrees to:

- a. Obtain approval of building plans from the Woodmoor Improvement Association Architectural Control Committee.
- b. Pay the tap fee in effect at the time of this application. (Effective March 15, 1995, anyone who pays a water and sewer tap fee must complete construction on the permitted premises and have a final inspection completed by the District within 12 months. The 12-month period commences from the date of application. If construction is not completed and final inspection by the District is not made within the 12-month period, the permitted premises will be subject to any increase in tap fees that takes effect prior to the time that final inspection is made. If a tap has not been made within the 12-month period, no tap will be allowed until any applicable increase in tap fees has been paid. Any tap fees prepaid prior to March 15, 1995, will not be affected by this policy.)
- c. After tapping, to pay the monthly water and sewer service fees.
- d. Notify the District of the proposed date of occupancy at least ten (10) days prior to occupying the dwelling.

The undersigned understands and agrees that water will not be turned on until the following items have been complied with:

- a. All taps of the District mains will be inspected as well as water and sewer service lines from the point of tap to the entrance into the served building. The District will prepare a diagram showing the location of sewer tap and clean outs, the water tap and the curb stop.
- b. Residential water meters are the property of the District. Subject to the provisions of the Rules and Regulations, the cost of any water meter repair or replacement of water meter components performed by the District will be paid by the District. Commercial meters installed prior to March 14, 2006 are the property of the building owner. Meters must be kept in repair at all times. Commercial meters installed after March 14, 2006 are the property of the District. Subject to the provisions of the Rules and Regulations, the cost of any water meter repair or replacement of water meter components performed by the District will be paid by the District.
- c. The Woodmoor Water and Sanitation District No. 1 is not responsible for any cost of installation, operation or maintenance of any private water service lines or sewer service lines.
- d. A cross connection control device and a pressure reducing valve that complies with District specifications must be installed. A cross connection control device will be provided by the District at the time of application for residential units only. All installations must be in accordance with the District's Rules and Regulations regarding cross connection control.
- e. All installations of water and sewer service lines must be in accordance with the Districts Rules and Regulations, and specifications regarding service line installation.
- f. The owner and/or builder is responsible for contacting the District to determine main line locations and elevations prior to building. The District is not responsible for exact locations or elevations.
- g. The owner/customer agrees to allow the District reasonable access to and upon his property for repair, maintenance, relocation, placement, replacement, installation, resetting, retrofitting, reading, inspection, testing, connecting, disconnecting, reconnecting and any other appropriate activities required, of and to those improvements necessary to provide the water and/or sewer service.



The undersigned understands and agrees that:

- a. Once a water tap is made, the District will charge the minimum monthly water and sewer service fees for construction use only. Should large amounts of water be used for such purposes as lawns and other plantings, full rates plus overage will be charged. A meter reading will be taken by the District as of occupancy date, and the District will continue to read the meter and provide the occupant this reading on the monthly bill. The District has increasing block rates to discourage excessive water use.
- b. Complete copies of District Rules and Regulations are available for my (our) use at the District office, and I (we) are responsible for compliance with these regulations as well as payment of any costs arising from noncompliance.
- c. This is a Special District, taxpayer owned, and, as such, the bills follow the property rather than the person. As the owner, I (we) understand that if I (we) lease this property to someone, the District will bill the tenant as a matter of courtesy to me (us), however, if the tenant does not pay, then I (we) as the owner of the property, am responsible for payment of any outstanding bills.
- d. Residential taps shall be 3/4" water and 4" sewer unless the District Board of Directors approves applications for larger taps.
- e. The information set forth in this Tap Application for Residential and Commercial Structures, the provisions of Rules and Regulations of the District and the terms and conditions of the construction contract are incorporated herein and made a part of any tap permit to be issued by the District.
- f. In addition, permittee agrees to the follow special conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned certifies that he has read the Rules and Regulations of the District and proposed contract for line construction and will construct all facilities to conform to the Rules and Regulations, the contract and this application.

I acknowledge having received a cross connection control device.

I acknowledge having received a Model 25 Badger Meter (body only).

\_\_\_\_\_  
 Signature Date

\*\*\*\*\*

SERVICE MODIFICATION PERMIT

Approved this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**WOODMOOR WATER AND SANITATION DISTRICT NO. 1**

By \_\_\_\_\_  
For secretary

This Application for Modified Service Form is effective the 14<sup>th</sup> day of March, 2006.

**APPENDIX A-2 – RULES AND REGULATIONS  
WOODMOOR WATER AND SANITATION DISTRICT  
APPLICATION FOR TAP ABANDONMENT  
RESIDENTIAL AND COMMERCIAL STRUCTURES**

**1. General Information:**

The undersigned applicant requests the authority to physically disconnect and abandon water and/or sewer service lines from systems of the Woodmoor Water and Sanitation District No. 1. The tap is for a (check one):

Single Family Residence,  Multi Family Residence,  Irrigation,  Commercial,  Other

Street address: \_\_\_\_\_ Monument Co.80132

Legal Description: Lot # \_\_\_\_\_, Block # \_\_\_\_\_, Subdivision \_\_\_\_\_.

Purpose for abandonment (i.e. lot line vacation, moved or destroyed building, etc.)

\_\_\_\_\_

\_\_\_\_\_

Service lines to be permanently abandoned:

Water Only,  Sewer Only,  Both water and sewer

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

**2. Fees and Deposits: (to be filled in by District)**

Application Deposit (refundable): \_\_\_\_\_,

Processing / Inspection Fee: \_\_\_\_\_,

Total Fees and Deposit: \_\_\_\_\_.

If final abandonment inspection has not been arranged for by the contractor, and/or if the abandonment has not passed the District's final inspection within 90 calendar days from the effective date of this permit, no deposit refund will be issued and the District may refuse to disconnect service to the property. Any refund due will be made only if there has been compliance with the rules and regulations of the District, this application and the

contract. If construction is not commenced within sixty (60) days after the effective date of permit approval by the Board of Directors, this permit shall expire and the applicant must reapply and have the permit approved before construction can commence. Neither this application nor the permit granted hereunder shall be transferable.

**Contract Terms:**

Upon the approval of this application, applicant further agrees to:

- a. Obtain any and all permits required from applicable regulatory agencies prior to commencing work.
- b. Pay the processing/inspection tap fee in effect at the time of this application. The effective date of the permit shall commence as of the date the application was received and all associated fees paid. If the permit expires and/or final inspection by the District is not made within the 60-day period, the Lot will be subject to any increase in abandonment fees that takes effect prior to the time that final inspection is made. If the tap abandonment has not been made within the 60-day period and no permit re-issuance has been made, the District may refuse to disconnect service to the property.

**4. Contract Conditions:**

I (we) understand that water may be shut off to the property or water service may be refused until the following items have been complied with:

- a. All work taking place on, in or around District mains shall be inspected by District personnel prior to the contractor and/or lot owner covering up any portion of the work.
- b. The Woodmoor Water and Sanitation District No. 1 is not responsible for any cost of disconnection and abandonment of any private water or sewer service lines.
- c. Due to variations in construction, the repair method used to disconnect and abandon service lines at the main shall be determined by the District in its sole discretion. The use of repair bands, couplings, solid sleeves, caps or plugs, etc. and specific disconnection and abandonment methods shall be determined by the District after exposing the service lines at the main but prior to physical disconnection of service lines.
- d. The **owner and/or builder is responsible** for contacting the District to determine methods for disconnection and abandonment of tap(s), and to schedule inspections. The District is not responsible for existing locations or elevations of District facilities.
- e. This District is regulated by the State of Colorado. If you have any questions regarding those regulations, please contact us.
- f. The Contractor and/or permittee shall be responsible for obtaining any permits required to perform the work and to comply with all rules, regulations, and ordinances of applicable regulatory agencies having jurisdiction in the area the work is to be performed.

Complete copies of District Rules and Regulations and Standard Specifications for the Design and Construction of Water and Sewer Systems are available for my (our) use at the District office, and I (we) are responsible for compliance with these regulations as well as payment of any costs arising from noncompliance.

The Rules and Regulations of the District and the proposed contract for tap abandonment construction are incorporated herein and made a part hereof.

The undersigned certifies that he has read the Rules and Regulations and Standard Specifications for the Design and Construction of Water and Sewer Systems of the District and proposed contract for tap abandonment construction and will construct all facilities to conform to the Rules and Regulations, the contract and this application. Furthermore, the undersigned hereby certifies, in good faith, that he/she is the legal owner of the lot for which tap(s) are to be permanently abandoned or has legal authority to act on behalf of the legal owner.

---

Signature

Date

\*\*\*\*\*

P E R M I T

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WOODMOOR WATER AND SANITATION DISTRICT NO. 1**

By \_\_\_\_\_  
For secretary

This Permit Form is effective the 1<sup>st</sup> day of May, 2006 and supersedes all previous Application for Permit Forms issued by this District.

**APPENDIX B – RULES AND REGULATIONS  
SCHEDULE OF FEES, RATES, TOLL AND CHARGES**

1. WATER TAP FEE:

Residential 3/4" tap fee = \$20,508.00

A schedule of tap fees for Customers with larger than 3/4" meters is shown in the following table. The second column shows the ratios of tap fee charges for larger meters relative to the charge for a 3/4" meter. Application of these ratios to the currently indicated tap fee for a single family residential Customer with a 3/4" meter results in the schedule of charges shown in the fourth column.

<b>METER SIZE (in inches)</b>	<b>CURRENT RATIO OF TAP FEE RELATIVE TO 3/4" CHARGE</b>	<b>MAXIMUM FIXTURE UNITS AVAILABLE</b>	<b>ACTUAL TAP FEE</b>
3/4"	1.0	25	\$20,508.00
1"	1.78	50	\$36,504.24
1 1/4"	2.79	100	\$57,217.32
1 1/2"	4.01	200	\$82,237.08
2"	7.11	300	\$145,811.88
2 1/2"	11.30	500	\$231,740.40
3"	16.03	600	\$328,743.24
4"	28.44	1000	\$583,247.52
6"	64.23	2500	\$1,317,228.84

\* Single-family equivalent units of multi-family dwellings will pay a tap fee of 75% of single-family tap fee for a residence on a single-family lot if connected on a 3/4" tap.

**Note:** Tap Fee will be calculated by charging for a single tap size or by charging for the aggregate number of meters, whichever dollar amount is greater.

2. SEWER TAP FEE:

Residential Sewer Tap Fee = \$7,112.00

Commercial and/or industrial sewer tap fee will be calculated by fixture unit according to Commercial Fixture Rate and Chart, Appendix C.

3. WATER AND/OR SEWER ADMINISTRATIVE AND INSPECTION FEE:

\$550.00	refundable as follows:
\$450.00	nonrefundable
\$100.00	penalty if home is occupied prior to final inspection.
\$100.00	refundable upon District determination that all required materials have been correctly installed; provided the District inspection was made prior to occupancy.

3.5. WATER AND/OR SEWER DISCONNECTION AND ABANDONMENT ADMINISTRATIVE AND INSPECTION FEE:

\$300.00	refundable as follows:
\$150.00	nonrefundable administrative/inspection fee
\$150.00	refundable if District visits/inspects the site two or fewer times.

4. EQUIPMENT FEE:

- A. \$ 25.00 for backflow device (for new houses) (included in application fee)
- B. \$225.00 for water meter, radio transponder and water hammer prevention device (included in application fee)

5. HYDRANT USE FEE:

\$25.00	per use up to seven (7) days plus the per 1,000 gallon water usage rate in effect at the time
---------	---

6. PLAN REVIEW FEE:

Engineering plan review - \$100.00 per hour.

7. OBSERVATION/INSPECTION FEE:

\$75.00/hour

8. SERVICE FEES:

- A. Water:  
See attached water rate schedule.

B. Sewer (Wastewater):

See attached wastewater rate schedule.

8.5 RENEWABLE WATER INVESTMENT FEE:

Tap Size	Service Tap Equivalents	Amount of Renewable Water Investment Fee (per month)
3/4" MF (1)	0.75	\$33.75
3/4"	1.00	45.00
1"	1.78	80.10
1.25"	2.79	125.55
1.5"	4.01	180.45
2"	7.11	319.95
2.5"	11.30	508.50
3"	16.03	721.35

(1) This tap size refers to multi-family unit customers.

9. DISCONNECTION/RECONNECTION CHARGE AND TRIP CHARGE:

\$50.00 Disconnection charge and, in addition, property owner shall be responsible for actual costs associated with the mandatory disconnection of service.

\$50.00 Reconnection charge and, in addition, property owner shall be responsible for actual costs associated with the reconnection of service.

\$30.00 Trip charge.

10. AVAILABILITY OF SERVICE CHARGE:

\$25.00/year per each lot or residential lot equivalent.

10.A. SUBDIVISION CHARGE

Charged in accordance with Article 8.

11. INCLUSION FEES:

A. Acreage fee:

As determined by the Board of Directors.

B. Actual costs associate with petition/inclusion:

Deposit of \$5,000 - Any unused portion of deposit will be refunded, and any deficit will be invoiced to the inclusion petitioner.

C. District system development charges:

As determined by the Board of Directors.

12. DELINQUENCY CHARGE; COLLECTION & LIEN COSTS:

A.	Late Payment Penalty	\$ 10.00
B.	Disconnect Notice Letter	20.00
C.	Disconnect Charge	50.00**
D.	Reconnect Charge	50.00
E.	Trip Charge	30.00
F.	Lien Fee	60.00
G.	Return Check Charge	15.00

\*\*In addition to the disconnect charge, the property owner will be responsible for actual costs associated with the mandatory disconnection of service.

13. SPECIAL SERVICE/REIMBURSEMENT FEES:

Assessed pursuant to contractual or other obligations of the District.

14. CURE CHARGES:

District actual costs.

15. METER SURCHARGE:

\$25.00 or the actual cost incurred by the District to manually read the meter, which is greater.

16. UNAUTHORIZED SERVICE CONNECTION:

Twice the current system development charge for the connection made, calculated as provided in Article 7-2, in addition to any system development charge imposed



or paid pursuant to Article 7-2 for the connection when made in conformity with these Rules and Regulations.

16.5. UNAUTHORIZED SERVICE DISCONNECTION AND ABANDONMENT:

\$500.00

17. UNAUTHORIZED USE OF WATER:

\$50.00

18. VIOLATION OF PERMIT:

\$50.00

19. INTERCONNECTION; CROSS-CONNECTION:

\$1,000.00

20. ESCAPE OR WASTE OF WATER:

\$100.00

21. UNAUTHORIZED SUPPLY:

For supplying: \$500.00      For taking or using: \$500.00

22. VIOLATION OF CONSERVATION OR CURTAILMENT ORDER:

\$100.00

23. INTERFERENCE; FAILURE OF PERMIT INSPECTION:

\$150.00

24. TAMPERING:

\$2,000.00

25. EASEMENT VIOLATIONS:

\$150.00

26. UNAUTHORIZED ENTRY:  
\$25.00
27. FOREIGN MATERIALS:  
\$100.00
28. FAILURE TO REPORT:  
\$100.00
29. VIOLATION OF STOP WORK ORDER:  
\$500.00
30. VIOLATION OF SUSPENSION/TERMINATION ORDER:  
\$500.00
31. FALSE OFFICIAL STATEMENT:  
\$100.00
32. FAILURE TO NOTIFY OF EXCAVATION:  
\$25.00
33. UNAUTHORIZED ADDITIONAL FIXTURE UNITS  
125% of the then current fixture rate.
34. VIOLATION OF THE RULES AND REGULATIONS:

For any violation not covered by a specific provision shown in this Appendix B the penalty shall be \$100 and the amount of the District's actual costs incurred as a result of the violation.

FIRST VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

Written Warning

SECOND VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$50.00

THIRD VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$100.00

FOURTH VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$200.00

FIFTH VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$200.00      Flow restrictions to 25% of normal flow.

35. HEARING FEE DEPOSIT:

A hearing fee deposit of \$1,000.00 is to be paid at the time a hearing is requested.

If the actual administrative costs of the hearing are less than \$1,000.00, the District will refund the excess amount to the complainant.

If the Board determines that a complainant is indigent, the Board will waive the hearing fee. If the complainant's income is at or below the income eligibility guidelines and he or she has liquid assets of \$1,500.00 or less, the complainant is indigent and eligible for a waiver of the hearing fee deposit.

**Income Eligibility Guidelines**

<b>Family Size</b>	<b>Monthly Income Guidelines</b>	<b>Yearly Income Guidelines</b>
1	\$1,083.00	\$13,000.00
2	\$1,458.00	\$17,500.00
3	\$1,833.00	\$22,000.00
4	\$2,208.00	\$26,500.00
5	\$2,583.00	\$31,000.00
6	\$2,958.00	\$35,500.00
7	\$3,333.00	\$40,000.00
8	\$3,708.00	\$44,500.00

36. All obligations to the District are payable when due. No installment or deferred payments are allowed.

RATES 2012

WATER RATES COMPONENT	METER EQUIV	RESIDENTIAL	NON-RESIDENTIAL	IRRIGATION ONLY	BULK	NON-POTABLE
<b>MONTHLY SERVICE CHARGE</b> (Dependent on Meter Size)		example 7.21				
<b>METER SIZE, INCHES</b>						
3/4	1.00	\$ 7.21	\$ 7.21	\$ 7.21	\$ 7.21	\$ 7.21
1-0	2.50	\$ 18.01	\$ 18.01	\$ 18.01	\$ 18.01	\$ 18.01
1-1/2	5.00	\$ 36.03	\$ 36.03	\$ 36.03	\$ 36.03	\$ 36.03
2-0	8.00	\$ 57.64	\$ 57.64	\$ 57.64	\$ 57.64	\$ 57.64
3-0	16.00	\$ 115.28	\$ 115.28	\$ 115.28	\$ 115.28	\$ 115.28
<b>METERED USAGE PER MONTH</b>						
Rate per 1,000 gallons						
BLOCK 1 (0 to 6,000)		\$ 5.38	\$ 7.34		\$ 5.38	
BLOCK 2 (6,001 to 25,000)		\$ 8.88	\$ 7.34		\$ 8.88	
BLOCK 3 (>25,001)		\$ 14.18	\$ 7.34		\$ 14.18	
(expand all by meter equiv)						
<b>IRRIGATION-ONLY</b>						
BLOCK 2 (to 19,000)				\$ 8.88		
BLOCK 3 (>19,001)				\$ 14.18		
(expand all by meter equiv)						
<b>NON-POTABLE IRRIGATION</b>						
BLOCK 1 (0 - 3400K)						\$ 2.21
BLOCK 2 (3401K - 5600K)						\$ 3.65
BLOCK 3 (> 5601K)						\$ 6.38
RWIF \$1,279.80 Per Month						

<b>WASTEWATER RATES</b>		
RATE COMPONENT	RESIDENTIAL	NON-RESIDENTIAL
MONTHLY MINIMUM	\$25.33	\$25.33 WITH 6,000 GALLONS
METERED USAGE PER MONTH	N/A	\$3.52 PER 1,000 GALLONS ABOVE \$6,000

**2011**  
**APPENDIX B—RULES AND REGULATIONS**  
**SCHEDULE OF FEES, RATES, TOLLS AND CHARGES**

1. WATER TAP FEE:

Residential 3/4" tap fee = \$17,911.00

A schedule of tap fees for Customers with larger than 3/4" meters is shown in the following table. The second column shows the ratios of tap fee charges for larger meters relative to the charge for a 3/4" meter. Application of these ratios to the currently indicated tap fee for a single family residential Customer with a 3/4" meter results in the schedule of charges shown in the fourth column.

METER SIZE (in inches)	CURRENT RATIO OF TAP FEE RELATIVE TO 3/4" CHARGE	MAXIMUM FIXTURE UNTIS AVAILABLE	ACTUAL TAP FEE
3/4"	1.0	25	\$17,911.00*
1"	1.78	50	\$31,881.58
1 1/4"	2.79	100	\$49,971.69
1 1/2"	4.01	200	\$71,823.11
2"	7.11	300	\$127,347.21
2 1/2"	11.30	500	\$202,394.30
3"	16.03	600	\$287,113.33
4"	28.44	1000	\$509,388.84
6"	64.23	2500	\$1,150,423.53

\*Single-family equivalent units of multi-family dwellings will pay a tap fee of 75% of single-family tap fee for a residence on a single-family lot if connected on a 3/4" tap.

**Note:** Tap Fee will be calculated by charging for a single tap size or by charging for the aggregate number of meters, whichever dollar amount is greater.

2. SEWER TAP FEE:

Residential Sewer Tap Fee = \$7,112.00

Commercial and/or industrial sewer tap fee will be calculated by fixture unit according to Commercial Fixture Rate and Chart, Appendix C.

3. WATER AND/OR SEWER ADMINISTRATIVE AND INSPECTION FEE:

\$550.00      refundable as follows

\$450.00 nonrefundable  
\$100.00 penalty if home is occupied prior to final inspection.  
\$100.00 refundable upon District determination that all required materials have been correctly installed; provided the District inspection was made prior to occupancy.

3.5. WATER AND/OR SEWER DISCONNECTION AND ABANDONMENT ADMINISTRATIVE AND INSPECTION FEE:

\$300.00 refundable as follows  
\$150.00 nonrefundable administrative/inspection fee  
\$150.00 refundable if District visits/inspects the site two or fewer times

4. EQUIPMENT FEE:

- A. \$ 25.00 for backflow device (for new houses)  
(included in application fee)
- B. \$225.00 for water meter, radio transponder and water hammer prevention device  
(included in application fee)

5. HYDRANT USE FEE:

\$25.00 per use up to seven (7) days plus the per 1,000 gallon water usage rate in effect at the time

6. PLAN REVIEW FEE:

Engineering plan review—\$100.00 per hour

7. OBSERVATION/INSPECTION FEE:

\$75.00/hour

8. SERVICE FEES:

- A. Water:  
  
See attached water rate schedule
- B. Sewer (Wastewater):  
  
See attached wastewater rate schedule

9. DISCONNECTION/RECONNECTION CHARGE AND TRIP CHARGE:

\$50.00 Disconnection charge and, in addition, property owner shall be responsible for actual costs associated with the mandatory disconnection of service

\$50.00 Reconnection charge and, in addition, property owner shall be responsible for actual costs associated with the reconnection of service

\$30.00 Trip charge

10. AVAILABILITY OF SERVICE CHARGE:

\$25.00 annual charge per each residential lot equivalent

10.A. SUBDIVISION CHARGE:

Charged in accordance with Article 8

11. INCULSION FEES:

A. Acreage fee:

As determined by the Board of Directors

B. Actual costs associate with petition/inclusion:

Deposit of \$5,000—Any unused portion of deposit will be refunded, and any deficit will be invoiced to the inclusion petitioner

C. District system development charges:

As determined by the Board of Directors

12. DELINQUENCY CHARGE; COLLECTION AND LIEN COSTS:

A.	Late Payment Penalty	\$10.00
B.	Disconnect Notice Letter	20.00
C.	Disconnect Charge	50.00**
D.	Reconnect Charge	50.00
E.	Trip Charge	30.00
F.	Lien Fee	60.00
G.	Return Check Charge	15.00

\*\*In addition to the disconnect charge, the property owner will be responsible for actual costs associated with the mandatory disconnection of service.

13. SPECIAL SERVICE/REIMBURSEMENT FEES:

Assessed pursuant to contractual or other obligations of the District.

14. CURE CHARGES:

District actual costs

15. METER SURCHARGE:

\$25.00 or the actual cost incurred by the District to manually read the meter, which is greater.

16. UNAUTHORIZED SERVICE CONNECTION:

Twice the current system development charge for the connection made, calculated as provided in Article 7-2, in addition to any system development charge imposed or paid pursuant to Article 7-2 for the connection when made in conformity with these Rules and Regulations.

16.5. UNAUTHORIZED SERVICE DISCONNECTION AND ABANDONMENT:

\$500.00

17. UNAUTHORIZED USE OF WATER:

\$50.00

18. VIOLATION OF PERMIT:

\$50.00

19. INTERCONNECTION; CROSS-CONNECTION:

\$1,000.00

20. ESCAPE OR WASTE OF WATER:

\$100.00

21. UNAUTHORIZED SUPPLY:

For supplying: \$500.00      For taking or using: \$500.00



22. VIOLATION OF CONSERVATION OR CURTAILMENT ORDER:  
\$100.00
23. INTERFERENCE; FAILURE OF PERMIT INSPECTION:  
\$150.00
24. TAMPERING:  
\$2,000.00
25. EASEMENT VIOLATIONS:  
\$150.00
26. UNATHORIZED ENTRY:  
\$25.00
27. FOREGIN MATERIALS:  
\$100.00
28. FAILURE TO REPORT:  
\$100.00
29. VIOLATION OF STOP WORK ORDER:  
\$500.00
30. VIOLATION OF SUSPENSION/TERMINATION ORDER:  
\$500.00
31. FALSE OFFICIAL STATEMENT:  
\$100.00
32. FAILURE TO NOTIVY OF EXCARATION:  
\$25.00

33. UNAUTHORIZED ADDITIONAL FIXTURE UNITS:

125% of the then current fixture rate

34. VIOLATION OF THE RULES AND REGULATIONS:

For any violation not covered by a specific provision shown in the Appendix B the penalty shall be \$100 and the amount of the District's actual costs incurred as a result of the violation.

FIRST VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

Written Warning

SECOND VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$50.00

THIRD VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$100.00

FOURTH VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$200.00

FIFTH VIOLATION OF SECTIONS 5-13-1 OR 5-13-2:

\$200.00 Flow restrictions to 25% of normal flow.

35. HEARING FEE DEPOSIT

A hearing fee deposit of \$1,000.00 is to be paid at the time a hearing is requested.

If the actual administrative cost of the hearing is less than \$1,000.00, the District will refund the excess amount to the complainant.

If the Board determines that a complainant is indigent, the Board will waive the hearing fee. If the complainant's income is at or below the income eligibility guidelines and he or she has liquid assets of \$1,500.00 or less, the complainant is indigent and eligible for a waiver of the hearing fee deposit.

**INCOME ELIGIBILITY GUIDELINES**

<b>Family Size</b>	<b>Monthly Income Guidelines</b>	<b>Yearly Income Guidelines</b>
--------------------	----------------------------------	---------------------------------

1	\$1,083.00	\$13,000.00
2	\$1,458.00	\$17,500.00
3	\$1,833.00	\$22,000.00
4	\$2,208.00	\$26,500.00
5	\$2,583.00	\$31,000.00
6	\$2,958.00	\$35,500.00
7	\$3,333.00	\$40,000.00
8	\$3,708.00	\$44,500.00

36. All obligations to the District are payable when due. No installment or deferred payments are allowed.

RATES 2012

WATER RATES COMPONENT		METER EQUIV	RESI-DENTIAL	NON-RESI-DENTIAL	IRRIGATION ONLY	BULK	NON-POTABLE
<b>MONTHLY SERVICE CHARGE</b> (Dependent on Meter Size)			example 7.21				
<b>METER SIZE, INCHES</b>							
	3/4	1.00	\$ 7.21	\$ 7.21	\$ 7.21	\$ 7.21	\$ 7.21
	1-0	2.50	\$ 18.01	\$ 18.01	\$ 18.01	\$ 18.01	\$ 18.01
	1-1/2	5.00	\$ 36.03	\$ 36.03	\$ 36.03	\$ 36.03	\$ 36.03
	2-0	8.00	\$ 57.64	\$ 57.64	\$ 57.64	\$ 57.64	\$ 57.64
	3-0	16.00	\$ 115.28	\$ 115.28	\$ 115.28	\$ 115.28	\$ 115.28
<b>METERED USAGE PER MONTH</b>		<b>Rate per 1,000 gallons</b>					
BLOCK 1 (0 to 6,000)			\$ 5.38	\$ 7.34		\$ 5.38	
BLOCK 2 (6,001 to 25,000)			\$ 8.88	\$ 7.34		\$ 8.88	
BLOCK 3 (>25,001)			\$ 14.18	\$ 7.34		\$ 14.18	
(expand all by meter equiv)							
<b>IRRIGATION-ONLY</b>							
BLOCK 2 (to 19,000)					\$ 8.88		
BLOCK 3 (>19,001)					\$ 14.18		
(expand all by meter equiv)							
<b>NON-POTABLE IRRIGATION</b>							
BLOCK 1 (0 - 3400K)							\$ 2.21
BLOCK 2 (3401K - 5600K)							\$ 3.65
BLOCK 3 (> 5601K)							\$ 6.38
RWIF \$1,279.80 Per Month							

WASTEWATER RATES		
RATE COMPONENT	RESI-DENTIAL	NON-RESIDENTIAL
MONTHLY MINIMUM	\$25.33	\$25.33 WITH 6,000 GALLONS
METERED USAGE PER MONTH	N/A	\$3.52 PER 1,000 GALLONS ABOVE \$6,000

## APPENDIX C – RULES AND REGULATIONS

WOODMOOR WATER AND SANITATION DISTRICT NO. 1  
 Monument, Colorado 80132 (719) 488-2525  
 YEAR 2012

### WORKSHEET FOR SEWER & WATER SERVICE FOR COMMERCIAL BUILDINGS

Date \_\_\_\_\_ Prepared by \_\_\_\_\_ Phone No. \_\_\_\_\_

Owner \_\_\_\_\_ Property Address \_\_\_\_\_

Type of Facility to be Served \_\_\_\_\_ Wksheet Review \_\_\_\_\_

The following indicated fixtures will be connected to the proposed building sewer:

**COMMERCIAL SEWER:**

Type of Fixture	Fixture Units*	X	No. of Units	=	Total Fixture Units
Bathtub	3	X	_____	=	_____
Floor Drain	2	X	_____	=	_____
Interceptors for grease, oil, etc.	3	X	_____	=	_____
Interceptors for sand, auto wash, etc.	6	X	_____	=	_____
Laundry Tubs	2	X	_____	=	_____
Shower, Single Stalls	2	X	_____	=	_____
Sink, Bar, Private (1.5" min waste)	1	X	_____	=	_____
Sink, (commercial), dishwashers, Wash-up sinks and wash fountains	3	X	_____	=	_____
Wash basin (lavatory) single	1	X	_____	=	_____
Water Closet, Tank Type	4	X	_____	=	_____
Water Closet, Flush Valve Type	5	X	_____	=	_____
Drinking Fountain	1	X	_____	=	_____
Garbage Disposal	1	X	_____	=	_____
Clothes Washer	2	X	_____	=	_____
Sink, Service	3	X	_____	=	_____
Urinal, Wall (2" min Waste)	2	X	_____	=	_____
Sink or dishwashers (Residential) (2" min Waste)	2	X	_____	=	_____
Wash Basin, in Sets	2	X	_____	=	_____
Others: _____	_____	X	_____	=	_____
_____	_____	X	_____	=	_____

Total Number of Fixture Units (FU) \_\_\_\_\_

Tap Fee: First 25 FU (minimum) = \$ 6,770.00  
 Additional FU = 284.48/FU = \$ \_\_\_\_\_  
 Total Sewer Tap Fee Due = \$ \_\_\_\_\_

-----  
 \*In accordance with Uniform Plumbing Code, Latest Edition, by  
 International Association of Plumbing & Mechanical Officials

YEAR 2012

COMMERCIAL WATER:

<u>Tap Size</u>	Current Ratio of Tap Fee Relative to <u>3/4"</u>	<u>Maximum Fix.Units</u>	<u>Tap Fee</u>
3/4"	1.0	25	\$ 20,508.00
1"	1.78	50	36,504.24
1 1/4"	2.79	100	57,217.32
1 1/2"	4.01	200	82,237.08
2"	7.11	300	145,811.88
2 1/2"	11.30	500	231,740.40
3"	16.03	600	328,743.24
4"	28.44	1000	583,247.52
6"	64.23	2500	
			1,317,228.84

**NOTE:** Tap Fee will be calculated by charging for a single tap size **OR** by charging for the aggregate number of meters, whichever dollar amount is greater.

<b>Table B</b>		
<b>Woodmoor Water and Sanitation District</b>		
<b>Standard Demand Table</b>		
Type of Establishment	Usage(gpd) Per Unit of Measurement	Unit of Measurement
Banks	0.13	Square Foot
Barber Shops	0.19	Square Foot
Bathhouses for swimming pools	10.2	Per Swimmer
Beauty Salons	0.41	Square Foot
Bowling Alleys	0.08	Square Foot
Car Dealerships	0.07	Square Foot
Car Washes	3.81	Square Foot
Car Washes-Self-Service	0.693	Square Foot
Child Day-Care School	13	Per Student
Churches	1	Per Building
Churches with Day-Care Schools	2	Use
Dental Offices	0.48	Square Foot
Department Stores with and without Food Service	0.04	Square Foot
Drug Stores	0.09	Square Foot
Dry Cleaning Pick-Up and Drop-Off	0.01	Square Foot
Dry Cleaning On-Site	0.38	Square Foot
Dry Cleaning and Laundry On-Site	0.45	Square Foot
Dry Cleaning, Laundry and Coin-Wash	1.28	Square Foot
Dry Goods Stores (Clothing)	0.06	Square Foot
Fire and Rescue Services	0.19	Square Foot
Funeral Homes	0.05	Square Foot
Furniture Stores	0.02	Square Foot
Gasoline Service Stations	816	Per Station
Hospitals	0.37	Square Foot
Indoor Tennis Courts	153	Per Court
Kennels and Animal Hospitals	0.15	Square Foot
Laundromats	2.9	Square Foot
Luxury Campsites	114	Per Campsite
Manufacturing-Public Water not used in Processing	20	Per Employee
Medical Office Buildings	0.3	Square Foot
Medical Practitioners Metered Separately	0.19	Square Foot
Motels with Restaurant	168	Unit
Motels without Restaurant	117	Unit

Multi-Family Dwelling (Patio homes, Apartments, Condos)	246	Per Dwelling
Newspaper Offices	16	Per Employee
Nursery and Garden Centers	2	Site
Nursing Homes	0.35	Square Foot
Office Buildings with Cafeteria	0.2	Square Foot
Office Buildings without Cafeteria	0.09	Square Foot
Restaurants	0.59	Square Foot
Retail Stores (small, quick-service, convenience)	0.21	Square Foot
Retirement Homes	0.18	Square Foot
Schools-Elementary (186 days)	5.5	Per Student
Schools-Junior High (186 days)	9.5	Per Student
Schools-Public High (186 days)	6.5	Per Student
Schools-Private (186 days)	20	Per Student
Single-Family Dwellings	327	Per Dwelling
Supermarkets	0.12	Square Foot
Swimming Pools (bathhouse separate)	21.3	Per Swimmer
Theaters-Drive-in	2.52	Per Car Space
Theaters-Walk-in	0.9	Per Seat
Warehouses	0.01	Square Foot





**EXHIBIT A TO INCLUSION PETITION**  
Legal Description of the Property to be Included

## APPENDIX E

WOODMOOR WATER AND SANITATION DISTRICT NO. 1  
Monument, Colorado 80132 (719) 488-2525

REGULATION OF USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS,  
PRIVATE SEWAGE DISPOSAL AND,  
INSTALLATION AND CONNECTION OF BUILDING SEWERS  
(Appendix E - Rules and Regulations)

### SECTION I

#### GENERAL

1. DEFINITIONS:

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

A. B.O.D.:

(denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C., expressed in parts per million by weight.

B. BUILDING DRAIN:

Building drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the buildings and conveys it to the building sewer, beginning five feet outside the outer face of the building wall.

C. BUILDING SEWER:

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

D. MANAGER:

Manager shall mean the manager of the Woodmoor Water and Sanitation District No. 1.

E. GARBAGE:

Garbage shall mean a waste, vegetable, animal and other matter tending or resulting from the preparation, cooking, handling, consumption, dealing in or the storage of meat, fish, fowl, fruit, foods, or vegetables.

F. INDUSTRIAL WASTES:

Industrial wastes shall mean the liquid from industrial processes as distinct from sanitary sewage.

G. NATURAL OUTLET:

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

H. PERSON:

Person shall mean any individual, firm, company, association, society, corporation, or group.

I. pH:

pH shall mean the logarithm of the reciprocal of the weight of the hydrogen ions in grams per liter of solution.

J. PROPERLY SHREDDED GARBAGE:

Properly shredded garbage shall mean the waste from the preparation, cooking, and dispensing of food that has been shredded to such degree that all such particles will have an operational characteristic that at least forty percent of all materials discharged from it shall pass a number three sieve, and one hundred percent shall pass a one-half inch screen.

K. SEWAGE:

Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

L. SEWAGE TREATMENT PLANT:

Sewage treatment plant shall mean any arrangement of devices and structures used for treating sewage.

M. SEWAGE WORKS:

Sewage works shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

N. SEWER:

Sewer shall mean a pipe or conduit for carrying sewage.

O. SEWER, COMBINED:

Sewer, combined shall mean a sewer receiving both surface runoff and sewage.

P. SEWER, PUBLIC:

Sewer, public shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

Q. SEWER, SANITARY:

Sewer, sanitary shall mean a sewer which carries sewage and to which storm and surface waters and ground waters are not intentionally admitted.

R. SEWER, STORM, OR STORM DRAIN:

Sewer, storm, or storm drain shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

S. SUSPENDED SOLIDS:

Suspended solids shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

S. WATERCOURSE:

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

2. DEPOSITS OF HUMAN OR ANIMAL EXCREMENT, GARBAGE OR OBJECTIONABLE WASTE UPON PUBLIC OR PRIVATE PROPERTY:

It shall be unlawful for any person to place, deposit or permit to be deposited in any insanitary manner upon public or private property within the District or in any area under the jurisdiction of the District, any human or animal excrement, garbage, or other objectionable waste.

3. DISCHARGE OF SANITARY SEWAGE, INDUSTRIAL WASTES OR POLLUTED WATERS INTO NATURAL OUTLET PROHIBITED; EXCEPTION:

It shall be unlawful to discharge to any natural outlet within the District, or in any area under the jurisdiction of the District, any sanitary sewage, industrial waste or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

4. CONSTRUCTING AND MAINTAINING PRIVIES, PRIVY VAULTS, SEPTIC TANKS, AND CESSPOOLS PROHIBITED; EXCEPTION:

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

5. INSTALLATION OF TOILET FACILITIES AND CONNECTION WITH PUBLIC SEWER REQUIRED:

The owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purpose, situated with the District and abutting on any street,

alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the District is hereby required, at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within one hundred twenty days after date of official notice to do so, provided, that such public sewer is within four hundred feet of the property line.

6. DISCHARGE OF STORM WATER, SURFACE WATER, GROUND WATER, ETC., INTO SANITARY SEWER:

No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters into any sanitary sewer.

7. FAT, OIL AND GREASE REGULATIONS

A. GENERAL

1. Grease traps or grease interceptors shall be provided when, in the judgment of the District, they are necessary for the proper handling of liquid wastes containing grease or solids which may be harmful to, or cause obstruction of the publicly owned wastewater collection system, or interfere with the operation of the publicly owned treatment works.

2. A grease trap or grease interceptor shall be installed as specified on the wastewater drainage system from any non-residential customer participating in the preparation and/or sale of food to the general public.

a. All drains from the kitchen, food preparation, and dishwashing areas shall be connected to a grease trap or grease interceptor. Fixtures to be connected include, but are not limited to, scullery sinks, pot and pan sinks, dishwashing machines, soup kettles, and floor drains located in areas where grease containing materials may exist.

b. When deemed necessary by the District, garbage disposals (garbage grinders) may be required to be connected to an approved grease interceptor.

1) Connection of garbage disposals (garbage grinders) to grease traps will typically **not** be permitted.

c. Toilets, urinals and similar fixtures shall not plumb waste through a grease trap or grease interceptor. Such fixtures shall be plumbed directly into the building sewer and waste system.

3. A variance as to the requirement for a grease trap or grease interceptor on any non-residential structure may be granted after due consideration by the District.

B. DEFINITIONS

1. For the purposes of this Section 7, the terms "grease trap" and "grease interceptor" shall be defined as follows:

a. **Grease Trap:** A unit designed to retain grease from one to a maximum of four fixtures and which may be located inside the building being served.

1) The smallest grease trap permitted shall have a minimum grease retention capacity of 100 pounds and shall provide a hydraulic retention time of at least 15 minutes at the design flow rate.

2) No grease trap shall be installed which has a rated capacity of less than 30 gpm.

3) The use of larger capacity grease traps is encouraged whenever possible in that larger traps work more efficiently.

b. **Grease Interceptor:** A unit of at least 750 gallons capacity designed to retain grease from one or more fixtures and which shall be located remote from the fixtures being served, typically outside the building being served.

c. **Fixture Unit Equivalent (FUE):** A value which permits the comparison of different sized fixtures based on the drainage load produced.

1) One (1) FUE = Discharge flow rate of 7.5 gpm.

C. DESIGN AND SIZING



1. The design and sizing of grease traps and grease interceptors shall be in accordance with the Uniform Plumbing Code (UPC) and this Section 7.

a. The edition of the UPC currently utilized by the local building permitting authority shall be applicable.

2. The size, type and location of each grease trap and grease interceptor shall be approved by the District, in accordance with this Addendum. Except where otherwise specifically permitted, no wastes other than those requiring separation shall be discharged into any grease trap or grease interceptor. One set of plans, including complete mechanical and plumbing sections shall be submitted to the District for approval prior to construction. Such plans shall include the size, type and location of each trap or interceptor. Such approval shall not exempt the user from compliance with any applicable code, ordinance, rule, regulation or order of any governmental authority. Such approval shall not be construed as or act as a guarantee or assurance that any discharge is or will be in compliance with any applicable code, ordinance, rule, regulation, or order of any governmental authority. Any subsequent alterations or additions to such facilities shall not be made without due notice to and prior approval of the District.

3. Design:

a. All waste shall enter the grease trap or grease interceptor through the inlet pipe only.

b. Grease traps and grease interceptors shall be so designed and located as to be readily accessible for cleaning, and shall have a water seal of not less than six (6) inches for grease interceptors and two (2) inches or the diameter of the outlet, whichever is greater, for grease traps.

c. Grease traps shall be equipped with a flow control or restricting device installed in a readily accessible and visible location ahead of the grease trap. Flow control devices shall be designed and rated such that the flow through such a device shall at no time be greater than the rated capacity of the grease trap. No flow control devices having adjustable or removable parts will be permitted.

1) A flow control device will not be required preceding a grease interceptor.

d. Grease interceptors shall be constructed in accordance with the design specifications contained herein, shall be approved by the District and shall have a minimum of two (2) compartments with fittings designed for grease retention. There shall be a minimum of two (2) manholes to provide access for cleaning and inspection of all fixtures and compartments of the interceptor; a minimum of one (1) per ten (10) feet of interceptor length. In the case of smaller, or circular interceptors, where it is not practical to install two manholes, a single manhole shall be located so as to permit entrance to the first compartment, and inspection of the second. All areas of the second compartment shall be accessible for cleaning. Manhole covers shall be gastight in construction having a minimum opening dimension of twenty (20) inches. In areas where traffic may exist, the interceptor shall be designed to have adequate reinforcement and cover, meeting HS-20 load specifications.

e. Grease traps and grease interceptors shall be so designed that they will not become air bound if closed covers are used. The tank and the discharge line shall each be vented, and the vents shall not tie together less than 42 inches above the tank lid elevation.

f. An effluent sampling box shall be provided on the discharge of each grease trap or grease interceptor where so required by the District.

#### 4. Sizing Criteria:

##### a. Grease Traps

1) Grease traps shall be sized based on one of the following methods:

a) Fixture Capacity Method: Under this method, the physical size of each fixture compartment to be connected to the grease trap shall be measured and the capacity determined. The drainage load in gallons shall then be computed assuming the drainage load to be equal to 0.75 times the total physical

capacity. The sum of the drainage loads for each fixture compartment to be connected to a single grease trap will be the total grease trap drainage load. The total grease trap drainage load is then divided by the drainage period for the fixture compartments connected to determine the flow rate to the grease trap in gpm. Multiply the grease trap flow rate thus determined, or the rated capacity of the flow control device, by the minimum retention time (15 minutes) to determine the required liquid capacity of grease trap to be installed.

b) Fixture Unit Method: Under this method the fixture compartment outlet or trap arm size shall be utilized to determine the fixture compartment drainage load in gpm, assuming one (1) fixture unit equivalent produces a flow rate of 7.5 gpm. The sum of the drainage loads for each fixture compartment to be connected to a single grease trap or the rated capacity of the flow control device will be the total grease trap drainage load in gpm. Multiply this total drainage load in gpm by the minimum retention time (15 minutes) to determine the required liquid capacity of the grease trap to be installed.

The following fixture unit equivalent values shall be utilized when sizing grease traps under the Fixture Unit Method:

Fixture Outlet, Trap or Trap Arm Size	Fixture Unit Equivalent Value
1-1/4"	1
1-1/2"	3
2"	4
2-1/2"	5
3"	6
4"	8

2) Selection of the appropriate size for a grease trap is dependent on the drainage period of the fixtures connected to the trap. By adjusting the fixture drainage period through use of a flow control device,

(a) a smaller grease trap could be utilized for a given fixture size or capacity; (b) multiple fixtures could be connected to the same grease trap.

3) Where the required grease trap size would exceed that which is commercially available, either multiple grease traps shall be installed in parallel or a grease interceptor shall be utilized.

b. Grease Interceptors: When determining the minimum size of grease interceptor required, the following shall be considered:

1) The minimum acceptable volume shall be not less than seven hundred fifty (750) gallons. (With dishwasher - 1,000 gallons).

2) The size of the interceptor shall be based on the maximum number of meals serviced at the maximum periods of the day (either breakfast, lunch or dinner). Volume, in gallons, of the interceptor shall be 2½ gallons times the maximum meals served during the busiest period of the day.

3) An alternate method of determining the size of the grease interceptor is to multiply seating capacity times a turnover constant of 1.6 times 2½ gallons. Seating capacity can be approximated, using ten (10) square feet of dining area per person. (VOLUME = Seating Capacity x 1.6 x 2.5 gallons)

4) The size of the grease interceptor shall be determined by the following formula:

Interceptor size (liquid capacity in gallons) =  
number of meals served per peak hour X waste flow  
rate X retention time X storage factor

Meals served per peak hour to be estimated as follows:

Seating capacity X occupancy factor (0.80) X meals per hour per seat (2)

Waste flow rate:

With dishwashing machine	6 gallons
Without dishwashing machine	5 gallons
Food waste disposal	1 gallon

Retention time:  
Storage Factor:  
Fully equipped commercial kitchen:  
8 hour operation 1  
16 hour operation 2  
24 hour operation 3  
Single service kitchen: 1.5

5) An appropriate volume may be determined by multiplying the total rate of flow in gallons per minute from each fixture required to be connected to the interceptor times a minimum retention time of not less than fifteen (15) minutes, the resulting volume expressed in gallons.

D. INSTALLATION

1. The installation of grease traps and grease interceptors shall be in accordance with the Uniform Plumbing Code (UPC) and this Section 7.

a. The edition of the UPC currently utilized by the local building permitting authority shall be applicable.

2. The installation of grease traps and grease interceptors shall be accomplished by licensed plumbers with documented experience in the installation of such devices.

3. Each grease trap and grease interceptor shall be readily accessible for inspection, servicing, and maintaining in proper working condition. The use of ladders or the removal of bulky equipment in order to inspect or service traps and interceptors shall constitute a violation of accessibility. Where feasible, all interceptors shall be located outside of the facility served. Interceptors may not be installed in any part of a building where food is handled. Location of all traps and interceptors shall be approved by the District, and shall be shown on the approved building plan.

a. No dishwasher shall be connected to or discharge into any grease trap or grease interceptor of less than 1,000 gallons capacity which is utilized by other fixtures. Automatic dishwashing units shall be plumbed through their own properly sized grease trap, a properly

sized grease interceptor or directly into the building sewer and waste system.

b. No food grinder or disposal unit shall be connected to or discharge into any grease trap. Such units shall be plumbed through a properly sized grease interceptor or directly into the building sewer and waste system.

c. All fixtures not equipped with a garbage disposal (garbage grinder) which are connected to a grease interceptor shall be equipped with a fixed or removable mesh or screen which shall catch garbage and food debris and prevent it from entering the grease interceptor.

d. Wastes in excess of 140°F shall not be discharged into a grease trap or grease interceptor, and liquid discharge from a grease trap or interceptor shall not exceed 70°F.

E. MAINTENANCE

1. Maintenance of grease traps and grease interceptors shall be done only by a business/professional normally engaged in the servicing of such plumbing fixtures. An individual property owner will not be permitted to accomplish maintenance specified by this Section 7.

2. The Waste Hauler will provide a form for recording grease trap/grease interceptor maintenance. A copy of the form must be sent to the District immediately following completion of maintenance of any grease trap or grease interceptor within the District.

3. As a minimum, any grease trap in service in the District shall be serviced at a maximum interval of 30 days.

a. A variance from this requirement may be obtained when the owner can confirm that there is no normal use during any given 30 calendar day period.

b. The District may inspect the trap and outlet and if it is deemed necessary by the District, more frequent servicing and maintenance will be required.

4. As a minimum, any grease interceptor in service in the District shall be serviced at a maximum interval of 120 days.

a. A variance from this requirement may be obtained when the owner can confirm that there is no normal use during any given 120 calendar day period.

b. The District may inspect the interceptor and outlet and if it is deemed necessary by the District, more frequent servicing and maintenance will be required.

5. The District may inspect grease traps and grease interceptors monthly to determine the load on the fixture and the effectiveness of maintenance activities.

a. These inspections may determine that more frequent maintenance than previously specified is required.

6. Property owners and/or lessees shall be jointly and severally responsible for cleaning grease traps and grease interceptors and maintaining the grease traps and interceptors in efficient operating condition. Grease traps and interceptors shall be maintained by regularly scheduled removal of the accumulated grease and solids. This maintenance shall be performed before the retention capacity of the trap or interceptor is exceeded. Record of maintenance shall be maintained on-site and also provided to the District.

7. Failure to provide adequate documentation of maintenance and cleaning and/or consistent failure of District inspections may result in termination of water service.

8. AGREEMENT BETWEEN DISTRICT AND INDUSTRIAL CONCERN FOR ACCEPTANCE OF INDUSTRIAL WASTES OF UNUSUAL STRENGTH OR CHARACTER; PAYMENT THEREFOR BY INDUSTRIAL CONCERN:

No statement contained in this article shall be construed as preventing any special agreement or arrangement between the District and any industrial concern, whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment therefor by the industrial concern.

9. DEFACING, TAMPERING WITH, ETC., SEWAGE WORKS BY UNAUTHORIZED PERSONS:

No unauthorized persons shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the District sewage works.

10. PENALTY FOR VIOLATION:

Any person found to be violating any provision of this article shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Any person violating any of the provisions of this article shall become liable to the District for any expense, loss, or damage occasioned the District by reason of such violation.

SECTION II

PRIVATE SEWAGE DISPOSAL

1. CONNECTION OF BUILDING SEWER TO PRIVATE SEWAGE DISPOSAL SYSTEM WHERE PUBLIC SANITARY OR COMBINED SEWER NOT AVAILABLE:

Where a public sanitary or combined sewer is not available under the provisions of Section I, Paragraph 5, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this division.

2. PERMIT - REQUIRED BEFORE COMMENCEMENT OF CONSTRUCTION OF PRIVATE SEWAGE DISPOSAL SYSTEM:

Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the manager. The application for this permit must be accompanied by evidence of approval of the installation by City/County Health Department.

3. APPLICATION; PERMIT AND INSPECTION FEE:

The application for the permit required by the preceding section shall be made on a form furnished by the District, which the applicant shall supplement by any plans,



specifications and other information as is deemed necessary by the manager. A permit and inspection fee of five dollars shall be paid to the manager at the time the application is filed.

4. WHEN EFFECTIVE:

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the manager.

5. INSPECTION OF CONSTRUCTION BY MANAGER:

The manager shall be allowed to inspect the work under this division at any stage of construction; and, in any event, the applicant for the permit shall notify the manager when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within forty-eight hours, excluding Saturday, Sunday, or legal holidays, of the receipt of notice by the manager.

6. TYPE, CAPACITIES, LOCATION, ETC., TO COMPLY WITH RECOMMENDATIONS OF DEPARTMENT OF PUBLIC HEALTH:

The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the Department of Public Health of the State and County.

7. DISCHARGE OF SEPTIC TANK OR CESSPOOL INTO PUBLIC SEWER OR NATURAL OUTLET PROHIBITED:

No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet.

8. ABANDONMENT OF SEPTIC TANKS, CESSPOOLS, ETC., AND DIRECT CONNECTION TO PUBLIC SEWER REQUIRED WHEN PUBLIC SEWER BECOMES AVAILABLE:

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section I, Paragraph 5, a direct connection shall be made to the public sewer in compliance with this Article, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

9. MAINTENANCE BY OWNER IN SANITARY MANNER:

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the District.

10. DIVISION NOT CONSTRUED TO INTERFERE WITH ADDITIONAL REQUIREMENTS IMPOSED BY HEALTH OFFICER:

No statement contained in this division shall be construed to interfere with any additional requirements that may be imposed by the County Officer or his authorized agent.

SECTION III

PUBLIC SEWERS

1. MAKING CONNECTIONS WITH OR OPENINGS INTO, ETC., PUBLIC SEWER BY UNAUTHORIZED PERSONS PROHIBITED:

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the manager.

2. PROHIBITED DISCHARGES INTO PUBLIC SEWER:

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

- A. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit.
- B. Any water or waste which may contain more than one hundred parts per million, by weight, of fat, oil, or grease.
- C. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid, or gas.
- D. Any garbage that has not been properly shredded.
- E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous

substance capable of causing obstruction to the flow in the sewers or other interference with the proper operation of the sewage works.

- F. Any waters or wastes having a pH lower than 4.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- G. Any waters or wastes containing toxic or poisonous substances in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.
- H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
- I. Any noxious or malodorous gas or substance capable of creating a public nuisance.

3. ADMISSION OF WATERS OR WASTES HAVING CERTAIN CHARACTERISTICS INTO PUBLIC SEWER SUBJECT TO REVIEW AND APPROVAL BY THE BOARD OF DIRECTORS:

The admission into the public sewers of any waters or wastes having:

- A. A five-day biochemical oxygen demand greater than three hundred parts per million by weight; or,
- B. Containing more than three hundred fifty parts per million by weight of suspended solids; or,
- C. Containing any quantity or substances having the characteristics described in Paragraph 2; or,
- D. Having an average daily flow greater than two percent of the average daily sewage flow of the District, shall be subject to the review and approval of the manager. Where necessary in the opinion of the Directors, the owner shall provide, at his expense, such preliminary treatment as may be necessary to:
  - A. Reduce the biochemical oxygen demand to three hundred parts per million and the suspended solids

- to three hundred fifty parts per million by weight;  
or,  
B. Reduce objectionable characteristics of  
constituents to within the maximum limits provided  
for in Paragraph 2; or,  
C. Control the quantities and rates of discharge of  
such waters or wastes.

4. SAME - MEASUREMENTS, TESTS, ETC., TO DETERMINE  
CHARACTERISTICS TO BE DETERMINED IN ACCORDANCE WITH  
"STANDARD METHODS FOR THE EXAMINATION OF WATER AND SEWAGE":

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in Paragraphs 2 and 3 shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage", and shall be determined at the control manhole provided for in Paragraph 7, or upon suitable samples taken at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

5. PRELIMINARY TREATMENT FACILITIES - MAINTENANCE BY  
OWNER:

Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

6. SAME - PLANS, SPECIFICATIONS, ETC., SUBJECT TO APPROVAL  
OF MANAGER:

Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the manager and of the State Board of Health and no construction of such facilities shall be commenced until such approvals are obtained in writing.

7. INSTALLATION OF MANHOLE IN BUILDING SEWER WHEN REQUIRED  
BY MANAGER; PURPOSE, LOCATION, AND CONSTRUCTION:

When required by the manager, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to

facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the manager. The manhole shall be installed by the owner, at his expense, and shall be maintained by him so as to be safe and accessible at all times.

**APPENDIX F**

WOODMOOR WATER AND SANITATION DISTRICT NO. 1  
Monument, Colorado 80132 (719) 488-2525

HYDRANT USE PERMIT  
(Appendix F - Rules and Regulations)

Applicants Name \_\_\_\_\_

Billing Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Location of Hydrant \_\_\_\_\_

Using Water at: \_\_\_\_\_

Date(s) of use: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Applicant

\*\*\*\*\*

PERMIT

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WOODMOOR WATER AND SANITATION DISTRICT NO. 1

by \_\_\_\_\_

Permit Fee of \$\_\_\_\_\_ paid. (In addition to this permit fee, applicant will be required to pay for water usage at the current per 1,000 gallon bulk water rate.

Beginning meter reading: \_\_\_\_\_

Ending meter reading: \_\_\_\_\_

USAGE: \_\_\_\_\_

## APPENDIX G

### WOODMOOR WATER & SANITATION DISTRICT NO. 1

#### CROSS CONNECTION CONTROL REGULATIONS

(Appendix G – Rules and Regulations)

This document is adopted by Woodmoor Water & Sanitation District No. 1 to promote and sustain the high quality of drinking water furnished to the District's water customers; to protect the District's public potable water supply system from the possibility of contamination or pollution by backflow, backsiphonage or backpressure; to promote the elimination or control of existing cross connections, actual or potential; and to provide for the maintenance of a continuing program or cross connection control.

- I. The authority to implement and maintain this program or cross connection control is contained in the following legislative actions:
  1. Colorado Department of Health Law C.R.S. 1973 Title 25-1-114.
  2. Colorado Primary Drinking Water Regulations Section 11.1.2 (Hazardous Cross Connection).
  3. Cross Connection Control, Colorado Department of Health, latest edition.
  4. Occupational Safety and Health Administration Federal Register #202 Part 2, Page 22234, Subpart J.
  5. U.S. Environmental Protection Agency, Cross Connection Control Manual (1973) E.P.A. – 43070-73-002 Section 3.
  6. Pikes Peak Regional Building Code, Article 2, Part 4, Section 16-2-401.
  7. Uniform Plumbing Code of the International Plumbing and mechanical Officials, Chapter 10, Sections 1001, 1002, 1003.2.0, as adopted by the Pikes Peak Regional Building Department.
  8. Uniform Pool and Spa Code.
  9. Uniform Solar Code.
- II. Reference manuals adopted for guidelines on cross connection control:



1. Manual of Cross Connection Control, Foundation for Cross Connection Control and Hydraulic Research (FCCC and HR), University of California.
2. Cross Connection Control, Colorado Department of Health.
3. Cross Connection Control Committee, Pacific Northwest Section AWWA Manual of Accepted Procedures and Practices.
4. Recommended Practice for Backflow Prevention and Cross Connection Control AWWA Manual M-14.
5. Definitions of terms used in this regulation are those contained in "Colorado Department of Health Cross Connection Control Manual," available for review at 1845 Woodmoor Drive, Monument, Colorado, 80132.

### III. General Requirements

1. Building plans submitted to the Pikes Peak Regional Building Department will be reviewed and approved prior to issuance of a building permit. Building plans must show:
  - A. Water service size and location.
  - B. Meter location and size.
  - C. Backflow prevention device size, type and location.
  - D. Fire sprinkling system(s) service line, size and type of backflow prevention device.
2. Backflow prevention devices are to be installed in an accessible location to facilitate maintenance, testing and repair.
3. All backflow devices shall be installed immediately downstream of the water meter.
4. Before installing the backflow prevention device, pipelines should be thoroughly flushed to remove foreign material.
5. In no case will it be permissible to have connections or tees between the meter and service line backflow prevention device.

6. In no case is it permissible to connect the relief valve discharge on reduced pressure devices into a sump, sewer, drainage ditch, etc.
7. Backflow prevention valves are not to be used as the inlet or outlet valve of the water meter. Backflow preventer test cocks should never be used as supply connections and should be plugged except when being tested.
8. In order to ensure that backflow prevention devices continue to operate satisfactorily, it will be necessary that they be tested at the time of installation and on an annual basis thereafter. Such tests will be conducted in accordance with FCCC and HR performance standards and field test procedures as directed by the Colorado Department of Health.
9. Final inspections on new or retrofit installations will be performed only after the backflow device has been tested. The test results, plumbing permit, and test permit number will be supplied at the time an inspection is scheduled or to the inspector on the job site. Inspection may be scheduled by phone 24 hours prior to the time requested. Access arrangements shall be made by the technician.
10. Woodmoor Water & Sanitation District No. 1 shall inspect all installations.
11. All costs for design, installation, maintenance, repair and testing are to be borne by the customer.
12. No grandfather clause exists. All laws and regulations apply regardless of the age of the facility.
13. All fire sprinkling lines shall have a minimum protection of an approved double check valve for containment of the system.
14. All glycol or antifreeze solar heating systems shall have an approved Reduced Pressure Zone device for containment.
15. Dry fire systems shall have an approved double check valve installed upstream of the air pressure valve.
16. Single-family residences shall have a double check valve.
17. All underground fire sprinkler systems shall conform to the following sections of the National Fire Protection Association pamphlets no. 13 and 24: pamphlet no. 13, sections 1-11.2 hydrostatic testing, and the sections 1-1.2.2 allowable leakage; pamphlet no. 24, "Private Fire

Service Mains and Their Appurtenances,” sections 8.4, 8.5, 8.6, 8.7 and 8.8. These regulations are available for review at 1845 Woodmoor Drive, Monument, Colorado, 80132.

#### IV. Standards for Backflow Prevention Devices

1. Any backflow prevention device required herein shall be of a model and size approved by Woodmoor Water & Sanitation District No. 1. The term “Approved Backflow Prevention Device” shall mean a device that has been manufactured in full conformance with the standards established by the Colorado Department of Health Cross Connection Manual and by Woodmoor Water & Sanitation District No. 1.

Final approval shall be evidenced by a “Certificate of Approval” issued by an approved testing laboratory certifying full compliance with Colorado of Health standards and FCCC & HR Specifications. The following testing laboratory is qualified to test and certify backflow prevention devices:

Foundation for Cross Connection Control and Hydraulic  
Research  
University of Southern California  
OHE 430-D University Park – MC 1453  
Los Angeles, California 90089-1453

2. Only approved backflow prevention devices shall be used. See latest Colorado Department of Health Cross Connection Manual available at 1845 Woodmoor Drive, Monument, Colorado 80132. See Section 4.10 for selection criteria.
3. Exception: Residential containment may be accomplished with a device not approved by the Foundation for Cross Connection Control and Hydraulic Research, but approved by the American Society of Sanitary and Mechanical Engineers and designated by the Water District Manager.
4. Backflow preventers currently installed which are not approved shall be replaced with an approved device within three (3) years of adoption of this regulation unless the backflow preventer fails an annual operational test. If the device fails any such test, it shall be replaced immediately with an approved device.
5. Backflow devices used on fire lines shall have O.S. & Y. valves and be listed by the National Fire Protection Association.

#### V. Installation

1. Backflow prevention devices shall be installed in accordance with drawings and standards contained in the Colorado Department of Health Cross Connection Manual.
2. Backflow prevention device installations shall be inspected and approved for use by Woodmoor Water & Sanitation District No.1. Inspections can be scheduled by calling 719-488-2525 at least 24 hours in advance of the desired inspection time. See section 3.8.
3. All backflow devices shall be installed in the horizontal position. Variance by review only on retrofit fire systems.
4. A pressure vacuum breaker shall only be used where the device is never subjected to backpressure and installed a minimum of 12 inches above the highest piping or outlet downstream of the device in a manner to preclude backpressure.
5. An atmospheric vacuum breaker shall be used only where the device is:
  - A. never subjected to continuous pressure (more than 12 hours continuous), and
  - B. installed on the discharge side of the last control valve and above the point of usage, and
  - C. installed with the air inlet in a level position and a minimum of six inches above the highest piping on outlet it is protecting.
6. No valves shall be permitted downstream of the device.
7. The single check valve is not considered to be a backflow prevention device.
8. Double check valve assemblies may be installed in below grade vaults when these vaults are properly constructed in accordance with the Colorado Department of Health Cross Connection Manual.
9. Reduced pressure backflow preventers will be installed above ground. The unit should be placed at least twelve (12) inches above the finish grade to allow clearance for the repair work. A concrete slab at finish grade is recommended. Proper drainage should be provided for the relief valve and may be piped away from the location, provided for the relief valve and may be piped away from the location, provided it is readily visible from above grade and the relief valve is separated from the drain

line by a minimum of double the diameter of the supply line. A modified vault installation may be used if constructed with ample side clearances. Freezing is a major problem in this area. Precautions should be taken to protect above ground installations.

10. Reduced pressure zone backflow preventer may be installed in a basement provided with an adequate drain with an effective opening of twice the diameter of the device.

## VI. Testing and Maintenance

1. It will be the duty of the customer/user at any premises where the backflow prevention devices are installed to have certified inspections and operational tests made of the devices at least once per year. In those specific instances where Woodmoor Water & Sanitation District No. 1 deems the hazard to be great enough, it will require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by water utility personnel or by a certified technician approved by the Colorado Department of Health and Water District Manager or Water Distribution and Wastewater Collection Systems Certification Council. An inspection of the device may be performed at any time complying with Section 7.0 of this document.
2. As necessary, the device(s) shall be repaired or replaced at the expense of the customer/user whenever the device(s) are found to be defective. Records or copies of all such tests, repairs or replacements shall be kept with a copy sent to the Cross Connection Control Office, 1845 Woodmoor Drive, Monument, Colorado, 80132.
3. The technician who will perform the test shall call the Cross Connection Control Office for a test permit number which must appear on all forms.
4. Existing devices shall be sealed by the technician performing the test at the completion of the test.
5. All testing gauges shall be checked yearly for accuracy, or more often in the event of questionable readings, and be kept in good operating condition.
6. Woodmoor Water & Sanitation District No.1 retains the right to test or otherwise check the installation and operation of any containment device.

## VII. Right of Entry

The Water District representative assigned to inspect premises relative to possible hazards shall carry proper credentials of his/her office, upon exhibit of which he or she shall have the right of entry during usual business hours to inspect any and all buildings and premises for cross connections in the performance of his or her duties.

This right of entry shall be a condition of water service in order to provide assurance that the continuation of service to the premises will not constitute a menace to health, safety and welfare of the people throughout Woodmoor Water & Sanitation District No.1's potable water distribution system. Where building security is required, the backflow device(s) should be located in an area not subject to security.

## VIII. Violations

1. Failure of the customer to cooperate in the installation, maintenance, testing or inspection of backflow prevention devices required by this regulation shall be grounds for the discontinuance of water service to the premises of the requirement for an air-gap separation from the public potable water system.
2. Service of water to any premises may be discontinued by Woodmoor Water & Sanitation District No. 1 after written notification if unprotected cross connections exist on the premises, or if any defect is found in an installed backflow prevention device, or if a backflow prevention device has been removed or bypassed. Service shall not be restored until such conditions or defects are corrected.
3. Discontinuance of service may be summary, immediate and without written notice whenever, in the judgment of Woodmoor Water and Sanitation District No. 1, such an action is necessary to protect the purity of the public potable water supply or the safety of the water system.

## IX. Implementation

On or before the dates listed below, each type of customer shall notify the District of their compliance with this regulation:

<u>Customer Category</u>	<u>Date</u>
All new construction	January 1, 1989

Commercial/industrial	January 1, 1990
Residential incorporating the following:	
Fire Sprinklers	
Solar Systems	
Spas/hot tubs	
Swimming Pools	January 1, 1991
Residential incorporating irrigation systems	January 1, 1992
All customers	January 1, 1993

Notification shall include type, brand, serial number and location of the appropriate device, together with the date of installation.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

WOODMOOR WATER & SANITATION  
DISTRICT NO. 1

By \_\_\_\_\_  
Dick Haymond, President  
Board of Directors

Attest:

\_\_\_\_\_  
George A. Goddu, Secretary

## APPENDIX H

### WOODMOOR WATER & SANITATION DISTRICT

#### PRETREATMENT/INDUSTRIAL WASTE CONTROL REGULATION

##### (FEDERAL PRETREATMENT PROGRAM)

##### (Appendix H – Rules and Regulations)

#### SECTIONS:

- 1.1 PURPOSE
- 1.2 DEFINITION AND ABBREVIATIONS
- 1.3 PROHIBITED AND ACCIDENTAL DISCHARGES
- 1.4 WASTEWATER DISCHARGE PERMITS
- 1.5 PERMIT FEE REQUIREMENTS
- 1.6 PERMIT FEES AND CHARGES
- 1.7 CATEGORIZATION OF, AND REQUIREMENTS FOR, INDUSTRIAL USERS
- 1.8 ENFORCEMENT
- 1.9 PENALTIES AND REMEDIES
- 1.10 SEVERABILITY
- 1.11 AUTHENTICATION

#### 1.1 PURPOSE

It is necessary for the health, safety, and welfare of the District to regulate the collection of wastewater and treatment thereof to provide for maximum public benefit. This regulation sets forth uniform requirements for users of the District's Publicly Owned Treatment Works (POTW) (Ref: Par. 1.2, JJ) and facilitates the District's compliance with applicable State and Federal laws and regulations. The objectives of these regulations are:

A. To prevent the introduction of pollutants into the POTW which would interfere with the operation of the system or contaminate the resulting sludge;



B. To prevent the introduction of pollutants into the POTW wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere, or otherwise be incompatible with the system.

C. To improve the opportunity to recycle and reclaim wastewater and sludge from the system;

D. To provide for the equitable distribution of the costs for operating and maintaining the POTW among the users of the facility; and

E. To provide for and promote the general health, safety, and welfare of the citizens residing within the District.

This regulation provides for the regulation of users of the POTW through the issuance of wastewater discharge permits to certain non-domestic users and through enforcement of general requirements for other users, authorized monitoring and enforcement activities, requires user reporting, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This regulation shall apply to persons in the District and to persons outside the District who are, by contract or agreement with the District, users of the POTW. Except as otherwise provided herein, the President of the Board of Directors or the Manager of the District shall administer, implement, and enforce the provisions of this regulation.

## 1.2 DEFINITIONS AND ABBREVIATIONS

Words and phrases used in this regulation shall be as defined in this section, unless the context clearly indicates otherwise.

A. “Act” or “The Act” shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251, et. seq.

B. “Approval Authority” shall mean the Director of the Colorado Department of Health at such time as Colorado has an approved State Pretreatment Program and the Regional Administrator of the EPA until such time.

C. “Authorized Representative of Industrial User” shall mean:

1. A principal executive officer of at least the level of vice president, if the industrial user is a corporation; or
2. A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; or
3. A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which any direct or indirect discharge originates.

D. “Biochemical Oxygen Demand (BOD)” shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures (five days at 20 degrees centigrade) expressed in terms of weight and concentration (mg/l).

E. “Building Sewer” shall mean a sewer conveying wastewater from the premises of a user to the POTW.

F. “Chemical Oxygen Demand (COD)” shall mean the oxygen equivalent of that portion of organic matter in a wastewater sample that is susceptible to oxidation by a strong chemical oxidant, expressed in terms of weight and concentration (mg/l).

G. “Categorical Industry” shall mean one of the industries for which the EPA established, or is in the process of establishing, (Federal) categorical pretreatment standards.

H. “Colorado Discharge Permit System (CDPS)” shall mean the State of Colorado Program formulating the issuance of wastewater discharge permits, the wastewater conditioning requirements, and/or the denial of the discharges of pollutants from point sources into navigable waters of the contiguous zone and the oceans pursuant to Section 24-4-184 CRS 1973.

I. “Composite Sample” shall mean a representative flow-proportioned, or time-proportioned, sample collected within a twenty-four hour period and composed of a minimum of four individual samples collected at equally spaced intervals and combined according to flow or time.

J. “Cooling Water” shall mean water to which the only pollutant added is heat.

K. “Critical Industry” shall mean a user which is a categorical industry, or which is required to report the storage of hazardous materials, pursuant to the requirements of this regulation. This included both Actual and Potential contributors.

L. “Direct Discharge” shall mean the discharge of treated or untreated wastewater directly to the waters of the State of Colorado.

M. “District” is the Woodmoor Water & Sanitation District; or the Board of Directors of the Woodmoor Water & Sanitation District; or, if so designated by the Board of Directors to act as an authorized agent, the Manager of the Woodmoor Water & Sanitation District.

N. “Domestic or Sanitary Waters” shall mean liquid wastes (1) from the noncommercial preparation, cooking, and handling of food, or (2) containing only human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions.

O. “Environmental Protection Agency (EPA)” shall mean the U. S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator, or other duly authorized official of said agency.

P. "Existing Industrial User" shall mean a non-domestic activity, or any other user, determined to be generating wastewater at the time of the promulgation of categorical pretreatment standards. (Ref: Par. V and W below).

Q. "Fats, oil, grease (FOG)" shall mean hydrocarbons, fatty acids, soaps, fats, waxes, oils, and any other material that is extracted by freon solvent, as specified in "Standard Methods."

R. "Garbage" shall mean solid wastes from domestic and commercial preparation, cooking, and dispensing of food and from handling, storage, and sale of produce. "Properly Ground Garbage" shall mean the wastes from the preparation, cooking, and dispensing of foods that have been ground to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particles greater than one-half (1/2) inch in any dimension.

S. "Grab Sample" shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow or time.

T. "Harmful Wastes" shall mean any solid, liquid, or gaseous substances which would violate the prohibitions contained in Section 1.3 of these regulations.

U. "Indirect Discharge" shall mean the discharge, or the introduction or non-domestic pollutants from any source, regulated under Section 387 (b) or (c) of the Act, [33 U.S.C. Section 1317 (b) or (c)], into the POTW.

V. "Industrial" shall mean of, or pertaining to, industry, manufacturing, commerce, trade, business, or institutional as distinguished from domestic or residential.

W. "Industrial Users" shall mean a source of indirect discharge.

X. "Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, business, or institution, as distinct from domestic or sanitary wastes.

Y. "Interference." The inhibition or disruption of the treatment processes, or operations, including such inhibitions or disruptions which contribute to a violation of any requirement of this District Regulation, the Implementation Process Supplement thereto, and/or the CDPS. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 485 of the Act, (33 U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal of use employed by the POTW.

Z. "National Categorical Pretreatment Standards" or "Categorical Pretreatment Standards" shall mean any regulation containing pollutant discharge limits promulgated by the

EPA in accordance with Section 307 (b) and (c) of the Act [33 U.S.C. Section 1317 (b) or (c)] which applies to a specific category of industrial user.

- AA. “National Prohibitive Discharge Standards”(NPDS) or “Prohibitive Discharge Standards” shall mean any regulation developed under the authority of 307 (b) of the Act [33 U.S.C. Section 1317 (b)].
- BB. “pH” shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.
- CC. “Pollutant” shall mean any dredged spoil, solids, incinerator residue, sewage, garbage, sewage sludge, explosives, chemical wastes, corrosive substances, biological material, biological nutrient, toxic substance, radioactive material, heat, malodorous substance, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste or industrial, domestic, or agricultural waste or discharged into, or with, water.
- DD. “Potential Contributor” shall mean non-domestic activities which may be classified as industrial users, although the nature of their processes are such that pollutants are not discharged under normal operations, but could be under certain plausible conditions. This includes anyone storing hazardous materials.
- EE. “Pretreatment” or “Treatment” shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to, or in lieu of, discharging or otherwise introducing such pollutants into to POTW. The reduction or alteration can be obtained by physical, chemical, or biological process, or other means, except that dilution shall not constitute treatment or pretreatment.
- FF. “Pretreatment Requirements” shall mean any substantive or procedural requirement related to pretreatment, other than a categorical pretreatment standard imposed on an industrial user, and shall include conditions of a wastewater discharge permit.
- GG. “Pretreatment Standards” shall mean all applicable Federal rules and regulations implementing Section 307 of the Act (33 U.S.C. Section 1317), as well as any non-conflicting State or District standards. In cases of different standards or regulations, the more stringent shall apply.
- HH. “Priority Pollutants” shall mean any of the various toxic compounds that can reasonably be expected in the discharges from industries as determined by the EPA, pursuant to Section 307 (a) of the Act [33 U.S.C. Section 1317 (a)].
- II. “Private Sewage Disposal System” shall mean any sewage disposal system other than public facilities, such as privies, privy vaults, septic tanks, soil absorption systems, cesspools, chemical toilets package treatment plants, or similar facilities

which receive, or are intended to receive wastewater, and which are not connected to the POTW; but this term shall not include any treatment plant which has a valid DSPS or NPDES permit. (Ref: Par. CCC.5. and 9.)

- JJ. “Publicly Owned Treatment Works (POTW)” shall mean a treatment works as defined by Section 212 of the Act (33 U.S.C. Section 1292) which is owned in this instance under the Joint-Use Agreement, and commonly referred to as The Tri-Lakes Wastewater Treatment Facility. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility proceeding treatment. For the purposes of this ordinance, “POTW” shall also include any sewers that convey wastewaters to the POTW from persons outside the District who are, by contract or agreement with the District, users of the District’s POTW.
- KK. “POTW Treatment Plant” shall mean that portion of the POTW designated to provide treatment wastewater.
- LL. “Receiving Waters” shall mean lakes, rivers, streams, or other surface or subsurface water courses which receive treated or untreated wastewater.
- MM. “Receiving Water Quality Requirements” shall mean requirements for the POTW’s treatment plant effluent established by applicable State or Federal statutes, or regulations for the protection of receiving water quality. Such requirements shall include effluent limitations, and waste discharge standards, requirements, limitations, or prohibitions which may be established or adopted from time to time.
- NN. “Sanitary Sewer” shall mean a sewer which carries sewage and to which store, surface and ground waters are not intentionally admitted, including the pipe or conduit system and appurtenances, for the collection, transportation, pumping, and treatment of sewage. This definition shall also include the terms “public sewer”, “sewer system”, “POTW sewer”, and “sewer”.
- OO. “Service Connection” shall mean a sewer line intended for discharging wastewater into the District’s POTW and commencing at a structure or a facility and terminating at a sewer main.
- PP. “Sewer Main” shall mean that portion of the District’s POTW used for the collection and transportation of wastewater to treatment facilities and which has been installed for the express purpose of allowing service connections to be made thereto.
- QQ. “Shall” and “Will” are equally mandatory.

- RR. “Significant Contributor” shall mean a non-domestic user which is classified as an industrial user, and due to the nature of its wastewater discharge, is governed by categorical pretreatment standards.
- SS. “Slug Load” shall mean any discharge of wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any for any period longer than fifteen (15) MINUTES more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.
- TT. “Standard Industrial Classification (SIC)” shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the Presidential Office of Management and Budget (OMB) as it may be revised from time to time.
- UU. “Standard Methods” shall mean procedures described in the current of Standard Methods for the Examination of Water and Wastewater as published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.
- VV. “Storm Sewer” shall mean a sewer that carries only storm, surface and ground water drainage.
- WW. “Total Suspended Solids (TSS)” shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtration and referred to in Standard Methods for the Examination of Water and Wastewater as Suspended Residue.
- XX. “Toxic Pollutant” shall mean any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administration of the EPA under the provisions of Section 387 (a) of the Act [33 U.S.X. Section 1317 (a)] and/or Colorado Water Quality Control Commission Pretreatment Regulation 4.3.0.
- YY. “User” shall mean any person who contributes or causes or permits the contribution of wastewater into the District’s POTW. (Ref. Par. P,W, and X above).
- ZZ. “Wastewater” or “Sewage” shall mean the combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, including cooling water.
- AAA. “Wastewater Discharge Permit” shall mean the permit provided for in Sections 1.4, 1.5 and 1.7 of this Regulation.
- BBB. Terms not otherwise defined herein shall have the meanings adopted in the latest edition of Standard Methods for the Examination of Waste and Water published

by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

CCC. Abbreviations: The following abbreviations shall have the designated meanings:

1. BOD shall mean biochemical oxygen demand.
2. C.D.R. shall mean the Code of Federal Regulation.
3. COD shall mean chemical oxygen demand.
4. EPA shall mean the Environmental Protection Agency.
5. CDPS shall mean the Colorado Discharge Permit System.
6. CRS shall mean the Colorado Regulatory System.
7. FOG shall mean fats, oils, and grease.
8. mg/l shall mean milligrams per liter.
9. NPDES shall mean the National Pollutant Discharge Elimination System.
10. O & M shall mean operations and maintenance.
11. POTW shall mean publicly owned treatment work(s).
12. U.S.C. shall mean United States Code (Ord. 463, S7, 1981).

### 1.3 PROHIBITED AND ACCIDENTAL DISCHARGES

A. PROHIBITED DISCHARGES – SPECIFIC CATEGORIES. No person shall contribute or cause to be contributed directly, or indirectly, into the POTW any pollutant of wastewater which will interfere with the operation or performance of the POTW. These general prohibitions apply to all users of a POTW, whether or not the user is subject to categorical pretreatment standards or any other Federal, State, or District pretreatment standards or requirements. No person shall contribute any of the following substances to the POTW:

1. Explosives or flammable wastes which shall include any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone, or by interaction with, other substances to cause fire or explosion, or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings of any explosive hazard meter, at the point of discharge into the system (or at any point in the system), be more than five (5) percent, nor any single reading over ten (10) percent of the lower explosive limit of the meter. Prohibited materials include, but are not limited to, gasoline, fuel oil, diesel

fuel, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and any other substances which the District, the State, or the EPA has notified the user is a fire hazard or an explosive hazard to the POTW.

2. Solids which shall include solid or viscous substances which may, by reason of their quantity, cause or may cause obstruction to the flow in a sanitary sewer or other interferences with the operation of the POTW or service connections, such as, but not limited to: grease, garbage with particles greater than one-half (1/2) inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entails, whole blood, feathers, ashes, cinders, sand, limestone or marble dust, metal, glass, straw, shavings, grass clippings, rags, fabrics, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes, cement, concrete, plaster, graves, hay, hooves, lime slurry, paint or chemical residues.

3. Corrosive wastewater which shall include wastewater having a pH less than 6.0 or more than 9.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.

4. Toxic wastewater which shall include any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with any wastewater treatment process, to constitute a hazard to humans or animas, to create a toxic effect in the receiving waters of the POTW, to contaminate the sludge of any POTW systems or to exceed the limitations set forth in a categorical pretreatment standard.

5. Untreated substances which shall include any substance which may cause the POTW's effluent or any product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the POTW is pursuing reuse and reclamation program. In no case shall a substance discharged to the POTW case the POTW to be in noncompliance with sludge or use or disposal criteria, guidelines, or regulations developed under Section 405 of the ACT (33 U.S.C. S1345) or criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to Federal or State statutes applicable to the sludge management method being used.

6. Other prohibited discharges:

- a. Any substances which will cause the POTW to violate the CDPS or the receiving water quality requirements; or
- b. Any wastewater with color exceeding one hundred and fifty (150) units, as measured by the platinum-cobalt standard method; or
- c. Any wastewater with turbidity exceeding two hundred and fifty (250) nephelometric turbidity units (NTU's) or



- d. Malodorous substances which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair or for sampling or monitoring; or
- e. Any wastewater having a temperature which will inhibit biological activity in the POTW and result in treatment interference; i.e. no wastewater with a temperature at the introduction into the POTW which exceeds 66 C (150 F) or which causes temperature at the headworks of the POTW treatment plant to exceed 48 C (104 F); or
- f. Slug loads; or
- g. Wastewater containing radioactive wastes or isotopes of such half life or concentration as may exceed limits established by applicable State or Federal regulations; or
- h. Any wastewater which causes a hazard to human life or creates a public nuisance.

B. CATEGORICAL PRETREATMENT STANDARDS. Upon the promulgation of the categorical pretreatment standards for a particular industrial subcategory, developed pursuant to Federal Statutes or regulations, the categorical pretreatment standard, if more stringent than District limitations imposed herein, shall immediately supersede the District limitations.

C. SPECIFIC POLLUTANT LIMITATIONS. No person shall discharge wastewater containing in excess of the LIMITATIONS herein by this reference.

D. OTHER REQUIREMENTS. State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those of the District contained herein. The District's limitations or requirements on discharges shall, however, apply in any case where they are more stringent than State or Federal requirements or limitations.

E. DISTRICT RIGHT TO REVISION. The District reserves the right to establish more stringent limitations or requirements on discharges to the POTW if deemed necessary to comply with the objectives presented in Section 1.1 herein.

F. DILUTION. No user shall ever increase the use of water, or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Categorical Pretreatment Standards, or in any other specific pollutant limitation established by District, State, or Federal requirements.

G. ACCIDENTAL DISCHARGE. Each industrial user must provide protection from accidental discharge of materials or substances regulated herein. The facilities required to

prevent accidental discharge of such materials, or substances, such as holding tanks, shall be specified for higher hazard industrial users via a District letter – “Notification of Evaluation Results.” Detailed plans for installation, maintenance, and operation of the required facilities will be submitted to the District for review and approval prior to construction or installation. All industrial users shall submit the above plan, complete the approved facilities, and initiate the process involved according to the time table provided in the “Notification of Evaluation Results” letter. No industrial user shall introduce wastewater into the system until the operative facilities and procedures have also been approved by the District. Review and approval of such plans, facilities, and procedures will not relieve the industrial user of the responsibility to subsequently modify the facility and procedures as necessary to assure continuing satisfaction of the requirements herein. The required facilities will be provided, maintained and operated at the industrial user’s cost and expense.

1. In the case of an accidental discharge, it is the responsibility of the industrial user to immediately notify the District of the incident in the most expeditious manner possible. The notification shall include, date, time, and location of discharge; type of waste; concentration and volume; and corrective actions taken.

2. Within five (5) days following an accidental discharge, the industrial user shall submit to the District a detailed written report describing the cause of the discharge and the measure to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expenses, loss, damage, or liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to persons or property, nor shall such notification relieve the industrial user of any fines, civil penalties, or other applicable law.

3. A notice shall be permanently posted on the industrial user’s bulletin board or other prominent place advising employees to immediately report any accidental discharge. Employers shall insure that all employees who may observe or may cause or suffer such accidental discharge to occur are advised of the emergency notification procedure.

#### 1.4 WASTEWATER DISCHARGE PERMIT

A. NONCRITICAL WASTEWATER DISCHARGES. No person shall cause or allow the discharge of wastewater into the POTW without a wastewater discharge permit except as follows:

1. Domestic users who have received a District service connection permit.
2. Industrial users who are noncritical industrial users, as determined by the District and have received a District service connection permit.

B. CRITICAL WASTEWATER DISCHARGES. No person shall cause or allow a critical industry to connect to the POTW unless such industry shall have obtained a wastewater discharge permit before connection to or discharging into the POTW. Each critical industry connected to the POTW on the effective date of this regulation shall obtain a wastewater

discharge permit in accordance with a prioritized schedule developed by the District and available at the District Office, but in no case later than December 31, 1989.

C. PERMIT APPLICATION. Users required to obtain a wastewater discharge permit shall complete and file with the District an application in manner and form prescribed by the District in an Implementation Process Supplement attached hereto. Each critical industry connected to the POTW on the effective date of this regulation shall apply for a wastewater discharge permit in accordance with a prioritized District schedule. Proposed new critical industries shall apply at least one hundred and twenty (120) days prior to the proposed connection to, or contribution to, the POTW. To initiate the application process, the user shall complete and submit questionnaires provided by the District which will provide the following types of information in units and terms appropriate for evaluation by the District:

1. Name, address, and location of the property owner, the wastewater generating facility / business, and the discharge point;
2. Standard industrial classification;
3. Wastewater quality and quantity. Quality characteristics include, but are not limited to, those mentioned in Section 1.3 of this regulation as determined by a reliable analytical laboratory;
4. Time(s) and duration of discharge(s);
5. Average daily and peak wastewater flow rates, including daily, monthly, and seasonal variations, if any;
6. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewer, sewer connections, and appurtenances by size, location, and elevation. If deemed necessary by the District, such plans shall provide for separate system for handling sanitary wastes and industrial wastes;
7. Description of activities, facilities, and plant processes on the premises, including all materials which are to be, or could be, discharged;
8. Where known, the quantity and specific nature of any pollutants in the discharge which are limited by any District, State or Federal standards or requirements;
9. If additional pretreatment or O & M will be required to meet the District, State or Federal standards, a schedule will be provided by the user noting when the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable standards and requirements. The following conditions shall apply to this schedule:
  - a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events

leading to the construction and operation of additional pretreatment required for the user to meet the applicable standards and requirements;

- b. No increment referred in Paragraph “a”, above, shall exceed ninety (90) days from the date of the District Letter of Notification unless a request for waiver is submitted to, and approved by the District.
- c. Not later than fifteen (15) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the District including, as a minimum, whether or not the user complied with the increment of progress to be met on such date, and, if not, the date on which the user expects to comply with this increment of progress, the reason for the delay, and steps taken by the user to return the construction to the schedule established.

10. Any other information, including on-site inspection, as required by the District to evaluate the permit application. After evaluation and categorization of the data furnished, the District may issue a wastewater discharge permit.

D. PERMIT MODIFICATION. Upon promulgation of a categorical pretreatment standard and within the time prescribed thereby, the wastewater discharge permit of users subject to such standards shall be deemed revised to require compliance with any part thereof which is more strict than existing standards or conditions of the permit. Where a user, subject to categorical pretreatment standards, has not previously submitted an application for a wastewater discharge permit, the District shall initiate the wastewater discharge permit process within thirty (30) days after promulgation of the applicable categorical pretreatment standard. Any user with an existing wastewater discharge permit shall submit to the District within thirty (30) days after such promulgation the information required in questionnaires provided by the District. In addition to the foregoing, the terms and conditions of the permit shall be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance, as determined by the District.

E. PERMIT CONDITIONS. Wastewater discharge permits shall be expressly subject to all provisions of this regulation and all other applicable regulations, user, charges, and fees established by the District. Permits may be conditioned upon the following:

- 1. Limits on the average and maximum wastewater constitutes and characteristics;
- 2. Limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization;
- 3. Requirements for installation and maintenance of inspection and sampling facilities;

4. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedules;
5. Compliance schedules;
6. Requirements for submission of atypical incident or discharge reports;
7. Requirements for maintaining and retaining records relating to wastewater discharge as specified by the District and affording District access thereto;
8. Requirements for notification of the District of any new introduction of wastewater constituents or any change in character of the wastewater constituents or average volume being introduced into the wastewater treatment system;
9. Requirements for notification of sludge loads;
10. Requirements for separate systems to handle sanitary and industrial wastewater, such that in the event that the user's industrial wastewater is, or could cause interference or a potential interference with the POTW, that the industrial wastewater could be severed, preventing discharge into the POTW and still allowing the user's sanitary wastewater to discharge into the POTW.
11. Other conditions as deemed necessary by the District in order to enforce the provisions of this regulation.

F. PERMIT DURATION. A wastewater discharge permit shall be issued for a period of one (1) year from the date of issue. The renewal process shall be initiated by the District ninety (90) days prior to the expiration of the user's existing permit. Any permit may be suspended or revoked for failure to comply with the requirements of this regulation.

G. PERMIT TRANSFER PROHIBITED. A wastewater discharge permit shall not be sold, traded, assigned, transferred, or sublet. Any new industrial user must obtain a wastewater discharge permit regardless of whether a permit previously existed for the same premises or industrial activity.

#### 1.5 PERMIT FEE REQUIREMENTS

A. COMPLIANCE DATE REPORT. Within ninety (90) days following the date for final compliance with applicable standards or requirements, any industrial user subject to Federal, State or District standards and requirements shall submit to the District a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Federal, State or District standards and requirements and the average, minimum, and maximum daily flow and times for wastewater limited by such standards and requirements. The report shall state whether the applicable standards or requirements are being met on a consistent basis and, if not, what additional O & M or pretreatment is necessary to bring a user into compliance with the applicable standards or requirements. This statement

shall be signed by an authorized representative of the industrial user and certified to by a professional engineer registered in the State, unless a waiver is submitted to, and approved by, the District.

B. PERIODIC COMPLIANCE REPORTS.

1. Any industrial user subject to a Federal, State, or District standard or requirement after the compliance date of such standard or requirement after the compliance date of such standard or requirement shall submit to the District during the ninth (9<sup>th</sup>) month of the permit year, unless required more frequently by the District, a report indicating the nature and concentration of pollutants in the wastewater which are limited by such standards or requirements. In addition, this report shall include a record of all daily flow which during the reporting period exceeded the average daily flow reported in Paragraph A.

2. The District may impose mass limitations on industrial users which are using flow equalization to meet applicable Federal, State or District standards or requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by Paragraph B.1 above shall also indicate the mass of limited pollutants in the wastewater of the user. These reports shall also contain the results of sampling and analysis of the discharge, including production and mass of pollutants contained therein which are limited by the applicable standards and requirements.

C. MONITORING FACILITIES (Ref: Par. B.1, Sect. 1.7).

1. Where required pursuant to this regulation or pursuant to terms and conditions of the wastewater discharge permit, the user shall provide and operate, at the user's expense, monitoring equipment and facilities sufficient to allow inspection, sampling, and flow measurement of the building sewer systems. The monitoring equipment and facilities shall be situated on the user's premises or such other location as approved by the District.

2. There shall be ample room in or near such monitoring manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

3. Whether constructed on public or private property, the sampling and monitoring equipment and facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification of the requirements by the District unless another date is specified in the wastewater discharge permit.

D. INSPECTION (Ref: Par. B.1, Sect. 1.7). The district may inspect the equipment and facilities of any user at any time during normal business hours to ascertain whether they are in compliance with applicable ordinances, rules, and regulations. Occupants of premises where wastewater is created or discharged shall allow the District or its representative entry for purpose of inspection, sampling, records examination, or the performance of any rights or responsibilities

under this regulation. The District, State, and EPA shall have the right to install, on the user's property, such devices as are necessary to conduct sampling, inspection, compliance monitoring, or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the District, State, and EPA will be permitted to enter, without undue delay, for the purposes of performing their specified responsibilities.

E. FAILURE TO PERMIT INSPECTION. In the event a duly authorized officer or agent of the District is refused admission for any purpose, the District may cause sewer service to the premises in question to be discontinued until the District's officer or agent has been afforded reasonable access to the premises and sewer system to accomplish the inspection or sampling.

F. SAMPLING (Ref: Par. B.3, Sect. 1.7) All measurements, tests and analyses of the characteristics of wastewater to which reference is made herein shall be determined in accordance with "Standard Methods" or, where not addressed in "Standard Methods", in accordance with procedures established by the EPA pursuant to Section (h) of the Act [33 U.S.C. Section 1314(h)], or with any other test procedures approved by the EPA for the analysis of wastewater. In the event that no special treatment or access facility has been required, the point of inspection shall be the downstream manhole in the POTW sewer nearest to the point at which the building sewer is connected to the public sewer.

G. PRETREATMENT. Users shall provide necessary wastewater treatment as required to comply herewith. Any equipment and facilities required to pretreat wastewater to a level in compliance with these regulations shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review and approval before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of subsequently modifying the facility as necessary to produce wastewater in compliance with the provision of this regulation. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the District for approval prior to the user's initiation of the changes.

H. PUBLICATION OF LIST OF NONCOMPLYING USERS. The District may annually publish in one or more local newspapers a list of users which were not in compliance with any applicable requirements or standards at least once during the twelve (12) previous months. Such notification shall also summarize any enforcement actions taken against such during the same twelve (12) months. All records relating to compliance with applicable standards or requirements shall be made available to officials of the EPA or other Approval Authority upon request, subject to any limitations contained in State statutes.

I. CONFIDENTIAL INFORMATION.

1. Information and data on a user obtained from reports, questionnaires, permit application, permits, monitoring programs, and from inspections, shall be available to the

public or other governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

2. When so requested by the user furnishing a report with privileged information, and such report is approved by the District, the portion of a report which might disclose trade secrets shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related hereto, the CDPS or other applicable standards or requirements. Moreover, such portions of the report shall be available for use by District or State Agencies in judicial review or enforcement proceedings involving the user furnishing the report.

3. Information accepted by the District as confidential, shall not be transmitted to any government agency by the District until and unless a ten-day written notification is given to the user by certified mail or personal service.

#### 1.6 FEES AND CHARGES

In addition to the sewer use, fees, and charges provided for in other District Regulations, additional fees and charges for conduct of this program may be made as set forth in this Section.

A. **DAMAGE TO FACILITIES.** When a user's wastewater causes obstruction or damage, or, because of the nature of the wastewater, increases the costs for managing the effluent or the sludge of the POTW, the user shall pay for such increased cost.

B. **PERMIT FEE.** The Wastewater Discharge Permit fee is an annual fee and a factor of the industrial user evaluation and categorization process (Ref: Par. D below). The permit fee schedule by industrial user category is provided in Table 2 which is incorporated herein by reference.

C. **REVIEW OF WASTEWATER PERMIT FEES.** The District may periodically review the total cost of operation and maintenance of the POTW, reconsider individual user's discharge, re-evaluate the cost of conducting this program, and revise fees as necessary to assure equity with sufficient funds to adequately operate and maintain the POTW. If an industrial user has completed in plant modifications which change that user's wastewater discharge, the user can present to the District such factual information, and the District shall determine if the evidence justifies a change of the user's category and/or permit fee.

D. **CATEGORIZATION OF INDUSTRIAL USERS.** Critical industries may be divided into various categories, including but not limited to, Actual Contributors and Potential Contributors, and fees within such categories will reflect the differing hazards to the POTW and related program costs to the District.

E. **WASTEWATER ANALYSIS FEES.** Industrial users shall be subject to wastewater analysis fees as exemplified in Table 3.



## 1.7 CATEGORIZATION OF, AND REQUIREMENTS FOR, INDUSTRIAL USERS

A. CATEGORIZATION OF INDUSTRIAL USERS. All non-domestic activities (Ref: Par. V, Section 1.2) will be subject to categorization and must, as a minimum, complete and submit a General Information Questionnaire, provided by the District, for evaluation. The District will categorize each of the non-domestic activities into one of four major categories of industrial users as defined below. While completing the critical categorization process, the District may consider general knowledge of the candidate user, information submitted via the District provided questionnaire(s), on-site inspections, and periodic samplings as deemed necessary for accurate categorization. The District will provide a user appeal process; but, assigned categories may only be reduced by District action. (Ref: Par. C, Sect.1.8)

1. Category I – Minimal Waste Producers. This category of non-domestic user is defined as being an activity that has a calculated monthly water usage for industrial purposes of less than fifteen thousand (15,000) gallons and a BOD and/or TSS loading of less than 220 mg/1.

2. Category II – Medium Waste Producers. This category of non-domestic users is defined as being an activity that has a calculated monthly average of water usage for industrial purposes of more than fifteen thousand (15,000) gallons and a BOD and/or TSS loading of less than 220 mg/1. In addition, the user must meter all water input, whether purchased or from a well, thorough a water flow meter acceptable to the District and accessible to the District during normal business/operating hours.

- a. Actual – An industrial user currently meeting the above criteria.
- b. Potential – An industrial user with the potential for reaching and/or exceeding the above criteria within the next twelve months.

3. Category III – Medium Waste Producers With Heavy Loading. This category of non-domestic user is defined as being an activity that has a calculated monthly average of water usage for industrial purposes of less than fifteen thousand (15,000) gallons but a BOD and/or TSS loading greater than 220 mg/1. In addition, the user must meter all water input, whether purchased or from a well, through a water flow meter acceptable to the District and accessible to the District during normal business/operating hours.

- a. Actual – An industrial user currently meeting the above criteria.
- b. Potential – An industrial user with the potential for reaching and/or exceeding the above criteria within the next twelve months.

4. Category IV – Large Waste Producers. This category of non-domestic user is defined as being an activity that has a calculated monthly average of water usage greater than fifteen thousand (15,000) gallons and a BOD and/or TSS loading greater than 220 mg/l. In addition, the user must meter all water input, whether purchased or from a well, through a water flow meter acceptable to the District during normal business/operation hours.

- a. Actual – An industrial user currently meeting the above criteria.
- b. Potential – An industrial user with the potential for reaching the above criteria within the next twelve months.

5. The definition of BOD (Biochemical Oxygen Demand) and TSS (Total Suspended Solids) and the methods of analyzing samples shall be in general conformance with the definitions in “Standard Methods.”

**B. MONITORING, INSPECTING, METERING, SAMPLING, AND ANALYZING. (Ref: Par. C, D. and F, Sect. 1.5)**

1. Monitoring and inspecting shall be interrelated. Monitoring of Actual and Potential industrial users will be a continuing process conducted primarily by the District and shall consist of the review of records, reports, and other pertinent data supplemented by periodic on-site inspections. In addition, the industrial user’s plans for operation of the facility (Ref: Par. G, Sec. 1.3 and Par. C, Sect. 1.5) must include an internal monitoring and inspection program.

2. Depending upon the category assigned and the related wastewater discharge permit criteria, metering requirements can consist of one or more of the following:

- a. Water flow meter that meters all water input, whether purchased or drawn from a well.
- b. Waste flow meter with indicator and totalizer.
- c. Waste flow meter with continuous totalizer indicator and recorder.
- d. If all water is disposed to waste, and if all water is passed through a flow meter, then that particular industrial user can petition the District to waive any requirement for a waste flow meter and to use the water flow meter for determining volume.

3. Sampling will consist of the physical collection of wastewater produced by each industrial user. Depending upon the category assigned and the related wastewater discharge permit criteria, the minimum sampling frequencies are as shown in Table 4, which is

incorporated herein by this reference. When abnormalities are detected, the District may require additional samplings and on-site inspections, either on a scheduled or random basis.

- a. Samples will be collected from the mains or service lines.
- b. Sampling points will be downstream of all waste sources of each industrial user so that the sample will represent a composite mixture of the wastes produced.
- c. Unless otherwise dictated by the category and related wastewater discharge permit criteria, sampling points must be accessible for either periodic or continuous testing as required. Nominally, the sampling points may consist of manholes or four (4) inch (minimum) clean-out ports.
- d. A refrigerator must be reasonably available to provide for temperature control of the sample prior to analysis.
- e. For the most critical categories of industrial users, samples will be of the proportional composite type, and the monthly rate shall be based on the recorded flow and sample analysis.
- f. "Composite sample" shall mean a representative flow-proportioned or time-proportioned sample collected within a twenty-four hour period composed of a minimum of four individual samples collected at equally spaced intervals and combined according to flow and time.

4. Analysis will consist of qualified laboratory breakdown of the discharge, pollutant properties contained in the sample described in Par 3 above. Limits for possible pollutant/pollutant property are listed in Table 1. The depth of analysis required will be governed by the category assigned and the related wastewater discharge permit criteria as indicated in Table 5, which is incorporated herein by this reference.

- a. The original copy of the analysis results will be maintained at the industrial user's facility, and a copy will be provided the District within five (5) days of the analysis.
- b. Any abnormalities will be reported to the District as soon as possible (Ref: Par. G. Sect. 1.3).

5. Specific requirements for the above functions will be provided in writing by the District upon completion of the evaluation process. Prior to implementation, all equipment, e.g. sampling points, and procedures, e.g. sampling and analysis, must be reviewed

and approved by the District. Should the user fail to properly utilize and/or maintain the approved equipment, facilities, and/or procedures, the user shall be in violation of this regulation.

6. The cost of the required equipment, facilities, and user-conducted sampling and analysis, will be borne by the industrial user.

### 1.8 ENFORCEMENT

A. ADMINISTRATIVE REMEDIES. If any person, i.e. industrial user, violates any of the provisions of this regulation or any of the terms and conditions of any wastewater discharge permit, the District is authorized to take one or more of the following actions as the District deems necessary and appropriate in the circumstances:

1. Suspension. The District may order wastewater treatment service, service connection permits, and wastewater discharge permits suspended if actual or potential discharge endangers, or may reasonably endanger, individual health, safety, or welfare, or the environment, or may cause interference in or to the POTW; or may cause the District to violate any condition or terms of the CDPS. Any such suspension order shall become effective the day after the next regularly scheduled meeting of the Board of Directors, which is at least five (5) days after the date the suspension order is mailed, unless the Board of Directors, on appeal by the affected industrial user, shall reverse the suspension order or stay its effect.

2. Emergency Suspension. The District may, without prior notice or hearing, order wastewater treatment service, service connection permits, and wastewater discharge permits immediately suspended if actual or potential discharge immediately and substantially endangers individual health, safety, or welfare, or the environment, or may cause imminent and substantial interference in or to the POTW; or may cause the Tri-Lakes Wastewater Treatment Facility to violate any condition of the CDPS. Any such emergency suspension order shall become effective immediately, and any person notified of such suspension shall immediately stop or eliminate all discharge of industrial waste. The District is also authorized, in such circumstance, to take steps as deemed necessary, including severance of the sewer connection, to prevent or minimize danger or property damage.

3. Reinstatement. Any suspended service or permit shall be reinstated upon proof of elimination of the violation, payment of all costs and expenses incurred by the District in connection with the suspension, and approval by the District of a satisfactory plan to prevent future such violations.

4. Revocation. The District may order wastewater treatment service permanently terminated and wastewater discharge permits revoked, if it is necessary to make a suspension order or emergency suspension order more than three times in any twelve-month period. Any such revocation shall become effective the day after the next regularly scheduled meeting of the Board of Directors which is at least five (5) days after the date the revocation order is mailed, unless the Board of Directors, on appeal by the affected industrial user, shall reverse the revocation order or stay its effect.

5. Other. If deemed necessary to prevent danger, property damage, or interference with the POTW, the District may order a user to provide treatment; flow rate control; suitable access facilities, such as a manhole or vault; and periodic sampling, testing, and reporting of the quality and quantity of wastewater being discharge. Any such order shall become effective at the time specified therein, unless the Board of Directors, on appeal by the affected industrial user, shall reverse the order or stay its effect.

6. Falsifying Information and Tampering. No person shall knowingly make any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to the terms of this regulation or wastewater discharge permit, or shall falsify, tamer with or knowingly render inaccurate any monitoring devise or method required hereunder.

B. NOTIFICATION. Any notice or order issued under this section shall be served personally or by registered or certified mail, return receipt requested to the billing, or street address of the property owner / industrial user.

C. APPEAL,

1. Any person desiring to appeal any order or determination of the District shall file a written notice of appeal with the Secretary of the Board within fifteen (15) days of such order or determination. Such notice or appeal shall set forth the nature of the order or determination being appealed, the date of such order or determination, the reason for the appeal, and shall request a hearing before the fill Board of Directors.

2. Date of Hearing. On receipt of a notice of appeal, the Secretary of the Board of Directors shall refer it to a Joint Coordination Committee (Ref: The Implementation Process Supplement hereto) for review and set it for hearing at the next regularly scheduled Board meeting, if such meeting is at least fourteen (14) calendar days following the receipt of the notice of appeal; otherwise for the next meeting thereafter. Notice of the time, date, and place for the hearing shall be mailed to the party filing the notice of appeal. The Board of Directors may continue the hearing from time to time thereafter, as it deem necessary, without further notice.

3. Conduct of hearing. The full Board of Directors shall act as a quasi-judicial body in the conduct of the hearing. The party appealing and a cognizant member of the Board shall each have the opportunity to present evidence and arguments in support of their positions, and shall have the right to be represented by an attorney, if they so desire. The Board of Directors shall make findings of fact and may affirm, reverse, or modify the order or the basis of its determination. The findings and decision of the Board of Directors shall be mailed to the appealing party, in the manner provided in Subsection B of this Section.

1.9 PENALTIES AND REMEDIES

A. CIVIL LIABILITY FOR EXPENSES. Any person, i.e. industrial user, violating the provisions of this regulation or any applicable State or Federal regulations or any terms and conditions of the user's wastewater discharge permit, shall be liable for any expense, loss, or

damage caused the POTW by reason of such violation, including the increased costs, if any, for managing effluent or sludge when such increased are the results of the user's discharge of toxic pollutants.

B. PENALTIES. Any person, i.e. industrial user, violating any of the provisions of these Rules and Regulations shall be subject to a penalty charge imposed by the Board not to exceed \$1,000.00 per day for each violation. Additionally, any person who shall be in violation of this provision may be subject to disconnection of sewer service, penalty charges under the Rules and Regulations of the District, and criminal prosecution under the appropriate laws of the State of Colorado or the United States, or any combination thereof. Any person determined to be in violation of these Rules and Regulations shall be sent a notice stating the nature of the violation, describing the satisfactory correction, and setting forth a time within which the correction must be completed, but in no event to exceed 30 days of the date of mailing or service of said notice. Notice shall be mailed to the last known address of the property owner as shown in the record of the District. Service of notice is complete upon mailing.

C. LIQUIDATED DAMAGES. Any industrial user who is found to have violated the Rules and Regulations of the District, willfully or negligently failed to comply with the provisions of the District Rules and Regulations, wastewater discharge permit or order issued thereunder, shall be subject to an assessment of liquidated damages in addition to any penalties, expenses, or pass through fines of \$1,000.00 for each breach will occur or continue shall be deemed a separate and distinct breach of violation.

D. INJUNCTIVE RELIEF. The District may petition the District Court for injunctive relief restraining any person from the continued violation of these regulations.

E. CIVIL FINE PASS THROUGH. In the event that an industrial user discharges such pollutants which cause the POTW to violate any condition of CDPS and the District is fined by EPA or the State for such violation, such user shall be fully liable for the total amount of the fine assessed against the District by the EPA or the State.

F. ADDITIONAL LIABILITIES. In addition to the penalties and damages provided herein, the District may recover reasonable attorney's fees, engineer's and other consultants' fees, court costs and other expenses of litigation from any person found to have violated any provisions of these regulations, or of any permit.

#### 1.10 SEVERABILITY

If any section, subsection, paragraph, or other provision of these Rules and Regulations shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, subsection, paragraph, clause, or other provision shall not affect any of the remaining provisions.

1.11 AUTHENTICATION

This regulation is hereby incorporated into the General Rules and Regulations of the Woodmoor Water and Sanitation District.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1989.

WOODMOOR WATER & SANITATION DISTRICT

BY: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

LISTS OF TABLES

TABLE 1 ..... LIMITATIONS ON DISCHARGES  
TABLE 2 ..... PERMIT FEE SCHEDULE  
TABLE 3..... TYPICAL ANALYSIS FEES  
TABLE 4 ..... MINIMUM SAMPLING FREQUENCIES  
TABLE 5 ..... MINIMUM ANALYSIS REQUIREMENTS

TABLE 1  
 LIMITATIONS ON DISCHARGE  
 (SPECIFIC POLLUTANT LIMITATIONS)

Pollutant/Pollutant Property	MAXIMUM CONCENTRATION IN mg/l*	
	Grab Sample	Composite Sample
Amonia-Notrogen (as N)	30.000	30.000
Arsenic	0.650	0.250
Boron	2.500	1.000
Cadmium	0.250	0.100
Calcium	20,000.000	8,000.000
Chlorinated Organic Compounds	2.500	1.000
Chlorine Demand	30.000	30.000
Chromium (Hexavalent)	15.000	5.000
Chromium (Trivalent)	10.000	4.000
Copper	9.000	3.000
Cyanide (Amenable to Chlorination)	0.650	0.250
Iron	45.000	15.000
Lead	1.500	0.500
Magnesium	5,000.000	2,000.000
Manganese	0.650	0.250
Mercury	0.060	0.025
Nickel	2.500	1.000
Oil and Grease	100.000	100.000
Phenols	12.500	5.000
Selenium	0.025	0.010
Silver	0.250	0.100
Sodium	10,000.000	4,000.000
Sodium Chloride	12,500.000	5,000.000
Sulfates (as S)	1,250.000	500.000
Sulfides (as S)	65.000	25.000
Zinc	6.000	2.000

\* All concentrations are total for the listed pollutant or pollutant property, except where otherwise indicted.



TABLE 2  
 PERMIT FEE SCHEDULE

<u>CATEGORY</u>		<u>ANNUAL FEE</u>
I	N/A	\$ N/A
II	Actual	\$125.00
	Potential	\$ 75.00
III	Actual	\$225.00
	Potential	\$125.00
IV	Actual	\$625.00
	Potential	\$225.00

TABLE 3

TYPICAL ANALYSIS FEES\*

	<u>ONE-TIME FEE</u>
FUNCTION:	
Sample Collection/Pickup, Proportion, and Report Generation	\$55.00
ANALYSIS BREAKDOWN:	
Alkalinity	\$15.00
Ammonia-Nitrogen	\$19.00
BOD	\$25.00
Chromium (Hexavalent)	\$12.50
COD	\$30.00
Cyanide (Amenable to Chlorination)	\$35.00
Metal (Any four)	\$35.00
Oil and Grease	\$10.00
pH	\$ 2.50
TSS	\$10.00

For pollutants/pollutant properties other than the ten listed above, additional fees will normally be charged at a rate of approximately \$18.00 per person-hour required.

\* Subject to change dependent upon laboratory, timing, frequency, and other cost related factors.

TABLE 4

MIMIMUM SAMPLING REQUIREMENTS

<u>CATEGORY</u>		<u>USER CONDUCTED</u>	<u>DISTRICT CONDUCTED</u>
I		None	None
II	Actual	None	Semiannually
	Potential	None	Annually
III	Actual	Quarterly	Semiannually
	Potential	Semiannually	Annually
IV	Actual	Every 15 Days	Monthly
	Potential	Every 30 Days	Quarterly

TABLE 5

MINIMUM ANALYSIS REQUIREMENTS  
(USER CONDUCTED)\*

<u>CATEGORY</u>		<u>POLLUTANT/POLLUTANT PROPERTY</u>
I		Not Applicable
II	Actual and Potential	Alkalinity BOD Oil and Grease pH TSS
III	Actual and Potential	Alkalinity BOD Oil and Grease pH TSS
IV	Actual and Potential	Alkalinity Ammonia-Nitrogen BOD Chromium (Hexavalent) COD Cyanide Metal Oil and Grease pH TSS

\* All District conducted analysis will, as a minimum, include each of the ten pollutants listed above for Category IV plus any other possible pollutants/pollutant property if conditions warrant.

APPENDIX I

CONSTRUCTION QUALITY CONTROL STANDARDS  
-NEW SUBDIVISIONS-

Woodmoor Water & Sanitation District

**TABLE OF CONTENTS TO THE CONSTRUCTION QUALITY CONTROL STANDARDS**

		<u>Page</u>
ARTICLE 100 - PURPOSE .....		1
ARTICLE 200 - SCOPE .....		1
ARTICLE 300 - DEFINITIONS.....		1
ARTICLE 400 - ALTERNATE MATERIALS AND METHODS OF CONSTRUCTION.....		2
ARTICLE 500 - MODIFICATIONS .....		2
ARTICLE 600 - REQUIREMENTS.....		2
1	<i>GENERAL</i> .....	2
2	<i>DUTIES OF DEVELOPMENT ENGINEER</i> .....	3
	<i>a) Visits to Site</i> .....	3
	<i>b) Conferences</i> .....	3
	<i>c) Liason</i> .....	4
	<i>d) Show Drawings and Samples</i> .....	4
	<i>e) Review of Work, Rejection of Defective Work, Inspection and Tests</i> .....	4
	<i>f) Interpretation of Approved Construction Documents</i> .....	5
	<i>g) Reporting and Resolving Discrepancies</i> .....	5
	<i>h) Modifications</i> .....	6
	<i>i) Records</i> .....	6
	<i>j) Reports</i> .....	6
	<i>k) Guarantees, Certificates, Maintenance and Operations Manuals</i> .....	6
	<i>l) Project Close Out</i> .....	7
3	<i>LIMITATIONS OF AUTHORITY</i> .....	8
ARTICLE 700 - PROJECT REPRESENTATION.....		9
1	<i>DISTRICT REPRESENTATIVE</i> .....	9
2	<i>OWNER/DEVELOPER REPRESENTATIVE</i> .....	9
3	<i>DEVELOPMENT ENGINEER REPRESENTATIVE</i> .....	9
ARTICLE 800 - DISTRICT COSTS AND EXPENSES.....		9

## CONSTRUCTION QUALITY CONTROL STANDARDS

### 100.0 Purpose

The purpose of these “Construction Quality Control Standards” is to provide acceptable standards of construction, quality of materials and installation practices, use, location, and maintenance of all public improvements and common facilities that are or will be owned, maintained, and operated by the District including, but not limited to, sanitary sewer systems, water supply systems, and water and wastewater pump stations and appurtenances thereto.

### 200.0 Scope

The provisions of these “Construction Quality Control Standards” shall apply to the construction, reconstruction enlargement, alteration, moving, removal, conversion, demolition, repair, replacement and excavation of any public improvements or common facilities within new subdivisions, or that are required as an upgrade necessary to serve that subdivision.

### 300.0 Definitions

**Construction documents** – Documents including but not limited to the development's water and sewer construction plans approved by the District ("Approved Plans"), the Woodmoor Water and Sanitation District's Standard Specifications and Construction Details, written work directives, and written amendments to the plans or specifications.

**Development Engineer** – The duly authorized professional engineer licensed in the State of Colorado, designated by the Owner/Developer to act on Owner/Developer's behalf in all engineering and related matters, including any construction observers employed by the Development Engineer. It is expected that the Development Engineer will be the same entity or person that performed and sealed the development's design and construction plans.

**District** – The Woodmoor Water & Sanitation District No. 1

**Owner/Developer** – Any Person or entity who is the owner or developer of real property within the jurisdictional boundaries of the District, and who desires service from the District or the right to construct main extensions in a District easement or right-of-way.

**Standard Specifications and Construction Details** – Written document describing and/or illustrating the District's standard construction details and standard construction specifications for installation of water and sewer infrastructure and appurtenances within the jurisdictional boundary of the District.

400.00

**Alternate Materials and Methods of Construction**

The provisions of these Construction Quality Control Standards are not intended to prevent the use of any material or method of construction not specifically prescribed by the standard details and specifications of the District; however, the long-term function, maintainability, and performance must be equivalent and any alternate method or material must be approved in writing in advance by the District.

The District shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding alternate materials, test procedures, etc. The details of any action granting approval of an alternate material or practice shall be recorded and entered in the final construction report. No action approving any specific alternate method or material shall be construed as a precedent approving such alternate method or material in any other case.

500.00

**Modifications**

Whenever there are practical difficulties involved in carrying out the provisions of these procedures, the District in its sole discretion may grant on a case-by-case basis, provided that the District shall first find that a special individual reason makes these procedures impractical and that the modification is in conformity with the intent and purpose of these procedures, and providing that such modification does not lessen any design requirement or any degree of integrity. The details of any action granting modifications shall be recorded and entered in the files of the District. No action approving any specific modification shall be construed as a precedent approving such alternate method or material in any other case.

600.00

**Requirements**

1. General

- a. For all water and sewer infrastructure being installed by the subdivision or development within the jurisdictional boundaries of the District, the Owner/Developer shall provide (at its expense) construction supervision and project administration through a qualified active engineer licensed in the state of Colorado (the "Development Engineer"). Development Engineer shall not be transferred from the project unless the transfer is agreed to by the District. Owner/Developer shall, upon District's demand, replace the Development Engineer with an individual acceptable to the District. The District may, in its sole discretion, assume any or all duties of the Development Engineer, including but not limited to the responsibility for on-site observation inspection and testing. In such event, District expenses for performance of the duties of the Development Engineer shall be borne by the Owner/Developer. The Development Engineer shall be responsible for the following:
  - 1) Quality control assurance and observation of required material and installation testing.



- 2) Maintaining written **daily** activity and progress reports of the water and sewer infrastructure installation.
- 3) Observation and record keeping of all field tests and test reports required for the construction of water and sewer infrastructure including, but not limited to hydrostatic tests, air tests, vacuum tests, compaction tests, bacteriological tests.
- 4) Photographs sufficient to provide a record of conditions encountered throughout construction.
- 5) Construction problems and remedies.
- 6) Coordination between the District and the Owner/Developer and Contractor.
- 7) Obtaining “AS BUILT” information and “AS BUILT SURVEYS” and assembling them in a form acceptable to the District.
- 8) A final construction report, final certificate of completion, and a written copy of the Owner/Developers request for conditional acceptance of the facilities by the District.

## 2. Duties of the Development Engineer

### a. *Visits to Site*

- 1) Development Engineer or his/her designated representative shall visit the site and conduct on site observations at appropriate intervals as he/she determines is adequate in determining that the installation of water and wastewater infrastructure is proceeding in accordance with the approved construction documents and the completed work will conform to the approved construction documents. The Development Engineer shall document any work that will not be visible for inspection upon completion of the work. The District may uncover such work for inspection by District personnel if such work is reasonably believed to be non-conforming with the approved construction documents, District rules, regulation, standards, etc. and charge the Owner/Developer for the costs of such uncovering and inspection.

### b. *Conferences*

- 1) Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences not more than once every two weeks (or other intervals mutually agreed upon between all parties) and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.

### c. *Liaison*

- 1) Serve as a liaison between Owner/Developer, Contractor, and the District working principally through Contractor’s superintendent and assist him in understanding the intent of the Approved construction documents. Assist in serving as the District’s liaison with Contractor when Contractor's operations affect the District’s on-site operations.

- 2) Assist in obtaining from the District additional details or information, when required at the job site for proper execution of the work.
- d. *Show Drawings and Samples*
- 1) Receive and review samples that are furnished at the site by Contractor and notify the District of their availability for examination and approval.
  - 2) Advise Contractor or Contractor's superintendent prior to the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been accepted or approved.
  - 3) Receive and review Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals outlined in the Standard Specifications and Construction Details. Development Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Approved construction documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the approved construction documents. Development Engineer will distribute copies of approved shop drawings, material and sample submittals to Contractor and the District.
- e. *Review of Work, Rejection of Defective Work, Inspection and Tests*
- 1) Conduct on-site observations of the work in progress to determine that the Project is proceeding in accordance with the approved construction documents and the completed work will conform to the approved construction documents.
  - 2) Report to the District whenever any work is believed to be unsatisfactory, faulty or defective or does not conform to the approved construction documents, has been damaged or does not meet the requirements of any inspections, tests or approvals required to be made and advise the District when Development Engineer believes work should be corrected or rejected, should be uncovered for observation or requires special testing or inspection.
  - 3) Notify the District at least 2 days prior to any tests being conducted. Verify that tests, equipment and system startups are conducted as per the Approved construction documents and in the presence of the Development Engineer and any other required personnel. Maintain adequate records thereof; observe, record and report to the District appropriate details relative to the test procedures and startups.
  - 4) Accompany the District and visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of these inspections.
  - 5) Development Engineer shall regularly report the result of on-site observations, inspections or testing to the District. All materials and every part of the work shall be subject to inspection and testing by the District. Whenever there is insufficient evidence of compliance with any

of the provisions of the approved construction documents and/or the Standard Specifications and Construction Details or evidence that any material or construction does not conform to the requirements therein, the District shall require that the Development Engineer investigate and recommend tests, and actions to be taken by Contractor or the Owner/Developer that will be used as proof of compliance. Test methods will be as specified by the Standard Specifications and Construction Details or by other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the Development Engineer will determine and recommend test procedures. All tests will be made by an approved agency and all costs shall be the responsibility of the Owner/Developer and/or Contractor. Reports of such tests shall be included in the final construction report and retained by the Development Engineer. In the event that Development Engineer fails to regularly report results of on-site observations, inspections, or testing, or if the District reasonably believes that Development Engineer has failed to report unsatisfactory or defective work as required by Section 700.2(e)(2) or otherwise is not in compliance with the requirements of this Section 700.2, Owner/Developer shall remove or uncover such portions of the finished work as directed by the District at no cost to the District.

*f. Interpretation of approved construction documents*

- 1) Consult with the District prior to interpreting the “Standard Specifications and Construction Details” for Contractor.
- 2) Transmit to Contractor clarification and interpretation of the Approved construction documents when necessary.

*g. Reporting and Resolving Discrepancies*

- 1) If, during the performance of the work, any conflict, error, ambiguity, or discrepancy within the approved contract documents or between the approved contract documents and any provision of any law or Regulation applicable to the performance of the work or of any standard, specification, manual or code, or of any instruction of any supplier, Development Engineer shall report it to the District with recommendations for resolution.

*h. Modifications*

- 1) Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report them with recommendations to the District.
- 2) The District may, at any time or from time to time, order additions, deletions, or revisions in the work by a Written Work Change Directive for additional work necessary to bring the water and sewer installations into compliance with the District’s rules, regulations, and construction standards. Work change directives will be issued to the Development Engineer with a copy to Owner/Developer. Upon receipt of any such

document, forwarded to Contractor from Developer or Development Engineer, Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the approved construction documents (except as otherwise specifically provided).

*i. Records*

- 1) Maintain orderly files for correspondence, reports of job conferences, Shop Drawings, sample submissions and reproductions of original Approved construction documents, including all field orders/directives and additional drawings issued subsequent to the commencement of Construction.
- 2) Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of change or deviation from the approved construction documents, list of principal visitors, daily activities, decisions and observations, in general and specific observations in more detail as in the case of observing test procedures. Send copies to the District.
- 3) Record names, addresses and telephone numbers of all Contractor's subcontractors and major suppliers of equipment and material.

*j. Reports*

- 1) Furnish the District with written **daily** reports at least once every two weeks (or other intervals as mutually agreed upon in writing by all parties) documenting progress of the Work and of Contractor's compliance with the approved construction documents.
- 2) Consult with the District in advance of scheduled major tests, inspections or start of important phases of the Work.

*k. Guarantees, Certificates, Maintenance and Operations Manuals*

- 1) During the course of the Work, verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and deliver these data to Development Engineer for his review and forwarding to The District prior to conditional acceptance of the Project.

*l. Project Close Out*

- 1) Conduct final inspection in the company of the District, the Contractor and the Owner/Developer and prepare a final list of items to be corrected.
- 2) Before the District issues a Conditional Acceptance Certificate, submit to Contractor and District a list of observed items requiring correction.
- 3) Verify that all items on final list have been corrected, prepare and submit to the District a final construction report as outlined in (4) below and make recommendation to the District concerning Conditional Acceptance. The District may not issue conditional acceptance of the water and sewer systems until all project close out requirements have been fulfilled.

- 4) Submit bound copies of the final construction report sealed by the Development Engineer which contains a statement from the Development Engineer that all water and sewer infrastructure has been installed in accordance with the approved construction documents and includes the following project records:
- a) A copy of the final plat and any amendments as recorded with the El Paso County Colorado Clerk and Records Office.
  - b) Copies of all written daily construction progress and field reports, work directives, changes, etc.
  - c) Copies of all third party testing reports and tests observed by the Development Engineer or his/her agents
  - d) Dated and labeled copies of photographs in enough quantity to accurately illustrate the condition of construction and the state of the project throughout the project life.
  - e) All operating and maintenance manuals and items necessary for system operation.
  - f) A stamped hardcopy and a digital copy (AutoCAD format on CD) of “as built” drawings. The approved construction drawings shall be modified to reflect any field changes made during the installation of the water and sewer infrastructure. As built drawings shall have printed on the cover sheet “Conformed to Construction Records” to indicate their as built status. All modifications from the original design shall be highlighted (i.e. revision clouds, bold type, etc.) in such a manner as to accurately show any changes and include any necessary details, cross sections, enlarged views, etc. required to accurately illustrate such changes. As built drawings and as built field survey shown in item g below, shall correlate and be consistent with each other.
  - g) A stamped hardcopy (by a Colorado PLS) and a digital copy (AutoCAD format on CD) of water and sewer “as built” drawing and survey data obtained by field survey after construction completion showing:
    - (1) Actual rim and invert elevations of each manhole installed as part of the subdivision.
    - (2) Actual horizontal location of each manhole.
    - (3) Actual horizontal location of each sewer service line clean out installed.
    - (4) Actual horizontal location of each water valve box and curb stop box installed.
    - (5) Show water and sewer main lines and service from item f above and Insert line and curve tables for all reaches of sanitary sewer main lines and water main lines
    - (6) Insert coordinate listing tables for all horizontal and vertical data of required items to be tied in.
    - (7) Actual location of each curb stop box and sewer service line clean out relative to at least two properly monumented property

lot pins (preferably the front pins). Show dimension lines, dimensions, the properly monumented pins, lot numbers, unit numbers, water and sewer descriptors (i.e. water curb stop, sewer service line stub or clean out, etc.), subdivision boundaries and individual lot boundaries.

- (8) All horizontal survey shall utilize and be submitted to the District in State Plane Coordinates (NAD 83). All vertical elevations shall utilize NAVD – 88 vertical datum.
- h) Video sanitary sewer survey on each reach of sewer line installed (reference STANDARDS AND SPECIFICATIONS for procedures and minimum video requirements)
- i) Documentation of any applicable warranties or guarantees.

### 3. Limitations of Authority

- a. Nothing contained herein shall be construed as constituting any relationship with the District other than that of an independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and the Development Engineer's employees, agents, consultants or designees. Neither the Development Engineer nor any of its employees, agents, consultants or designees are or shall be deemed employees or agents of the District. The Development Engineer is not, and shall not act as, the agent of the District. The employees who assist the Development Engineer in the performance of his or her duties shall, as Development Engineer's employees, be under the Development Engineer's exclusive direction and control.
- b. Except upon written instructions of the District, Development Engineer:
  - 1) Shall not authorize any deviation from the District's rules, regulations, or policies, or approve any substitute materials or equipment.
  - 2) Shall not advise on or issue directions relative to District policies, procedures, or standards regarding construction unless such is specifically provided in the approved construction documents.
  - 3) May authorize minor variations in the Work from the requirements of the approved construction documents which are compatible with the design concept of the completed Project as a functioning whole as indicated by the approved construction documents. These minor variations shall be accomplished by written field directive signed by the District, the Development Engineer, Owner/Developer and Contractor prior to the commencement of the work.

700.0            **Project Representation & Project Representatives**

1.    *District Representative*
  - a.    District Engineer, District Manager, and District Operations Manager or other designated individual will be the District's representative during the construction period.
  
2.    *The Owner/Developer Representative(s)*
  - a.    The Owner/Developer shall designate in writing a person or contact that will represent the Owner/Developer during construction. Furthermore, The Owner/Developer shall identify and designate a person or individual who will fulfill the role of Development Engineer during construction. The Owner/Developer shall acquire and pay for all costs and expenses required for the services of the Development Engineer and others as required to fulfill the obligations bestowed upon the Owner/Developer by these Construction Quality Control Standards and all other District Rules and Regulations.
  
3.    *Development Engineer and his/her Representative(s)*
  - a.    Development Engineer firm shall designate in writing a person or agent that will serve as the Development Engineer on site during construction.
  
4.    *Change of Representative(s)*
  - a.    In the event any designated representative of Owner/Developer, District, Development Engineer or Contractor changes, written notice from the party initiating the change in representation shall be given to all parties and shall designate a replacement representative.

800.0            **District Costs and Expenses**

The Owner/Developer shall pay all of the District's costs and expenses as provided in these construction quality control standards and until paid in full such costs and expenses shall constitute a perpetual lien against the Owner/Developer's real property within the subdivision.

**APPENDIX J**  
Supplemental Water Service Policy



**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
WOODMOOR WATER AND SANITATION DISTRICT NO. 1**

**Repealing Excess Water Service Policy and Establishing A Supplemental Water Service Policy**

WHEREAS, Woodmoor Water and Sanitation District No. 1 (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado formed pursuant to Title 32, C.R.S.; and

WHEREAS, because the District's water supply is substantially dependent upon non-renewable and finite resources, though the District has been and continues to supplement this supply by developing renewable resources, it is the District's policy that waste will not be tolerated and that water will be conserved and water consumption managed to insure that the District's water resources will not be unnecessarily depleted; and

WHEREAS, pursuant to Section 5-7 of the Woodmoor Water & Sanitation District Rules and Regulations (the "Regulations"), the District's Board of Directors may allocate and authorize taps for service within its service area on any reasonable basis determined by the Board; and

WHEREAS, El Paso County land use regulations permit a maximum annual water usage equal to 1/3 of one percent of Denver Basin resources; that is, a theoretical 300 year aquifer life and the State of Colorado Department of Water Resources regulations permit a maximum annual water usage equal to one (1) percent of Denver Basin resources; that is, a theoretical 100 year aquifer life; and

WHEREAS, consistent with Colorado State and El Paso County regulations and the District's goals for conserving the District's water resource and the Denver Basin Aquifers and for the purposes of long term planning for the needs of the District residents and future residents, the District allocates one-half (1/2) acre foot of water per acre per year; and

WHEREAS, from time to time, owners have requested and the District has for adequate consideration agreed to allocate part of the District's water resources to permit service to new development in an amount over and above the one-half (1/2) acre foot of water per acre per year to certain lands within the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix and from time to time to increase or decrease fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS pursuant to Section 7-1-1 of the Regulations, the District's rates, tolls and charges are for the purpose of providing for the payment of all costs of operating, maintaining, repairing, replacing, and expanding the District system; and

WHEREAS, pursuant to Section 7-1-1 of the Regulations, all rates, tolls and charges are determined by the Board as it deems necessary and may be changed at any time; and

WHEREAS, the Board desires that payments collected by the District from charges to an owner for allocation of water resources to the owner's land in excess of one-half ( $\frac{1}{2}$ ) acre foot of water per acre per year be used for the continuing development of renewable water resources and related facilities; and

WHEREAS, the Board adopted Resolution 04-03 and thereby established an Excess Water Policy and established an account for the continued development of renewable water resources and facilities necessary therefor; and

WHEREAS, the District has determined that the "Excess Water Policy" referred to in Resolution 04-03 would be better described and referred to as "Supplemental Water Service Policy."

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1 AS FOLLOWS:**

1. **Assumptions.** For purposes of establishing a policy regarding allocating service of Supplemental Water, as defined below, the Board accepts the following assumptions:

a. The District's current boundaries contain 3721 acres of which 347 acres are currently undeveloped. The estimated annual water resource beneath the 3721 acres is 6470 acre feet/per year.

b. The current estimate of the total water projected for current District build-out is 3344 acre feet per year based on the one-half ( $\frac{1}{2}$ ) acre foot per acre per year policy and existing commitments.

c. The El Paso County 300 year policy together with the Colorado Department of Water Resources 100 year policy will allow annual withdrawals of 6470 acre feet per year; available supplemental water of 3126 acre feet per year, above the projections (the "Supplemental Water").

d. The allocation of the Supplemental Water to current undeveloped lands within the current District boundaries is set at one (1.0) acre foot per acre per year.

2. **Supplemental Water Base Rate.** There is hereby established a rate to be charged for the Supplemental Water (the “Supplemental Water Base Rate”) of \$20,000 per acre foot (Twenty Thousand Dollars/af).

3. **Resource and Facilities Surcharge.** The District shall charge a Resource and Facilities Surcharge for each acre foot of supplemental water service in an amount determined by the District. The District shall base the determination on the additional resources and facilities required to serve the supplemental water and/or the diminishment of existing resources and facilities capacities. The amount of the Resource Facilities Surcharge will vary depending upon the costs attributable to service location, quantity, pipe sizes, pumping capacity, and such other factors as determined applicable by the District in its sole discretion.

4. **Periodic Review.** Periodically, the District Manager shall review, and if necessary, revise the assumptions contained in Section 1 of this Resolution and complete Table A, attached hereto, to reflect any changes as of the date of such review, and if warranted, recalculate the allocation of the Supplemental Water contained in Section 1(d) and submit the same to the Board. At a subsequent meeting, and at such other times as appropriate, the Board shall consider whether to accept the revised assumptions and the District Manager’s recalculated allocation of the Supplemental Water and whether to change the Supplemental Water Base Rate. Any such change in the calculation of the allocation of Supplemental Water and the Supplemental Water Base Rate shall be effective as of the day the Board approves such changes, unless the Board provides otherwise.

5. **Tier 1 – Standard One-Half (½) acre foot per acre.** The District intends for there to be available one-half (½) acre foot per acre for every acre of undeveloped real property within the District. The owner of undeveloped real property may assume availability of one-half (½) acre foot per acre for each acre of his/her property, subject to the Board, in its sole discretion, providing otherwise.

6. **Tier 2 – Allocation of Supplemental Water/WWSD Standard Demand Basis.** The owner of undeveloped real property within the boundaries of the District may request his/her allocation of service from Supplemental Water (determined by applying assumptions contained in Paragraph 1 of this Resolution) by submitting such request to the Board. The Board may grant the request, subject to such terms and conditions as the Board shall determine necessary and provided that the owner calculates his/her projected water demand based on the then current Woodmoor Water & Sanitation District Standard Demand Table (the “WWSD Standard”) and the Board concurs with the calculation. Nothing herein is intended to be, nor shall it be construed as a limitation on the ability of the owner of undeveloped property to seek to conserve water by installing water saving equipment and implementing conservation measures.

7. **Tier 2 - Allocation of Supplemental Water/Other Basis.** The owner of undeveloped real property within the boundaries of the District may request his/her allocation of service from Supplemental Water utilizing a projected demand methodology other than the WWSD Standard by submitting such request to the Board. The Board may:

a. Reject the request if, in the Board's sole determination, the District's reserves of water are not sufficient to support the request, given the circumstances then existing, or even if sufficient, there is no adequate mechanism for protecting the District's financial resources; or

b. Grant the request provided that:

i. *Demand*. The owner bases his/her water demand on a methodology, which in the District's sole determination is reasonable; and

ii. *Charge*.

1) The owner enter into a supplemental water agreement that: (a) sets forth the charge for the Supplemental Water (Supplemental Water Base Rate) and the amount of the Resource Facilities Surcharge; (b) provides that by January 31 of every year following the effective date of the supplemental water agreement, owner pay the District, in one lump sum, the amount of actual water used in excess of the projected demand at a rate equal to the Supplemental Water Base Rate multiplied by 1.65 and that the District shall have a lien against all of the property for the amount of such lump sum payment, if any is due; (c) sets forth, as the remedy for failure to pay in full by January 31st, water service shut off to the entire permitted premises or such other remedies as the District may have, including without limitation, certifying the amount to the county assessor for collection; (d) requires the creation of a covenant setting forth the payback provisions of (b) and remedy provisions of (c) of this subsection 6 (b)(ii) burdening owner's real property and binding on owner's heirs and successors; (e) provides that in the event the use of the property for which owner's request for Supplemental Water is based changes or is enlarged, the Board may, in its sole discretion, amend the supplemental water agreement to increase the allocation of Supplemental Water and impose such conditions as the District in its sole discretion deems appropriate and that owner, or his or her heirs or assigns shall notify the District ninety (90) calendar days prior to such change in or enlargement of use; (f) provides that use and availability of Supplemental Water will be subject to all then existing rules, regulations, resolutions and policies; and (g) such other terms as the District may require.

8. **Tier 3 – Additional Supplemental Water - WWSD Standard Demand or Other Basis**. The owner of undeveloped property within the boundaries of the District use may request service over and above his/her allocation of Supplemental Water Service (hereinafter called "Tier 3 Supplemental Water") by submitting such request to the Board. The Board may:

a. Reject the request if, in the Board's sole determination, the District's reserves of water are not sufficient to support the request, given the circumstances then existing, or even if sufficient, there is no adequate mechanism for protecting the District's financial resources; or

b. Grant the request provided that:

i. *Demand.* The owner calculates his/her projected water demand based on: the WWSD Standard and the Board concurs with that calculation; or on another methodology, which in the District's sole determination is reasonable; and

ii. *Charge.*

1) If the owner's request is based on the WWSD Standard, the owner enter into an excess water agreement with the District which shall set forth the charge for the Tier 3 Supplemental Water (the Supplemental Water Base Rate multiplied by 1.50) and such other terms as the District shall require; or

2) If the owner's request is based on another methodology, which is satisfactory to the District, the owner enter into a supplemental water agreement that: (a) sets forth the charge for the Tier 3 Supplemental Water (Supplemental Water Base Rate multiplied by 1.50); (b) provides that by January 31st of every year following the effective date of the supplemental water agreement, owner pay the District, in one lump sum, the amount of actual water used in excess of the projected demand at a rate equal to the Supplemental Water Base Rate multiplied by 1.65 and that the District shall have a lien against all of the property for the amount of such lump sum payment, if any is due; (c) sets forth, as the remedy for failure to pay in full by January 31<sup>st</sup>, water service shut off to the entire permitted premises or such other remedies as the District may have, including without limitation, certifying the amount to the county assessor for collection; (d) requires the creation of a covenant setting forth the payback provisions of (b) and remedy provisions of (c) of this subsection 8 (b)(ii)(2) burdening owner's real property and binding on owner's heirs and successors; (e) provides that in the event the use of the property for which owner's request for Tier 3 Supplemental Water is based changes or is enlarged, the Board may, in its sole discretion, amend the agreement to increase the allocation of Tier 3 Supplemental Water and impose such conditions as the District in its sole discretion deems appropriate and that owner, or his or her heirs or assigns shall notify the District ninety (90) calendar days prior to such change in or enlargement of use; (f) provides that use and availability of Tier 3 Supplemental Water will be subject to all then existing rules, regulations, resolutions and policies; and (g) such other terms as the District may require.

9. **Factors for Board's Consideration.** In considering all requests for all supplemental water service, the Board may, but is not limited to considering the following factors:

Current resource and planned resource availability;

Current delivery capacity;

Adjudicated water and water rights;

Timing and availability of new water resources;

Offsite facilities required for service – pipelines, booster pumps, storage facilities and the like;

Use patterns; and  
Other.

10. **No Speculation Allowed.** Any person who purchases Supplemental Water service shall, within 365 days of the District's tender of a supplemental water agreement to the owner, have : a) completed the physical tap onto the District's main water line necessary to utilize the Supplemental Water service and have passed all required inspections and paid all District charges; or b) where the District permits, in its sole discretion, obtained the District's conditional acceptance of utilities installation in accordance with all District rules, regulations and policies and all applicable laws. **[I'm assuming that the District's preference is that actual tapping occur; thus I've moved it to first position]** The District shall charge the owner who fails to have obtained conditional approval or completed such tap and the owner shall pay to the District the difference between the previous year's purchase price of the Supplemental Water and the then current purchase price of the initial transaction(s). The purchaser shall be responsible for paying such fee within 10 days after the District provides written notice ("Notice") to the purchaser and thereafter annually, by either July 31 (if the Notice was provided after January 1 but prior to July 20) or January 10 (if the Notice was provided after July 20 but before December 31). The purchaser's obligation to make said annual payment shall terminate only upon the purchaser having: x) completed the physical tap onto the District's main water line necessary to utilize the Supplemental Water service; or y) where the District permits, in its sole discretion, obtained the District's conditional acceptance of utilities installed in accordance with all District rules, regulations and policies and all applicable laws. Regardless of when purchaser obtains the District's conditional acceptance of utilities or completes a physical tap necessary to utilize the Supplemental Water service, purchaser is not entitled to receive a rebate on any portion of the annual payment(s) due under this paragraph 10.

11. **Necessary Information from Applicant for Supplemental Water Service.** The District Manager is hereby authorized to develop the requirements to be satisfied by any applicant for service from Supplemental Water. All persons applying for service from Supplemental Water shall comply with the District Manager's requirements.

12. **Supplemental Water Agreements.** The District will develop all agreements and pay the costs associated with preparing the same provided the Board has authorized the sale of supplemental water service. The District will deliver such agreement to the owner for the owner's review. If the owner requests any changes to the agreement of any kind, the District will consider such changes. However, the owner shall pay all costs associated with any modifications, alterations, changes or revisions to the agreement. Similarly, any party to any excess water agreement or supplemental water agreement shall pay all costs associated with any modifications, alterations, changes or revisions to the agreement requested to be made by that party.

13. **Re-Development of Property and Inclusions.** Requests from any owner of already developed property within the District, (any property other than vacant property), or any person intending on petitioning for inclusion of property, in either case regardless of how the property is zoned, may be considered on a case by case basis by the District.

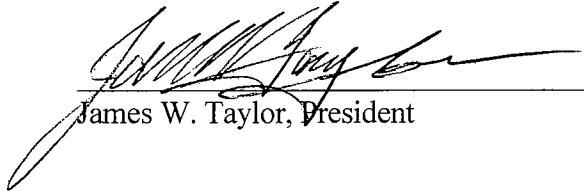
14. **WWSD Standard.** There is hereby established a Woodmoor Water & Sanitation District Standard Demand Table, which is attached hereto as Table B. The District Manager is hereby authorized to update and change the Woodmoor Water & Sanitation District Standard Demand Table from time to time as the District Manager deems it necessary.

15. **Water Resource Account.** There is hereby established a water resource account. The monies from such account may be used for the continuing development of renewable water resources and related facilities, as the Board determines in its sole discretion. All charges, surcharges and penalties as described in this Resolution, collected by the District for Supplemental Water, may be deposited into said account, unless otherwise directed by the Board. Such account shall not be considered a fund within the meaning of the Local Government Budget Law of Colorado.

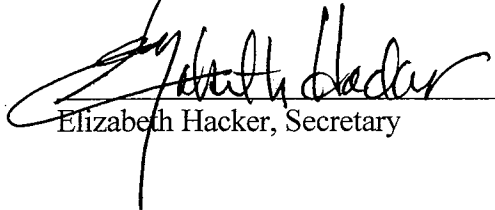
16. Notwithstanding any contrary provision, nothing herein is intended to nor shall it be construed as a grant of any water right (decreed or undecreed) owned by the District.

**[Remainder of page left blank intentionally.]**

**DONE AND ADOPTED** as of the 11th day of January 2007, by the Board of Directors of Woodmoor Water and Sanitation District No. 1.

  
James W. Taylor, President

**ATTEST:**

  
Elizabeth Hacker, Secretary



## Table A

Pursuant to Resolution 06-11, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the District Manager submits the following assumptions and recommendations to the Board of Directors for the Board's acceptance:

a. The District's current boundaries contain \_\_\_\_\_ acres of which \_\_\_\_\_ acres are currently undeveloped. The estimated annual water resource beneath the \_\_\_\_\_ acres is \_\_\_\_\_ acre feet/per year.

b. The current estimate of the total water projected for current District build-out is \_\_\_\_\_ acre feet per year based on the one-half ( $\frac{1}{2}$ ) acre foot per acre per year policy and existing commitments.

c. The El Paso County 300 year policy together with the Colorado Department of Water Resources 100 year policy will allow annual withdrawals of \_\_\_\_\_ acre feet per year; available supplemental water of \_\_\_\_\_ acre feet per year, above the projections (the "Supplemental Water").

d. The allocation of the Supplemental Water to current undeveloped lands within the current District boundaries is set at \_\_\_\_\_ acre foot per acre per year.

Supplemental Water Base Rate \$20,000/af.

**Table B**  
**Woodmoor Water and Sanitation District**  
**Standard Demand Table**

Type of Establishment	Usage(gpd) Per Unit of Measurement	Unit of Measurement
Banks	0.13	Square Foot
Barber Shops	0.19	Square Foot
Bathhouses for swimming pools	10.2	Per Swimmer
Beauty Salons	0.41	Square Foot
Bowling Alleys	0.08	Square Foot
Car Dealerships	0.07	Square Foot
Car Washes	3.81	Square Foot
Car Washes-Self-Service	0.693	Square Foot
Child Day-Care School	13	Per Student
Churches	1	Per Building
Churches with Day-Care Schools	2	Use
Dental Offices	0.48	Square Foot
Department Stores with and without Food Service	0.04	Square Foot
Drug Stores	0.09	Square Foot
Dry Cleaning Pick-Up and Drop-Off	0.01	Square Foot
Dry Cleaning On-Site	0.38	Square Foot
Dry Cleaning and Laundry On-Site	0.45	Square Foot
Dry Cleaning, Laundry and Coin-Wash	1.28	Square Foot
Dry Goods Stores (Clothing)	0.06	Square Foot
Fire and Rescue Services	0.19	Square Foot
Funeral Homes	0.05	Square Foot
Furniture Stores	0.02	Square Foot
Gasoline Service Stations	816	Per Station
Hospitals	0.37	Square Foot
Indoor Tennis Courts	153	Per Court
Kennels and Animal Hospitals	0.15	Square Foot
Laundromats	2.9	Square Foot
Luxury Campsites	114	Per Campsite
Manufacturing-Public Water not used in Processing	20	Per Employee
Medical Office Buildings	0.3	Square Foot
Medical Practitioners Metered Separately	0.19	Square Foot
Motels with Restaurant	168	Unit
Motels without Restaurant	117	Unit
Multi-Family Dwelling (Patio homes,	240	Per Dwelling

Apartments, Condos)		
Newspaper Offices	16	Per Employee
Nursery and Garden Centers	2	Site
Nursing Homes	0.35	Square Foot
Office Buildings with Cafeteria	0.2	Square Foot
Office Buildings without Cafeteria	0.09	Square Foot
Restaurants	0.59	Square Foot
Retail Stores (small, quick-service, convenience)	0.21	Square Foot
Retirement Homes	0.18	Square Foot
Schools-Elementary (186 days)	5.5	Per Student
Schools-Junior High (186 days)	9.5	Per Student
Schools-Public High (186 days)	6.5	Per Student
Schools-Private (186 days)	20	Per Student
Single-Family Dwellings	320	Per Dwelling
Supermarkets	0.12	Square Foot
Swimming Pools (bathhouse separate)	21.3	Per Swimmer
Theaters-Drive-in	2.52	Per Car Space
Theaters-Walk-in	0.9	Per Seat
Warehouses	0.01	Square Foot