

WATER AND SEWER SERVICE RULES AND REGULATIONS



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ARTICLE 1

GENERAL

1.1 Purpose

The purpose of these consolidated Rules and Regulations is to ensure an orderly and uniform administration of water and sewer operations in the Catamount Metropolitan District of Routt County, Colorado (the “District”). These administrative responsibilities are performed by a single organization of management, administrative and operations personnel who implement the policy and guidance of the Board of Directors of the District.

1.2 Authority

The District is a quasi-municipal corporation and political subdivision of the State of Colorado, and is empowered by Colorado law to plan, operate and maintain Water Systems and Sewer Systems for Customers (capitalized terms as defined below) both within and without the District.

1.3 Policy

The Board of Directors of the District hereby declares that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to promote the health, safety, prosperity, security and general welfare of the inhabitants of the District.

All Customers of District services described herein are bound by these Rules and Regulations, as a matter of contract for which there is good and valuable consideration.

1.4 Scope

These Rules and Regulations shall be effective when approved by the Board of Directors of the District, and supersede all prior publications of specific water or sewer service rules, regulations and fees of the District.

1.5 Intent of Rules and Regulations

These Rules and Regulations shall be liberally construed to effect the general purpose set forth herein, and each and every part is separate and distinct from all other parts. No omission or additional material in these Rules and Regulations shall be construed as an alteration, waiver, deviation, limitation, or restriction from any grant of power, duty, or responsibility imposed or conferred upon the Board of Directors by virtue of statutes now Existing. Nothing contained herein shall be construed as prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

1.6 **Conflict**

In the event conflict exists between any portion of these Rules and Regulations and any other official document of the District or homeowner's association legally involved with the District, these Rules and Regulations shall be deemed controlling and dispositive.

1.7 **Amendment**

The District through the Board of Directors shall retain the power to amend these Rules and Regulations, with respect to the District, to reflect those changes determined to be necessary by the Board of Directors of the District. Prior public notice of these amendments shall not be required by the District when exercising its amendment powers pursuant to this Section.

1.8 **Waiver, Suspension or Modification of Rules**

The Board of Directors or District Manager acting on instructions of the Board shall have the sole authority to waive, suspend, or modify these Rules and Regulations. Any such waiver, suspension or modification must be in writing authorizing the specific action. Such waiver, suspension or modification is an exception to the Rules and Regulations for the specific instance and shall not be construed as continuing for future instances. Waivers, suspensions, or modifications are not deemed an amendment of the Rules and Regulations.

1.9 **Inclusion in Contract**

These Rules and Regulations are automatically incorporated into every contract, written or oral, for service with the District whether expressly referenced or not, and all those contracting with the District are charged with notice of the content of these Rules and regulations.

1.10 **Rights and Authority**

The District reserves the right to temporarily discontinue service to any Customer (as defined below) at any time, for any reason deemed necessary or appropriate. The District shall have the right to revoke service to any Customer for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

1.11 **Authority to Inspect**

An Inspector (as defined below), upon presentation of a work order and identification, shall be permitted to enter upon all properties at all reasonable times for the purpose of Inspection, observation, measurement, sampling, testing, and inspection of records of the Water System and Sewer System, in accordance with the provisions of these Rules and Regulations. Failure to permit such inspections, observations, measurements, samplings, testing, and/or inspection of records upon the request, in writing, of the District Manager may result in a finding that such failure is a violation of these Rules

And Regulations. Such finding may result in the disconnection of service to the property occupied by the party failing to permit the desired access, subject to the hearing and appeal procedures set forth in Article 8, *Hearing and Appeal Procedures*.

1.12 **Violators Penalized**

Any person violating any of the provisions of these Rules and Regulations shall become liable to the District for payment of a penalty, as detailed in Appendix A, *Schedule of Fees and Charges*. If any person causes damage to the District system by misuse, negligence, or any other action on his/her part, the District shall hold that person liable for the cost of repair including any study, investigation, or consultant fees incurred. Such costs shall be assessed as a fee of the District, and shall constitute a perpetual lien upon the violator's property as allowed by Section 32-1-1001, C.R.S., as amended, or a perpetual lien upon the property to which the District was providing services at the time of the violation, whichever the Board deems appropriate.

ARTICLE 2 DEFINITIONS

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

2.1 **Applicant**

"Applicant" is any person who applies to or requests from the District a service connection, service disconnection, main line extension, or other such service agreement

2.2 **Board**

"Board" and "Board of Directors" are the elected or appointed Board of Directors of the District who provide policy and management oversight of the Water System and Sewer System (as defined below).

2.3 **Catamount Design Guidelines**

"Catamount Design Guidelines" refers to the regulations applicable to construction of single-family homes within the Catamount Metropolitan District, as published and managed by the Catamount Residential Owners' Association Design Review Board.

2.4 **Catamount Ranch**

"Catamount Ranch" is the land legally described as "Catamount Ranch Parcels" in Exhibit A of the Joint Amended Service Plan for the District.

2.5 **Commercial Unit**

“Commercial Unit” is any structure or facility that is used to engage in a business, commerce, marketing, and/or sale of products or services of any kind.

2.6 **Common Area**

“Common Area” means all the real property and improvements thereon, if any, in which any entity other than the District owns or has a real property interest in, for the common use and enjoyment of persons at Catamount Ranch or Lake Catamount. Entities referred to herein include the Catamount Residential Owners’ Association, the Cabins at Lake Catamount Association and the Catamount Ranch and Club.

2.7 **Common Space**

“Common Space,” as it applies to multi-unit facilities, includes areas which have insignificant water consumption and are accessible and available to all residents and guests of Commercial Units or Residential Units; including but not limited to: hallways, lobbies, atriums, stairways, dining areas, lounge areas, and recreation rooms. Areas which would otherwise be common space except they contain an ongoing use of water shall not be classified as Common Space for the purpose of these Rules and Regulations, e.g., lobby containing a bar, recreation room with a bar, etc. These excepted common spaces shall be accommodated by an adjustment to the total Single Family Equivalent (as defined below) of the facility.

2.8 **Connection**

2.8.1 **Water**

A water connection is a pipe that allows a continuous flow out of a District Water Main (as defined below), into a structure, and through a meter assembly.

Connection for a water service line has not occurred if an “air gap” exists within the service line between the District’s Water Main and the structure or between the meter assembly, and the internal plumbing of the structure.

2.8.2 **Sewer**

A sewer connection is a pipe that allows a continuous flow out of wastewater from a structure into a District Sewer Main (as defined below).

Connection for a sewer service line has not occurred if a connection of the water service line has not occurred or if an “air gap” exists within the sewer service line between the District’s Sewer Main and the footer and/or foundation of the structure.

2.9 Contractor

“Contractor” is any person, firm, or corporation licensed or permitted to perform work and to furnish materials within the District. The Contractor will need to obtain a permit required by Routt County for work conducted in a public way.

2.10 Customer

“Customer” is any person or entity connected to and/or receiving services from the District’s Water System or Sewer System (as defined below). The word “Customer” effectively encompasses owner, renter, Contractor, sub-Contractor, developer, etc. These Rules and Regulations apply to the connection to and use of the District’s Systems, whether or not such connection or use was originally authorized by the District.

2.11 District

“District” is the Catamount Metropolitan District.

2.12 District Engineer

“District Engineer” is a person or firm that has been authorized by the District to perform engineering services for the District.

2.13 Efficiency or Studio Unit

“Efficiency” or “Studio Unit” is a Residential Unit having one room with integral cooking facilities (including, but not limited to refrigeration capability, hot plate, electrical frying pan, toaster oven, crock pot, counter top burners, stove or microwave, and washing facilities) and one bathroom.

2.14 Fees

“Fees” means all charges of the District allowed by law whether or not described herein. All Fees shall be, until paid, perpetual liens upon the property serviced, or with respect to which the fee has been assessed, as set forth in C.R.S. 32-1-1001.

2.15 Inspector

“Inspector” is a person or persons who, under the direction of the District Manager (as defined below), shall inspect water and sewer connections, Water Lines and Sewer Lines and appurtenances, service line joints and bedding, installations of and repairs to Water Meters, and construction of and repairs to the Water System or Sewer System (as defined below) and facilities of the District to ensure compliance with the Rules and Regulations and construction standards.

2.16 Kitchen Facility

A “Kitchen Facility” is a cooking area that includes a cook top having more than two burners and a conventional oven or range.

2.17 Lake Catamount

“Lake Catamount” is the land legally described as “Lake Catamount Parcel” in Exhibit A of the Joint Amended Service Plan for the District.

2.18 Out Building

“Out Building” is a structure, with or without a bathroom, but with a Kitchen Facility with private access to the outside and is not intended as a Commercial Unit or Residential Unit. Examples of an Out Building could be a horse barn or utility shed.

2.19 Owner

“Owner” means the owner of record, whether one or more persons or entities, of fee simple title to any Residential Unit (as defined below) or Commercial Unit, and includes the purchaser under a contract for deed covering such unit, but excludes those having such interest in a Residential Unit or Commercial Unit merely as security for the performance of an obligation, unless and until such person has acquired fee simple title to the Unit pursuant to foreclosure or other proceedings.

2.20 Permission to Connect

Permission to Connect is the written permission to connect to or enlarge the connection to the Water System or Sewer System of the District pursuant to the Rules and Regulations. The District Manager may grant permission.

2.21 Pollutant Discharge Regulations

“Pollutant Discharge Regulations” are additional regulations adopted as part of these Rules and Regulations pertaining specifically to limits on direct and indirect contributions of toxic or hazardous substances to the wastewater collection and treatment system of the District. Compliance by Customers is mandatory in accordance with applicable State and Federal laws.

2.22 District Manager

“District Manager” is the person retained by the Board of Directors to manage the daily operation, regular maintenance and capital improvements to the Water Systems and Sewer Systems (as defined below) of the District.

2.23 Residential Unit

“Residential Unit” is one or more contiguous, habitable rooms designed, arranged, occupied, or intended to be occupied by one or more individuals living together as a household or one family. A Residential Unit has facilities for living, sleeping or bathing, a Kitchen Facility, and is generally configured to provide an independent access. If areas within a building or house are designed or arranged with the capability for occupancy, independent of the rest of the household, that area is classified as a separate Residential Unit. Other features that also may indicate Residential Unit are private telephone line, separate cable TV, lease contract, and unrelated third-party occupancy. Examples of a Residential Unit are: single family homes, condominiums, townhouses, duplexes, multiplexes, apartments, Efficiencies, Studio Units, lock-offs, mobile homes, etc.

2.24 Rules and Regulations

“Rules and Regulations” are the formal rules and regulations of the District, which state the policy and procedures by which the Water System and Sewer System are operated. Rules and Regulations also include all amendments and policies as set forth in the District Board of Directors meeting minutes and resolutions.

2.25 Service Line

“Service Line” is any pipe, line, or conduit used or to be used (1) to provide water service from a Water Main or Stub Out (as defined below) to a building or (2) to provide sewer service from a building to a sewer interceptor, Stub Out, or collection line; whether the pipe, line or conduit is connected or not. A water Service Line is owned and maintained by the District from the tap on the District Water Main to the property line, edge of easement, or curb stop valve, whichever is closer to the Water Main. The water Service Line is owned by the Owner, and maintained by the Customer, from the curb stop valve into the building. A sewer Service Line is owned and maintained by the District from the wastewater treatment facility to the sewer interceptor for the property. The sewer Service Line is owned by the Owner, and maintained by the Customer, from the building to the District sewer interceptor or the Sewer Main (as defined below). Water and sewer Service Lines constructed by the Owner shall be in accordance with these Rules and Regulations.

2.26 Sewer Main

“Sewer Main” is any sewer main line or sewer interceptor used as a conduit for sewage in the District’s Sewer System and is owned and maintained by the District.

2.27 Sewer System

“Sewer System” is a network of sewer collection lines, sewer interceptors, Sewer Main lines, wastewater treatment facilities, appurtenances, accessories or portion thereof owned and maintained by the District. Sewer Service Lines or any portion therein,

leach fields and associated improvements are not considered part of the District's Sewer System.

2.28 Shall or May

Whenever "shall" is used herein, it shall be construed as a mandatory direction.

Whenever "may" is used herein, it shall be construed as a permissible, but not mandatory direction.

2.29 Single Family Equivalent

"Single Family Equivalent" (SFE) is a generic Residential Unit, the use of which is estimated to have an impact upon the Water System and/or Sewer System equal to that of the average single family (2.3 persons).

2.30 Stub Out

"Stub Out" is a connection device or line which is connected to the Water Main or Sewer Main and which is intended to facilitate the connection of a Service Line to the Water System or Sewer System, directly to the main line. A Stub Out extends only from the Water Main or Sewer Main to the property line.

2.31 Tap

"Tap" is the connection of the privately owned Service Line to the Water or Sewer System, either directly to a Stub Out or at the curb stop valve or the main line.

2.32 Tap Fee

"Tap Fee" is the payment to the District of a fee for the privilege of connecting a Service Line to the Water System or Sewer System.

2.33 Variance

A "variance" is the written authorization from the District or District staff to act in a manner not in strict compliance with District Rules and Regulations, specifications, or policies. A variance may be granted at the sole discretion of the District on the basis of undue hardship, or otherwise, not self-imposed.

2.34 Water Main

"Water Main" is any distribution line or transmission line used as a conduit for water in the District's Water System and is owned and maintained by the District.

2.35 Water Meter

"Water Meter" is defined as all components between the amended or flanged ends of the meter body. Gaskets and fittings are not considered part of a Water Meter.

2.36 **Water System**

“Water System” is any network of Water Main lines, wells, water treatment facilities, appurtenances, accessories, or portion thereof owned and maintained by the District.

2.37 **Any Other Term**

Any other term not herein defined shall be as defined by the American Water Works Association (AWWA) and Wastewater Pollution Control Federation (WPCF). The use of singular may also refer to plural. The use of the masculine gender includes the feminine or neuter gender.

ARTICLE 3

LIABILITY AND OWNERSHIP

3.1 Liability of District

The District shall not be liable or responsible for inadequate treatment or interruption of service brought about by circumstances beyond its control.

3.2 Condition Not Actionable

No claim for damage shall be allowed against the District by reason of the following conditions: blockage in the system causing the backup of water, sewage or drainage; damage caused by smoking of lines to determine connections to District lines; breakage of Water Main or Sewer Main lines; interruption of water or sewer service and the conditions resulting therefrom; damage from the breaking of any service or collection line, pipe, cock, or Water Meter; failure of the water supply; shutting off or turning on water; installation of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst Service Lines or breakage of other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or from turning it on, or from inadequate, excessive or sporadic pressures; overflow or discharge from septic tanks; or from doing anything to the systems of the District deemed necessary by the Board of Directors or its agents.

3.3 Responsibility for Notification

The District has no responsibility to notify Customers of any occurrence of the foregoing conditions.

3.4 Prohibition of Deleterious Wastewater Discharges

The District has the authority to require all Customers (in District and out of District) to comply with the Pollutant Discharge Regulations (PDR), to require compliance with pretreatment standards, to require and enforce compliance schedules and to suspend service to any Customer in violation of the PDR.

3.5 Ownership of Facilities

All existing Water Main and Sewer Main lines and treatment works connected with and forming an integral part of the Water System or Sewer System are the property of the District, unless a contract with an Owner or Customer provides otherwise.

- 3.5.1 **Ownership of Water Facilities**
Ownership of water facilities between the District and Owner is as defined in Section 2.29. This principle of ownership shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain or otherwise affect the Customer's Service Line.
- 3.5.2 **Ownership of Sewer Facilities**
Ownership of sewer facilities between the District and Owner is as defined in Section 2.29. This principle of ownership shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain, or otherwise affect the Customer's Service Line.
- 3.5.3 **Ownership of Water Meter**
Each Water Meter shall become and is the property of the District. Ownership shall remain valid whether the Water Meter is installed, financed, paid for, repaired, or maintained by another person or whether the Water Meter is located on a privately owned and maintained Service Line.
- 3.5.4 **Ownership of Lift Stations**
A lift station associated with Customer Service Lines shall be the property of the Owner. A lift station associated with Main Lines shall be the property of the District.
- 3.5.5 **Ownership of Chlorination Facilities**
A chlorination facility associated with Customer Service Lines shall be the property of the District.
- 3.5.6 **Ownership of Wells**
All wells tapped to provide potable water to Customers are located on District property and, as such, shall be the property of the District.
- 3.5.7 **Existence of Easements**
An easement, whether recorded or not, and whether the Water Main or Sewer Main is actually within a recorded easement, is deemed to exist if a Customer is receiving and accepting service from a Service Line connected to a Water Main or Sewer Main. The District shall have access over said easement to effect repairs, maintenance and replacement.
- 3.5.8 **Ownership of Booster Pumps**
All in-house service pressure booster systems shall be the property of the Owner. The Owner is responsible for repair and maintenance of the pressure booster system after the installation by the District or its contractor.
All Booster Pumps within the District's Main Line shall be the property of the District.

3.6 **Conditions of Ownership**

The Customer's ownership of the Service Line shall not entitle the Customer to make unauthorized uses of the District's systems or to make alterations to the Service Line and the system once the Service Line has been connected to a District Water Main or Sewer Main. All uses or changes in use of the Service Line, any appurtenances thereto, or changes in use of the property served at any time after the initial connection to the District system shall be subject to these Rules and Regulations.

ARTICLE 4

OPERATION AND MAINTENANCE OF WATER AND SEWER SYSTEMS

4.1 **Responsibilities of District**

Except as otherwise provided by these Rules and Regulations, the District is responsible for the operation and maintenance of the Lake Catamount and Catamount Ranch Water Systems, and the Lake Catamount Sewer System servicing Catamount Ranch and Club facilities and The Cabins, in accordance with these Rules and Regulations.

4.2 **Use of Systems**

Taps and service connections are approved for specific uses as detailed in construction plans for structures submitted to the District. The District Manager may request an inspection for any reason in accordance with Section 1.11, *Authority to Inspect*.

4.2.1 **Notice of Changes**

The Customer shall notify the District prior to any expansion or addition to the service or any change in the use or expansion of the property served by the District and upon any change of Owner of said property. Any such change in use or expansion which, in the opinion of the District, will increase the burden placed on the District's system by the Customer shall require a redetermination of the Tap Fee and monthly service charge, and a payment by the Customer of any additional Tap Fee and monthly service charge resulting from the redetermination. See Section 4.2.4 below.

4.2.2 **Inspection Required**

Any Customer believed to have changed equipment, service or use of his property, in violation of this section, shall be notified in writing of such belief by the District, and shall have twenty (20) days from the date the notice is mailed to respond. Any response by the Customer must include permission for the District to inspect the property as it may deem necessary, to establish clearly the nature of equipment, service and use of the property. Failure to respond may result in the District discontinuing service to the property.

4.2.3 **Unauthorized Connection and Fees**

Neither Customer nor any other person shall be allowed to connect to the Water System or Sewer System or to enlarge or otherwise change equipment, service, or use of property without prior payment of Tap Fees, approval of a request for service, and adequate supervision and inspection of the Tap by an Inspector. Any such connection, enlargement, or change without payment, approval, supervision, and inspection shall be deemed an unauthorized connection.

Any violation of this section shall result in the assessment of an unauthorized connection fee. The District shall take those steps authorized by these Rules and Regulations and Colorado law regarding the collection of said fee.

Upon the discovery of any unauthorized connection, the then-current Tap Fee and accrued service charge, if any, shall become immediately due and payable, and the Customer shall automatically be assessed an additional unauthorized connection fee equal to the then-current Tap Fee per Single Family Equivalent, as liquidated damages toward the District's costs associated with such unauthorized connections. The District shall send written notice to the Owner benefited by such connection stating that an unauthorized connection has been made between the Owner's property and the District facilities. The Owner shall have twenty (20) days from the date the notice is mailed to pay the then-current Tap Fee and accrued service charges, if any, together with the unauthorized connection fee. If not paid within this period, the District shall proceed in accordance with the provisions of Section 4.2.5, *Revocation of Service*.

4.2.4 **Redetermination of Tap Fees**

Following inspection, the District shall make a determination as to the change in the Customer's equipment, service or use of the property in question, and shall redetermine any additional Tap Fees and service charges due.

When an expansion or change in use occurs that results in additional fees due, a credit for the existing use shall be given. Tap Fees based on the current rate for the specific use originally approved by the District shall be credited against the redetermined Tap Fee so that only the difference in the two fees shall be payable. However, if the District finds the redetermined Tap Fee, would be in an amount less than the Tap Fee originally paid, there shall be no fee refund to the Customer.

In the event the decision of the District is deemed unsatisfactory to the Customer, the Customer may present a complaint in accordance with Article 8, *Hearing and Appeal Procedures*, of these Rules and Regulations.

4.2.5 **Revocation of Service**

Service shall be revocable by the District upon non-payment of any Fees or charges owed the District. In the event of non-payment, the Customer shall be given not less than twenty (20) days advance notice in writing of the revocation. The notice shall set forth:

1. The reason for the revocation;
2. That the Customer has the right to contact the District to resolve the obligation;
3. The manner in which the District may be contacted; and
4. That there exists an opportunity for a hearing in accordance with Article 8, *Hearing and Appeal Procedures*, of these Rules and Regulations.

4.2.6 **Suspended Service**

When a building is moved or destroyed and/or the water and sewer services are suspended, the original Tap authorization shall remain, provided that a written request is made to, and approved by the District Manager prior to cessation of payment of service charges.

When a Service Line is abandoned permanently, the Owner shall valve the water supply off at the Water Main (corporation stop valve) and plug the sewer service connection at the Sewer Main. If the Owner is not responsive within a reasonable time period as determined by the District Manager, the District will valve the water supply and plug the sewer Service Line. The cost shall be charged to the Owner as a Fee of the District and shall upon assessment shall be a lien on the property served. Variances to this requirement will be considered on a case-by-case basis.

4.3 **Tampering with Systems**

4.3.1 **Unauthorized Use**

No person shall uncover, alter, disturb, make any connection with, make an opening into, or backfill prior to inspection the Water System or Sewer System without a written authorization from the District. Unauthorized uses of or tampering with the District's systems include, but are not limited to, change in Customer's equipment, service or use of property, as defined in Section 4.2, *Use of Systems*; an unauthorized turn-on or turn-off of water service or a Water Main; burying valve boxes; modifying any Water Meter; and discharging prohibited sewage.

4.3.2 **Malicious Damage to System**

No person shall maliciously, willfully, or negligently, break, damage, destroy, cover, uncover, deface, or tamper with any portion of the District's system.

4.3.3 **Violators Prosecuted**

Any person who shall violate the provisions of this Section 4.3, *Tampering with Systems*, shall be assessed a \$1,000 penalty for each violation, and shall be prosecuted to the full extent of Colorado law for tampering or malicious damage to District property.

4.4 Use of Water System

4.4.1 Customer Responsibility

Each Customer shall be responsible for all costs associated with the maintenance of the Customer's portion of the Service Line, at all times from the time initial temporary service is provided for construction water usage.

4.4.2 Temporary Water Usage for Construction

Prior to the installation and turn-on of permanent water service to a Residential Unit, temporary water connections may be made available on site when construction activity is taking place on a building site. At no time shall water be removed from a home on an adjacent property.

A Contractor or Owner shall notify the District when temporary water service is desired at a building site. Each Contractor shall sign an agreement with the District for service, specifying the type of connection the District will provide, the deposit for a temporary Water Meter, and the fee for water usage. Service options and provisions are specified in Appendix B, *Water and Sewer Service Line Construction Specifications*. Rates are specified in Appendix A.

The Contractor or Owner shall also notify the District when temporary water service is no longer needed. If the District determines that the connections to the District's Water System remain in full working order, the District shall disconnect the temporary Water Meter and refund the Water Meter deposit within thirty (30) days of the date of disconnection. If the connections and/or Water Meter are not in proper working order, the District may withhold the Water Meter deposit and charge the Contractor or Owner for damages, as it deems appropriate, subject to the relevant terms of these Rules and Regulations.

4.4.3 Turn-On/Turn-Off of Service; Fees

Only District personnel shall perform all routine turn-on and turn-off of water service at a curb stop, for both temporary and permanent service. During emergencies, a Customer shall be notified of the turn-off and the circumstances at the earliest time.

When initial temporary or permanent service is provided and when the turn-off/turn-on service is performed for a Customer requiring maintenance to his Service Line, a service fee will not be charged.

4.4.4 **Water Meters**

All connections to the District's Water System shall include a Water Meter. All Water Meters shall have devices for the remote reading. The type of Water Meter and location of the Water Meter shall be subject to the approval of the District and accessible for maintenance (see Appendix B, *Water and Sewer Service Line Construction Specifications*).

The Owner or Contractor shall install the initial Water Meter and the District shall have the right to test, remove, repair, or replace any and all Water Meters. Any Water Meter that is not installed in accordance with District specifications shall be immediately replaced upon notification by the District. The Owner shall be subject to a penalty for illegal tampering of the Water System.

Each Customer is responsible for notifying the District if his Water Meter is operating defectively. If any Water Meter is suspected to be defective, the District shall diligently pursue repair or replacement of said Water Meter at the Owner's expense. The cost for repair or replacement shall be added to the service charge bill.

The Customer shall be given notice, by first-class mail, that the District suspects the Water Meter is defective. The Customer shall have thirty (30) days to respond, which response shall include scheduling with the District an appointment for a Water Meter inspection and replacement.

If the Customer fails to respond, the Customer will be billed for water service at the unmetered rate, effective with the following billing cycle. (See Appendix A for unmetered rate). The Customer shall be given a second notice, by first-class mail and shall have thirty (30) days to respond, which response shall include scheduling an appointment for a Water Meter inspection and replacement. If the Customer fails to respond to the second notice, the District may disconnect the water service and charge the Customer the base water rate and unmetered sewer rate while the service is disconnected. Service will be restored only upon payment of all fees and repair of the Water Meter. (See Appendix A for base rate).

4.4.5 **Booster Pumps**

The elevation of water tanks at Catamount Ranch and Lake Catamount, in relation to the elevation of certain single-family home sites, may necessitate the installation of a booster pump as part of the water connection. A minimum residual pressure of 60 pounds per square inch was used by the District to determine possible need for booster pumps. Final location of the proposed structure within the building envelope shall be the determining factor for the need of a booster pump. The District shall provide a standard booster pump system to all Owners whom the District has identified would require such a pump. If the Owner requests an alternate system other than the District standard, the District will pay the Owner the cost of the District standard booster pump system and the booster pump system will then be the sole responsibility of the Owner.

4.4.6 **Pressure Reducing Valve**

A pressure reducing valve (PRV) shall be installed in all Service Lines upstream of every Water Meter, ensuring that the Water Meter and the building plumbing system, including any fire sprinkler system, are protected from fluctuating Water Main pressures with the exception of Service Lines requiring Booster Pump Systems, a (PRV) is not recommended. The pressure setting of the PRV shall not exceed 100 pounds per square inch (psi) without written permission from the District.

4.4.7 **Stop and Waste Type Valve**

No stop and waste type valve is permitted in conjunction with a Customer's permanent Service Line. When closed, this type of valve permits groundwater contamination of the Service Line.

4.4.8 **Burying of Water Line**

After completion of the initial permanent Water System connection, inspection and approval by the District, the Owner is responsible for burying the Service Line with sufficient cover to prevent freezing.

4.4.9 **Repair of Service Lines**

In the event of leaks or breaks, or general maintenance is required to the Service Line, the Owner of the portion of the Service Line item requiring repair shall effect repair as soon as possible. In the event the District is the owner of the item requiring repair, the District shall give notice by first-class mail to the affected Customer(s) that the water Service Line is defective and in need of repair and the date upon which such repair shall be made. The District shall determine the date of repair at its convenience. The District shall notify the affected Customer(s) by first-class mail that repair has been completed when repair has been completed.

In the event an Owner is the owner of the item requiring repair, the Owner shall institute repair or maintenance immediately. The Owner shall notify the District when water service to the property needs to be shut off. The Owner shall notify the District as soon as repair has been completed successfully and that the District should turn the water service back on.

If satisfactory progress toward repair of a Service Line by an Owner is not completed in a timely manner or the District determines that environmental or property damage is being caused, the District Manager shall shut off the water service until the Service Line has been repaired. In addition, the District shall have the right to make the repair, and the costs therefore shall be a Fee of the District, enforceable as provided for by C.R.S, 32-1-1001.

4.4.10 **Safety Devices**

Each Owner having boilers and/or other appliances which depend on pressure or water in pipes, or on a continual supply of water, shall provide, at his own expense, suitable safety devices to protect himself and his property against a stoppage of water supply or loss of pressure. The District expressly disclaims any liability or responsibility for any damage resulting from an Owner's failure to provide such appropriate protection.

4.4.11 **Fire Hydrants**

Fire hydrant operation and maintenance is the sole responsibility of the District. It is unlawful for any person to operate District valves or fire hydrants without prior written authorization by the District. Law enforcement officers, District personnel, or fire district personnel are authorized to confiscate any hydrant wrench or valve shut-off key found to be used without written District authorization. Any violation shall be considered "Unauthorized Use" and will be subject to all Fees therein.

Fire hydrant water shall not be used for drinking purposes at any time without permission of the District.

4.4.12 **Fire Hydrant Meters**

Fire hydrant meters are owned, operated and maintained by the District. Only District personnel are allowed to install and remove fire hydrant meters. Any person attempting to install or remove a fire hydrant meter, or causing damage, including vandalism or freezing, to fire hydrants or fire hydrant meters, shall be subject to penalty and/or legal action by the District.

4.4.13 **Clearances Around Hydrants**

No landscaping, retaining walls, or buildings on any private land may obstruct the access to fire hydrants. Minimum clearances must be maintained around fire hydrants to facilitate their use. Customers are responsible to maintain a seven (7) foot clearance on either side (where 2 ½ inch connectors are located), four (4) foot clearance (including landscaping, retaining walls) on back, ten (10) foot clearance in front (where steamer connection is located) and twenty-five (25) foot clearance above all fire hydrants. The breakaway collar must be six (6) inches above the finished grade.

4.5 **Water Use Restrictions**

The District is responsible for providing an adequate supply of water to Customers. The District recognizes that certain conditions may exist when water supply is temporarily limited. At the sole discretion of the Board, this Section 4.5, *Water Use Restrictions*, will go into effect for limited periods of time.

4.5.1 **Waste**

Water shall be used only for beneficial purposes and shall not be wasted. Any instance of flagrant runoff or waste will be considered a violation of this

Section and subject to the penalties provided for in Section 4.5.5. Water for irrigation of lawns and other outdoor uses shall be permitted pursuant to regulations of the District.

4.5.2 Usage Restrictions

If safety, flow, ground water, weather, operation, regulation or any other condition so limits the water supply of the District's Water System that unrestricted water use may endanger the adequacy of that supply, the Board of Directors, exercising its discretion in the protection of the public health, safety, and welfare, may by resolution adopt the following emergency water use restrictions and such additional regulations and restrictions as are reasonably calculated under all conditions to conserve and protect that supply and to insure a regular flow of water through the system. Emergency water use regulations and restrictions shall remain in force and effect until the Board determines that the conditions requiring their imposition no longer exist.

Subsequent to adoption by resolution of the Board and commencing June 1, and continuing through October 31, no water shall be used for lawn irrigation or other purposes outside any Residential Unit, Commercial Unit, Out Building, or other structure (hereinafter referred to as the "Building") except as follows:

1. Premises with even-numbered addresses may use irrigation water on said premises outside said buildings on Sundays, Tuesdays and Fridays.
2. Premises with odd-numbered addresses may use irrigation water on said premises outside said building on Mondays, Thursdays, and Saturdays.
3. Swimming pools will be limited to one filling unless draining for repairs is necessary.
4. No irrigation shall be permitted at any time by use of free running hose without nozzle or sprinkler.
5. Nothing herein shall prevent the imposition of a total ban on outside water use in the event the Board deems it appropriate, nor to further create an exception to meet a specific water supply condition.

4.5.3 Remedies for Unauthorized Use

Any unauthorized use of water shall be paid for at the same rate as if that use had been authorized together with the costs incurred by the District in discovering and collecting for the unauthorized use. Such payments shall not in any way affect the right of the District to disconnect or suspend water service to any Customer for unauthorized use, or to charge additional penalties, or to pursue such other remedies as may be authorized by law or approved by the Board of Directors of the District; nor shall it affect any criminal liability which may have attached by reason of such authorized use.

4.5.4 **Seals and Detection Devices**

The District may require that seals be attached to any water using system in or about a Customer's premises in order to detect any unauthorized use of water from that system. If necessary, the District may also require that mechanical devices be attached to any water using system in or upon a Customer's premises in order to detect any unauthorized use of water from such system. An Inspector may inspect such mechanical devices at any reasonable time.

4.5.5 **Violations**

The violation of any water use regulation or waste of water shall be considered to be grounds for the disconnection or suspension of water service to any Customer, premises, Building or water facility. The Customer using the premises, Building or facility shall be responsible for complying with the regulations and/or restrictions and violators of said regulations and/or restrictions will be subject to the following actions and penalties:

1. In the event of a first violation, the Customer will be advised in writing of said violation and informed that a monetary charge will be added to the water bill for subsequent violations.
2. In the event of a second violation at the same location, the Customer will be advised in writing of said violations and a \$250 Fee will be added to the water bill for said location.
3. In the event of a third or any subsequent violation at the same location, the Customer will be advised in writing of said violations and a \$500 Fee will be added to the water bill for said location.
4. Continuing waste of water or willful violation of any regulation and/or restriction is cause for disconnection or suspension of water service.

4.5.6 **Special Permits for Outdoor Use**

The District may issue special permits under the following conditions:

1. In the event usage restrictions as described in Section 4.5.2 are or are expected to go into effect within 30 days; and
2. A Customer submits a specific written plan to the District describing the area to be served, the method to be used to deliver an adequate amount of water, and the timing of usage.

Special permits will be considered for the following uses, under the following conditions:

- a. For watering newly-sodded lawns, newly planted trees and/or gardens, each day for a period not to exceed 14 consecutive days, and at a rate not to exceed one (1) inch per week.

- b. For watering newly seeded lawns or newly planted native grasses, each day for a period not to exceed 25 consecutive days, at a rate not to exceed one (1) inch per week.
- c. For Common Area gardens, and if water for such gardens is obtained from a nearby Residential Unit or Commercial Unit, additional watering days may be allocated to that particular unit for the watering of such garden.

The District shall charge a handling fee of \$50 for each permit issued. Violation of the terms of a permit will be cause for immediate revocation of the permit.

The District shall have authority to interpret, apply, and enforce the Board's Rules and Regulations for water use restrictions to prevent undue commercial or business hardship and may issue special use permits in furtherance of this authority.

4.6 Use of Sewer System

4.6.1 Customer Responsibility

Each Customer shall be responsible for all costs associated with the maintenance of the Service Line from the building to the sewer interceptor or Sewer Main.

4.6.2 Sewer Service Lines

Each Customer shall be responsible for the total cost of constructing and maintaining the entire length of the sewer Service Line serving his property and/or any related service facilities, including but not limited to, private lift stations.

4.6.3 Repair of Service Lines

In the event of leaks or breaks, or general maintenance is required to the Service Line, the Owner of the portion of the Service Line requiring repair shall effect repair as soon as possible. In the event the District is the owner of the item requiring repair, the District shall give notice by first-class mail to the affected Customer(s) that the water Service Line is defective and in need of repair and the date upon which such repair shall be made. The District shall determine the date of repair at its convenience. The District shall notify the affected Customer(s) by first-class mail that repair has been completed when repair has been completed.

In the event an Owner is the owner of the item requiring repair, the Owner shall institute repair or maintenance immediately. The Owner shall notify the District when water service to the property needs to be shut off. The Owner shall notify the District as soon as repair has been completed successfully and that the District should turn the water service back on.

If satisfactory progress toward repairing the sewer Service Line by an Owner has not been completed in a timely manner, or the District determines that environmental or property damage is being caused, the District Manager shall shut off the water service until the sewer Service Line has been repaired. In addition, the District shall have the right to effect the repair, and the costs therefore shall be a Fee of the District, enforceable as provided for by C.R.S, 32-1-1001.

4.6.4 Prohibited Discharges

No person shall discharge, or cause to be discharged, any storm water, surface water, groundwater, roof runoff, subsurface drainage, metal sludge, toxic matter, hazardous material, ignitable material, or unprocessed wastes to any sanitary sewer.

4.6.5 Pollutant Discharge Regulations

The District obtained National Pollution Discharge Elimination System (NPDES) discharge permits from the State of Colorado for waste flows to be discharged. In accordance with the NPDES permit, the District is required to and has developed the Pollutant Discharge Regulations (PDR). The PDR satisfies Federal regulations contained in 40 CFR, parts 403.8 and 403.9, and has been approved by the Environmental Protection Agency. All District Customers are required to comply with the pretreatment requirements pursuant to the PDR. In the enforcement of the PDR, the District shall have the right to require reports (baseline monitoring, self-monitoring, slug load, and compliance schedule progress reports) including but not limited to, the right to inspect and copy Customer records, the right to disconnect service, the right to seek injunctive relief, and the right to take any other action to halt immediately a hazardous discharge.

Notwithstanding the provisions of Section 1.8, *Waiver, Suspension, or Modification of Rules*, no waiver, suspension or modification is authorized of these Rules and Regulations or the PDR as it applies to Categorical Treatment Standards, for approved local limits for toxic pollutants, and to federally required general prohibitions.

4.6.6 Pretreatment Facilities

Where necessary, in accordance with the PDR, the Owner shall provide, at his expense, such pretreatment facilities may be necessary to treat special sewage prior to discharge to the Sewer Main. Plans, specifications, and any other pertinent information relating to any proposed pretreatment facilities shall be submitted for the approval of the District and the Colorado State Board of Health. Construction of such facilities shall not commence until approval is obtained in writing. The Owner shall maintain such facilities in satisfactory and effective operation, continuously, at his expense.

4.6.7 **Control Manhole**

When required by the District, the Owner of any property served by a Service Line carrying special sewage shall install and maintain, at his expense, a suitable control manhole in the Service Line to facilitate observation, sampling, and measurement of the wastes. A control manhole on the sewer Service Line for monitoring sewage will be required for all restaurants and bakeries. All measurements, tests, and analyses of the characteristics of special sewage waters and wastes shall be determined in accordance with the PDR and the *Standard Methods for the Examination of Water and Sewage*, latest edition, or by methods approved by the United States Environmental Protection Agency NPDES permit and the Colorado State Health Department. Measurements and tests shall be determined at the control manhole, or upon suitable samples taken at the control manhole. In the event that no special manhole has been required, the control manhole shall be the downstream manhole in the sewer interceptor that is nearest to the point at which the sewer Service Line is connected.

4.6.8 **Grease Traps**

A grease trap will be required for all restaurants and bakeries to their sewage having an adverse grease impact on the District's system. The grease trap shall be sized in accordance with the most recent Uniform Plumbing Code and installed by the Owner. Because of the characteristics of the effluent from the grease trap, special consideration should be given to the design of the outfall line in order to prevent freezing. Grease traps shall be maintained by the Customer on a regularly scheduled basis to ensure proper operation. The District has the authority to inspect grease traps and review and copy operating records to ensure that proper maintenance is being performed. Chemicals that have an adverse effect on the District Sewer System are prohibited from use for dissolving grease.

If at a later time the District determines that the sewage contains grease having an adverse effect on the Sewer System, the Owner will be required to install a larger grease trap within 90 days of official notification.

Failure to comply with the provisions of this section may result in the District performing the cleaning of the grease trap with all costs billed to the Owner and/or a lien filed on the property and may result in disconnection of water service.

4.7 **Sewage Discharge Responsibility of Owners**

Leach field sewage facilities developed by Owners of single family home sites within the District on any lot which is not connected to the sewer Service Line, shall be entirely subject to the laws, regulations and procedures of Routt County. Owners who develop leach field sewage facilities shall be responsible for all costs associated with the development and maintenance of these facilities.

If at any time the District detects any condition which would result in seepage, leakage or overflow of any sewage discharge intended to be captured in any Owner's leach field, onto any District or Catamount Development Inc. property, the District or its Board of Directors may notify Routt County to review the condition, and may take any action against any Owner that it deems necessary, including legal action, in the event of any discharge as described in this Section.

4.8 **Line Locations**

Upon request of a Customer, the District will attempt to locate and mark all Water Mains and Sewer Mains to the best of its ability by using available information. Line locations will be made free of charge, but the District will not accept financial liability to any party for any costs incurred as a result of an inaccurate location. The District shall have no obligation to locate any lines other than the Water Main or Sewer Main.

ARTICLE 5

REQUESTS FOR SERVICE

5.1 **Service Areas**

5.1.1 **Service Within District Boundary**

Water System and/or Sewer System service will be furnished in accordance with the District's Rules and Regulations, to property included within District 2.

5.1.2 **Service Outside District Boundary**

No Water System and/or Sewer System service shall be provided to property exclusively outside of District, except upon the express written consent of the Board. Charges for furnishing service outside of District shall be at the discretion of the Board. The charge for service furnished shall equal at least the cost of service, plus the estimated property tax and Tap Fees for which such property would be responsible if it were a part of District. In every case where the District furnishes service to property outside District, the District reserves the right to discontinue the service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so.

5.2 **Requests for Service**

5.2.1 **Requests and Fees**

Requests for water and/or sewer service must be furnished to the District and accompanied by appropriate Fees. Requests for Residential Unit water service shall normally be made as part of the process governing review of plans for single family home construction as detailed in the Catamount Design Guidelines.

5.2.2 **Tap Information Required**

As indicated in the Catamount Design Guidelines, a site plan showing the location of the building relative to the property lines, building envelope, utility lines, curb stop valve box location, and all easements shall be provided. A copy of the building permit and a copy of the building floor plan, indicating the proposed location of the Water Meter, the remote reading device shall be provided. Lot Owners should refer to the Catamount Design Guidelines for further information.

5.2.3 **Reassessment of Tap Fees**

Should any information disclosed in the building design documents prove at any time to be false, should the Applicant omit any information, or should the information change during construction, the District shall have the right to: reassess the Tap Fee originally charged to the rate current at the time of discovery by the District of the false, omitted or changed information; and/or disconnect the service in question; and/or back-charge the Owner for Tap Fees and service fees that may be due and owed; and/or charge any other additional fee or penalty specified in these Rules and Regulations. Any reassessment, penalties, or other additional fees charged, with interest at the maximum legal rate on the entire balance upon and from the date of the original application, shall be due and payable immediately.

Should the metered consumption, documented sewage criteria, or approved usage exceed the conditions upon which the original Tap Fees were paid, the District reserves the right to reassess the Tap Fees originally charged to the rate current at the time of discovery by the District.

5.2.4 **Winter Taps**

During the winter months (October 15 to April 15), Taps may be made by appointment, at the District's sole discretion, provided that the Tap location is heated or protected from freezing.

5.3 **Special Conditions**

5.3.1 **Fire Sprinkler System**

If a fire protection water sprinkler system is to be used, a plan of the system, which has been approved by the appropriate District Fire Authority, is to accompany the application. All fire sprinkler systems shall meet National Fire Protection Association (NFPA) requirements and additionally shall meet the requirements of all applicable city, county, and state building and fire protection codes. All fire sprinkler systems shall be protected from fluctuating Water Main pressures by means of a pressure-reducing valve. The District may grant a waiver upon a written request from the Applicant. As dictated by the state of Colorado, all fire sprinkler systems shall be equipped with a backflow prevention device appropriate to the degree of hazard contained therein.

5.3.2 **Lawn Irrigation System**

A lawn sprinkler or irrigation system must be metered. If a lawn sprinkler or irrigation system is to be installed as part of the property development, this system may be independent of any commercial or domestic uses and may be separately metered. If not separately metered, the District may determine an allocation of water usage fees to the multiple Customers of the same Water Meter, at its discretion. The District shall inspect all connections of new lawn sprinkler or irrigation systems prior to use. As dictated by the State of Colorado, all lawn irrigation systems must have a reduced pressure principle backflow prevention device installed on the system.

5.4 **Conditional Permit**

The District reserves the right to issue a conditional written permit with a notice filed against the property title. The notice will indicate the existence of a condition(s), which is not in compliance with District Rules and Regulations, but still allow water and/or sewer service to the property. The notice will provide that as a condition of receiving service the Owner agrees to indemnify and hold the District harmless for any damage resulting from existence of the condition. An example is construction not in accordance with District specifications.

5.5 **Denial of Service**

The District reserves the exclusive right to decline to provide new service or to reinstitute lapsed service when, in the opinion of the District, the service would create an excessive seasonal, or other demand on the facilities. Denial may also be based upon an unresolved obligation between the District and the Applicant, or any other reason as determined by the District.

5.6 **Cancellation of Approval**

The District reserves the right to revoke any prior approval of service before service has been provided, and the right to revoke service after it has commenced for any violation of these Rules and Regulations.

5.6.1 **Revocation of Tap Rights**

The right to connect to the District's system and to receive services under Section 4.2, *Use of Systems*, shall be revocable by the District upon non-payment of any Fees owed to the District and remaining unpaid for a period of thirty (30) days, whether or not the Customer owning the right to connect has actually connected to the District's system. Such revocations shall be conducted in accordance with the procedures outlined in Section 4.2.5, *Revocation of Service*. If the right to connect to the District's system is revoked, the Customer may reacquire such Tap rights by notifying the District in accordance with Section 5.2, *Requests for Service*. The District shall consider such request only after payment of all fees due and owed the District and the current Tap Fees charged by the District under these Rules and Regulations.

ARTICLE 6
CROSS-CONNECTION CONTROL

6.1 Cross-Connection Control Authority

The authority to implement and maintain this backflow and on cross-connection control program is contained in the following legislative actions:

- 6.1.1 Colorado Revised Statutes (CRS), Section 25-1-114 and 25-1-114.1.
- 6.1.2 Colorado Primary Drinking Water Regulations (CPDWR), Article 12, Control of Hazardous Cross-Connections.
- 6.1.3 Cross-Connection Control Manual, Colorado Department of Public Health and Environment, latest edition. The District's program is based on this manual and shall be utilized to determine compliance, for repairs, installations, and testing of backflow prevention devices.
- 6.1.4 Occupational Safety and Health Administration (OSHA).
- 6.1.5 Catamount Metropolitan District Rules and Regulations.
- 6.1.6 Colorado Plumbing Code.
- 6.1.7 Uniform Plumbing Code of the International Plumbing and Mechanical Officials / International Plumbing Code.
- 6.1.8 Uniform Swimming Pool and Mineral Bath Regulations.
- 6.1.9 Uniform Solar Code.

6.2 Reference Manuals Adopted for Guidelines on Cross-Connection Control

- 6.2.1 Cross-Connection Control Manual, Colorado Department of Public Health and Environment, latest edition.
- 6.2.2 Definitions of terms used in this regulation are contained in the Cross-Connection Control Manual, Colorado Department of Public Health and Environment, latest edition.

6.3 General Requirements

All building plans must be submitted to the local plumbing official and approved prior to issuance of water service. Building plans must show:

- 6.3.1 Approved backflow prevention assemblies shall be installed on all Commercial Unit, mixed usage and fire sprinkler systems to protect the Water System from potential cross connection contamination.

- 6.3.2 Approved backflow prevention assemblies shall be installed on any service connection that serves three or more Residential Units.
- 6.3.3 Approved backflow prevention assemblies that provide containment shall be installed on all new service connections, and shall be located downstream from the Water Meter, prior to any other connection.
- 6.3.4 The District requires that all building plans for new construction or remodels that involve plumbing be submitted to the District for review and approval prior to construction.
- 6.3.5 All backflow devices as described in numbers 1 and 2 shall be tested at the time of installation and annually thereafter. Test results must be submitted to the District on the District's form and all information on the form must be completed and legible. Testing of devices must be performed by a Certified Cross Connection Control Technician, with a current and valid certification.
- 6.3.6 All assemblies used within the District must conform to the latest edition of the Colorado Cross Connection Control Manual.
- 6.3.7 Backflow devices installed on fire sprinkler systems must meet the requirements of the local Fire Department and shall be Reduced Pressure Assemblies when the system contains glycol. The reduction of pressure through these devices must be incorporated into the design of the fire sprinkler system.
- 6.3.8 Backflow prevention assemblies shall only be installed by a Master Plumber or, by a licensed plumber, or by a Cross Connection Control Technician working directly under the supervision and authority of a Licensed Master Plumber. Double check type backflow prevention assemblies shall not be permitted on systems containing glycol.
- 6.3.9 Single Check Valves are not considered backflow prevention devices and shall not be permitted within the service area of the District.
- 6.3.10 The District reserves the right to require the installation, replacement, or modification of any backflow assembly that the District deems to present a potential hazard to the Water System.
- 6.3.11 Backflow prevention valves are not to be used as the inlet or outlet valve of the Water Meter. Test cocks are not to be used as supply connections.
- 6.3.12 All costs for the design, installation, maintenance, repair, and testing of backflow prevention devices shall be borne by the Customer.
- 6.3.13 The District shall have the right of entry to inspect any and all buildings and premises for cross connections relative to possible hazards, or to verify proper installation, testing, or repair of backflow device assemblies.

- 6.3.14 No grandfather clause exists. All Rules, Regulations and Laws apply regardless of the age of the facility or the service connection.
- 6.3.15 The District may discontinue service of water, if an unprotected cross connection exists on the premises that pose a significant risk to the domestic Water System. Failure of a Customer to cooperate after proper notice in writing by the District, pertaining to the installation, maintenance, testing, repair, relocation, or inspection of a backflow prevention assembly may result in the discontinuance of water service. A service connection may be left in service if the Customer installs an approved air gap separation from the public Water System. If a service is disconnecting, it shall not be restored until such time as an Inspector inspects and approves the backflow prevention devices. If discontinuance of a water service poses a significant risk to public safety (meaning a physical cross connection has been verified between a non-potable source or hazardous source and the potable Water System) the District has the authority to assess a penalty to Commercial Unit Customers in an amount not to exceed \$500 per day for each day the connection is out of compliance

(meaning from the time the Customer was notified of being out of compliance, and once the time frame requiring the repair has expired) posing a significant risk to the public Water System.

ARTICLE 7 RATES AND CHARGES

7.1 General

The information contained in this Article is pertinent to all charges of whatever nature to be levied for the provision of water and/or sewer services.

7.2 Application of this Article

The rates, charges and other information apply to Customers inside the District and shall not obligate the District with respect to services provided outside the District boundaries, pursuant to Section 5.1.

7.3 Rates and Charges Schedule

The Fees as established in Appendix A are in effect at this time and shall remain in effect until modified by the District Board of Directors under the provisions of these Rules and Regulations, and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the District from modifying Fees, or from modifying any classification of Customers as defined below.

Current Fees are based upon recovery of cost requirements, factors of usage and physical conditions of plant and line structure and are subject to change over time.

7.4 Standards of Consumption

Current Fees in Appendix A are based upon the most recent annual consumption records of the District, or, in lieu of such records, the District's best estimate of expected usage by Customer classification based upon similar history from other special districts and the District's Service Plan, as amended. The District shall reserve the right to levy Fees at its discretion to any Customer whose usage is deemed to be substantially in excess of the usage of other Customers within the Customer's classification, as well as to levy Fees at its discretion pursuant to Section 4.5, *Water Use Restrictions*.

7.5 Classification of Customers

For the purpose of levying fair, reasonable, uniform, and equitable charges, Customers have been classified by the District based upon various characteristics which include but are not necessarily limited to: Residential Unit versus Commercial Unit, number of Single Family Equivalent units or square footage, required level of servicing by the District, water Tap size, and requirement for individual servicing. Specific classification definitions are contained in Article 2, *Definitions*. The remainder of this Article provides additional conditions used to determine rates and service charges.

7.6 **Tap Fees – Provisions**

7.6.1 **Prepaid Tap Fees**

Tap Fees may be paid any time in advance of connection, in which case the commencement of service charges shall be governed by Section 4.4.3, *Turn-On/Turn-Off of Service Fees*. No refund of Tap Fees will be paid.

7.6.2 **Disputed Tap Fees**

If a dispute arises between the District and the Applicant regarding the calculation of Tap Fees or the nature and use of the structure as it applies to Appendix A, the dispute will be settled in accordance with Article 8, *Hearing and Appeal Procedures*.

7.6.3 **Transfer of Tap Fees**

No Tap Fee paid on behalf of one property, or any portion thereof, may be transferred to any other property.

7.6.4 **Amended Tap Fees**

In those situations where a prospective Customer requests service to a structure or use not defined in Section 7.5, *Classification of Customers*; or where, in the District's opinion, the structure represents a classification not contemplated in the establishment of the previously defined Tap Fee, the District shall establish a fair, reasonable, and equitable Tap Fee for the property.

7.7 **Service Charges**

Service charges shall be as reflected in Appendix A. Service charges will begin when water or sewer service is turned on to the building.

Quarterly service charges shall be suspended during any Quarter(s) in which service through a newly constructed Tap to a building prior to its occupancy has been turned off in accordance with Section 4.4.3, *Turn-On/Turn-Off of Service*.

7.7.1 **Amended Service Charges**

In those situations where, in the Board's sole discretion, the service charges shown in Appendix A do not represent a fair, reasonable, and equitable charge for the intended use, the Board may adjust the rates.

7.8 **Payment of Service Charges**

The policy of the District is to bill water and sewer service charges not less than quarterly.

When a condominium or homeowners' association exists for a number of Residential Units receiving service from the District, the association may receive one invoice per Water Meter. The District will not bill individual Customers within a multi-unit project without separate Water Meters, curb stops, shut-off valves, and Service Lines. The District may have the right to issue only one bill for a multi-unit structure or development. Any structure serviced by a single Service Line with more than one Residential Unit which are not separately metered, may establish one responsible party for water and sewer bills.

The Customer shall pay to the District within thirty (30) days after the billing date the full amount of that statement. If the Customer believes the billing statement is in error, the Customer must file, in writing, a notice to the District of the presumed error, and request a clarification from the District. Upon review by the District and resubmittal and/or revision of the statement, payment shall be due no later than thirty (30) days from the billing date of the resubmitted statement.

7.9 **Penalty for Late Payment**

Any time a Customer is delinquent in payment of any Fees due the District, the District shall assess an interest charge up to the maximum rate allowed by statute on the unpaid balance. The District shall terminate service to any Customer who becomes thirty (30) days or more delinquent in payment for scheduled services; termination of service will follow the opportunity for a hearing as outlined in Article 8, *Hearing and Appeal Procedures*.

The District shall assess to a Customer who is late in payment of his account all legal, court, disconnection, and other costs necessary to or incidental to the collection of the account. Until paid, all such Fees, rates, penalties, or charges shall constitute a perpetual lien on the property served. Any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

7.10 **Foreclosure Proceedings / Attorney's Fees**

After other efforts (letters, posted notices) to collect delinquent payments of any fee or charge imposed by the District under these Rules and Regulations and/or Colorado law are exhausted, the District may initiate foreclosure proceedings as provided for by C.R.S. Section 32-1-1001(1)(j), as amended. In the event the District shall commence a foreclosure proceeding to collect any payments due and payable to the District, the party being foreclosed shall be charged all costs incurred in connection with the foreclosure proceedings including, but not limited to, reasonable attorney's fees which the court shall tax as a part of the costs of the proceedings. In the event the Customer makes payment prior to the foreclosure sale, the attorney's fees and all other fees outstanding against the account and relating to the subject property, must be paid as a precondition to the resumption of service to the property.

7.11 Certification of Amounts to County Treasurer

In addition to any other means of collecting delinquent fees, rates, tolls, penalties, charges, or assessments made or levied solely for water, sewer, or water and sewer services (including charges for availability of such service), the District may certify the delinquent amounts to the County Treasurer for collection in the same manner as property taxes, in accordance with the provisions of statute C.R.S., 32-1-1101(e), as amended. The District and County Treasurer shall charge a fee for the administrative costs of this collection method. This fee shall be added to all delinquent amounts, including other penalties and interest charges, before certification.

ARTICLE 8 HEARING AND APPEAL PROCEDURES

8.1 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 of the District, and contracts related thereto, as they now exist or may hereinafter be amended. The hearing and appeal procedures established by this Article shall not apply to the following complaints:

1. Complaints which arise with regard to personnel matters. These complaints shall be governed exclusively by the District's personnel rules.
2. Any other complaint which does not concern the interpretation, application, or enforcement of the Rules and Regulations of the District, or contracts related thereto.

8.2 Initial Complaint Resolution

Complaints concerning the interpretation, application, or enforcement of Rules and Regulations of the District must be presented to the District Manager, or his designated representative. Upon receipt of a complaint, the District Manager or his representative shall make a full and complete review of the allegations contained in the complaint and shall take such action and/or make such determination as may be warranted. The complainant shall be notified of the action or determination by mail as soon as practicable after receipt of the complaint.

8.3 **Hearing**

In the event the decision of the District Manager or his representative is deemed unsatisfactory by the complainant, a written request for hearing may be submitted to the District Manager within twenty (20) days from the date written notice of the decision was mailed. A request for hearing regarding any disputed Fee, penalty, or other monetary amount claimed by the District shall not be granted unless the disputed amount has been paid to the District.

If receipt of the request is timely and if all other prerequisites prescribed by these Rules and Regulations have been met, the Board or an appointed hearing officer shall conduct a hearing at the District's convenience. Every effort will be made to conduct the hearing within twenty (20) days after the receipt of the request. The hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations.

8.4 **Conduct of Hearing**

At the hearing, the Board or appointed hearing officer shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any person of his choice, including legal counsel.

The complainant or his representatives and the District representatives shall have the right to present evidence and arguments; the right to 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. The Board or hearing officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The Board or Hearing officer may ask questions of any representative in order to clarify further an issue relevant to the complaint.

The Board or hearing officer 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, Colorado law and these Rules and Regulations. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

8.5 **Findings**

Subsequent to the hearing, the Board or hearing officer shall make written findings and an order disposing of the matter and shall mail the findings and order to the complainant not later than ten (10) days after the date of the hearing. The Board or hearing officer's findings shall be final.

8.6 **Notice**

A complainant shall be given notice of any hearing before the hearing officer, or before the Board, by mail at least ten (10) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time, or to a waiver of formal notice. Notice is deemed given when placed in regular, postage prepaid U.S. mail.

APPENDIX A
CATAMOUNT METROPOLITAN DISTRICT
SCHEDULE OF FEES AND CHARGES
EFFECTIVE: May 11, 2009

Catamount Metropolitan District regulates separate Water Systems at Catamount Ranch and Lake Catamount. The District regulates a Sewer System at Lake Catamount servicing Catamount Ranch & Club buildings and the Cabins. A limited septic system is also regulated by the District for certain buildings operated by the Catamount Ranch & Club at the Catamount Ranch.

1. Temporary Water Usage for Construction

Service	Cost
Fire Hydrant Service	\$50 per fill up to 500 gallons.
Curb Stop Service	Regular water service rates

2. Residential Unit Water Tap Fee Calculation

\$2.10 per square foot with a \$5,250 minimum fee. Area is calculated on the gross square foot measurement to include the outside walls, excluding garages, attics, and multi-unit Common Spaces. Construction plans provided to the District shall specify square footage to be used in the calculation.

If a building intended for occupancy by a property caretaker is constructed on a single-family home site before the primary Residential Unit, the initial fee of \$5,250 shall be paid in full. In the event no additional connection to the District's Water System is required, the difference between 2,500 square feet and the calculated square footage of the building will be applied as a credit to the total square footage of the primary Residential Unit, when constructed and service is requested, as if the Tap Fee were calculated based upon the total square footage of the buildings combined.

In the event a separate connection to the District's Water Main is required, a new Tap Fee will be assessed in full.

3. Expansion or Remodel of Residential Units

The District shall charge a fee of \$2.10 /square foot for any increase in square footage to any existing Residential Unit as contiguous space, i.e. as part of the same existing structure.

4. Commercial and Irrigation Uses

Commercial Unit and irrigation uses may be on a separate master Water Meter or, for mixed uses, may be on the same meter as Residential Units, if the Owner provides the District with an engineer's or architect's assessment of the Water Meter size necessary to serve the Commercial Unit(s) and irrigation fixtures involved. The Water Meter size is to be determined by the fixture count assessment according to the Uniform Plumbing Code. Based upon Water Meter size, the District will determine the applicable fee on a case-by-case basis.

5. Water Meters

The appropriate Water Meter shall be purchased from the District for new structures. Once installation of the Water Meter has occurred, an Inspector shall inspect the installation for compliance with District rules prior to water turn-on. Residential metering options:

Meter Size	Meter Fee
¾ - 1 "	\$350.00
1 ½ "	\$800.00
2"	\$1000.00

6. Meter Repair

Water Meters shall be repaired at the Owner's expense, subject to the provisions of these Rules and Regulations.

7. Water Service Charges

Water service charges are billed quarterly, in arrears.

a. For Metered Water Accounts:

- i. Base Rate
\$230.00 per quarter which covers usage up to 50,000 gallons
- ii. Rate 1
\$4.70 per 1,000 gallons per quarter for 51,000 to 90,000 gallons
- iii. Rate 2
\$7.50 per 1,000 gallons per quarter for 91,000 to 180,000 gallons
- iv. Rate 3
\$25.75 per 1,000 gallons per quarter for all usage over 180,000 gallons after two full years of landscaping grow-in.

b. For Unmetered Water Accounts:

The District does not anticipate any account will be without a Water Meter. For accounts with broken Water Meters, the rate charged shall be equal to the Base Rate per quarter plus average usage fees if applicable.

8. Residential Sewer Tap Fee Calculation

The District does not anticipate additional residential sewer Taps to its Sewer System. Any additional Taps will be charged at the District's discretion.

9. Sewer Commercial and Irrigation Uses

Commercial Unit and irrigation uses may be on a separate master Water Meter or, for mixed uses, may be on the same Water Meter as Residential Units, if the Owner provides the District with an engineer's or architect's assessment of the Water Meter size necessary to serve the Commercial Unit and irrigation fixtures involved. The District will consider this assessment in the District's determination of the appropriate Water Meter size. The Water Meter size is to be determined by the fixture count assessment according to the Uniform Plumbing Code. Based upon the Water Meter size, the District will determine the applicable fee on a case-by-case basis.

All Commercial Unit Sewer System Customers will be required to pretreat their effluent if their discharge does not meet domestic stand and/or falls under the Federal Classification of Hazardous Waste.

10. Sewer Service Charges

Sewer service charges are billed quarterly, in arrears.

a. For Metered Sewer Accounts:

i. Basic Rate

Quarterly billings will be sent to Customers based on the annual expense of operation of the Wastewater Treatment Facilities and its Reserve Fund. Fees will be determined on percentage of usage, which is determined by the District. The District may change the percentage as deemed necessary.

b. For Unmetered Sewer Accounts:

The District does not anticipate any account will be without a Water Meter. Unmetered accounts will be charged at the District's discretion.

11. Penalties for Violations

A penalty of up to \$750 plus any expense, loss, or damage including attorney fees for the enforcement action occasioned by reason of a violation, may be charged by the District against any person violating any of the provisions of these Rules and Regulations.

A five percent (5%) delinquency charge per billing shall be added to the unpaid balance of all bills, which have not been paid within thirty (30) days from the date of mailing. No delinquency charge shall exceed a total of twenty-five percent (25%) of the amount due. Interest shall accrue on the original unpaid balance, excluding any delinquency charges, at the rate of one percent (1%) per month until paid.

APPENDIX B WATER AND SEWER SERVICE LINE CONSTRUCTION SPECIFICATIONS

GENERAL REQUIREMENTS:

1. Rules & Regulations

The Owner and Owner's Contractors are responsible for knowledge and compliance with these provisions of the Rules & Regulations.

These provisions are developed to ensure that the Service Line extension to the water distribution and sewage collection systems is constructed in a manner not to adversely impact the total system.

2. Scope

Service Lines are constructed to provide the water or sewer link between the District Water or Sewer Main distribution or collection system and the privately owned facility. The Service Line construction is paid for by the Owner. Responsibility for maintenance and repair of water Service Lines is the responsibility of the Owner. Sewer Service Lines are the property and responsibility of the Owner.

3. Criteria

A separate and independent water and sewer Service Line shall be provided for every separately metered unit within a Building (as defined in Section 4.5.2). A curb stop shall be located at the property line or edge of easement on all water Service Lines. At least one Water Meter shall be installed for each separate building served. Multi-unit buildings may have individual unit curb stops, Water Meters, and shut-off valves or may be serviced by a single curb stop and a master Water Meter. Accessible valves for emergency water shut-off shall be provided for each unit. The District may authorize an exemption from the above requirements for buildings that are part of a condominium or homeowners' association. In such a case, the District shall bill the association for service charges assessed by the District for water and sewer usage in the association. In all cases where individual units are not separately metered, billing shall be to one entity for water and sewer service to all units serviced through the same Water Meter or Service Line, and payment for less than all units shall be considered non-payment, allowing the District to terminate service.

4. Authorization and Permits

Prior to Service Line construction, Contractors shall familiarize themselves with the District standards and specifications. The Owner or Contractor shall obtain approval for the location of the Service Line and submit a copy of the building permit with information on the number and size of living units in the facility, appropriate sets of site and mechanical plans, and inform the District's personnel of intended schedule for construction. The District, in its sole discretion, has the authority to grant a variance from strict compliance with District specifications in the event of undue hardship, not self-imposed.

5. Temporary Water Usage for Construction

Contractors may obtain temporary access to water during construction. Water shall not be allowed to leave the Owner's property under any circumstance. Water may be obtained via two options: fire hydrant access or curb stop valve.

- a. **Curb Stop Valve:** Contractor obtains a meter from the District after purchasing it. The meter is to be installed with ball valves, back flow preventer and a pressure relief valve if needed, in a concrete meter pit constructed by the Contractor, on the Owner's property or the meter may be installed in the mechanical room of the house if approved by the District. The District will perform turn-on of water after the Water Meter and all other appurtenances are installed and inspected by an Inspector.
- b. **Fire Hydrant:** Contractor may contact the District for water use from a fire hydrant on a temporary basis only to fill a tank supplied by the contractor. No permanent fire hydrant connection will be allowed at anytime. The District will perform turn-on of water from the hydrant. Additional fees may apply for this service.

6. Taps and Tap Fees

The District Manager or Inspector shall inspect all Taps for water and/or sewer service.

Tap Fees must be paid prior to connection of any Tap.

7. Unauthorized Taps

Any change in use, conversion, or creation of additional units or connection of new structure made without payment of a Tap Fee will be considered an "unauthorized Tap."

The occurrence of an unauthorized Tap is subject to a penalty charge, as well as payment of the appropriate Tap Fee.

8. Meter Installation

For Residential Unit construction with Service Lines less than 100', the Contractor shall install a conduit from the Water Meter installation to the outside of a wall located nearest the street side of the dwelling unit under construction for the remote readout to be located five (5) feet above the ground for water meters located in the homes. For meter pits at the curb stop, a conduit must be supplied by the contractor and run to a post or address marker at a minimum five feet above ground level. The remote readout shall be supplied by the District after the water meter is purchased.

Water Meters and appurtenances (including a remote readout) shall be purchased by an Owner or Owner's representative exclusively from the District.

- For meter installation in the house (less than 100' Service Line); the Badger meter shall be installed in a freeze-proof, accessible area, no higher than three (3) feet above the floor level in a horizontal position. The District may issue a spacer for the Contractor to use in place of the Badger meter, prior to receiving the meter from the District.
- For meter installation in a meter pit (required for all Service Lines greater than 100'); the Badger meter shall be installed in the bottom of the concrete manhole as per the specifications of such manhole or in the area designated for the water meter if an approved plastic meter pit is used. Double lid covers must be used in either application. A 4" drain to daylight must be installed in the meter pit.
- Approved plastic meter pits include the Ford Plastic Meter Pit with Tandem for Double Lid Cover or like pit as approved by the District.
- Isolation valves shall be located before and after the meter (i.e. valve, meter, valve).
- 3-Strand wire shall be installed from the meter location to the transmitter prior to meter installation.
- The transmitter shall be located on the street side of the structure, five (5) feet above the ground in an accessible location for meters located in the house and the transmitter must be located within 100' of the meter pit and five feet above the ground free from snow storage, to provide year round access.
- A Certified Plumber shall install the meter. The District will install the transmitter.

9. Service Charges

Service charges begin as of the date of turn-on. The Customer shall be responsible for payment of all fees and charges due the District.

10. Water Saving Devices

Water saving devices are required, consisting of shower restrictors and maximum 3.5-gallon flush toilets.

11. Inspections

The Applicant for the sewer or water line service permit shall notify the District when the service is ready for inspection and connection to the Sewer Main or Water Main.

Appointments for inspection and connection shall be scheduled at least twenty-four (24) hours in advance. No inspections shall be scheduled for weekends or holidays.

All water Service Lines are to be tested under normal operating pressure. All connections shall be made by qualified personnel.

An open ditch inspection of all Service Lines shall be conducted by the District's representative. No Service Lines shall be covered without the District's representative's approval. Anyone making any installation without such approval shall be required to remove all soil or any other covering over the Service Line to allow its inspection.

SEWER SERVICE LINES:

1. Owner's Responsibility

The entire sewer Service Line from the District Sewer Main to the Building belongs to the Owner, and the Owner is responsible for repairs and maintenance of the Service Line.

2. Service Line Separation

A ten (10) foot separation must be maintained between parallel water and sewer Service Lines. At locations where water and sewer Service Lines cross, sewer Service Line joints within a ten (10) foot distance of the water Service Line must be protected in accordance with the Colorado Department of Health standards.

3. Specifications

The sewer Service Lines shall be a minimum of four (4) inches ID PVC pipe with a minimum wall thickness meeting the SDR 35-thickness with preformed watertight joints with rubber gaskets. The sewer Service Line shall be watertight, on a constant minimum grade of not less than $\frac{1}{4}$ inches per foot unless authorized by the District, in a straight line, and if running parallel to the building, no closer than ten (10) feet from the building. Two (2) inches of uniform graded bedding and six (6) inches of a uniform graded compacted cover are required in accordance with specifications.

4. Connection

The connection of the sewer Service Line to the main interceptor shall be made as follows:

- a. If the Service Line is four (4) inches or six (6) inches in size, the District shall, at Owner's expense, install a saddle on the sewer interceptor. The saddle Tap will be located at least ten (10) feet away from any manhole. Connections into manholes will not be allowed.
- b. If the Service Line is eight (8) inches or greater, the Owner will make the connection into an existing manhole or install a new manhole at Owner's expense. All connections shall be above the spring line.

5. Stub Outs

When sewer Service Line Stub Outs are made in conjunction with or subsequent to Sewer Main construction, the end of the Service Line shall be plugged and marked by triangulation on individual lot plans. A copy of the lot plan shall be provided to the District for verification within a 48-hour period prior to covering the sewer Service Line Stub Out.

6. Inspection

Normal inspection of sewer Service Lines will be made with the Service Line not under pressure. Locations of sewer Service Lines must be recorded with the District. The District may allow, in lieu of inspections, that the sewer Service Line be pressure tested at the Owner's expense. The water service shall be shut off or kept off until inspection or testing of the sewer Service Line is complete.

7. Floor Drains

Floor drains and garage drains will not be connected to the sanitary sewer without written permission from the District.

WATER SERVICE LINES:

1. Responsibility

The District is responsible for maintenance of the water Service Line, up to and including the curb stop valve or the Owner's property line or edge of easement, whichever is closer to the Water Main. The Owner is responsible for the maintenance of the remaining portion of the Service Line serving the property. The Water Meter is the property of the District and the responsibility of the Customer to maintain, subject to the District's checking for accuracy from time to time.

2. Service Line Separation

A ten (10) foot separation must be maintained between parallel water and sewer Service Lines.

3. Alignment

Alignment of the water Service Line shall be located so as to take the shortest, most direct route, preferably perpendicular from the Water Main to the building. No water Service Line shall be laid within ten (10) feet parallel to any weight-bearing wall that might be thereby weakened. The water service shall be laid at a uniform grade in a straight alignment.

4. Curb Stop

The water Service Line shall have a curb stop valve located at the property line or edge of easement, or as otherwise approved by the District with easy access to the District. Curb Stops shall be in good operating condition at all times. Curb stop valve box tops must be Mueller Buffalo Pattern, accessible at ground surface.

5. Stub Out

When water Service Lines are stubbed out from the Water Main to property lines, the Stub Out shall be valved off and plugged, with a valve box the top of which is installed at the ground surface. Water Service Line Stub Out shall be marked by triangulation on individual lot plans. A copy of the lot plan shall be provided to the District for verification within a 48-hour period prior to covering the water Service Line Stub Out.

6. Specifications

Water Service Lines shall be constructed with type K copper up to two (2) inches; Service Lines larger than two (2) inches shall be constructed with ductile iron pipe (DIP). Water Service Lines shall be buried at least seven (7) feet with two (2) inch uniform graded bedding and six (6) inch uniform graded compacted cover.

The Service Line shall be one continuous line with no joints. No splices shall be installed between the curb stop and the Water Main. No lead-soldered fittings shall be allowed. All copper connections must be compression joints, or silver-soldered joints.

If type K copper is not used in the service line the customer must install a metering manhole at the curb stop location. The manhole must be at least seven feet deep with a frost proof cover. The meter must be of the underground type with all apparatus's mentioned above. A remote touch pad shall be installed outside the manhole above the ground five feet high. Specifications for the touch pad must meet the Design Guidelines.

Polyethylene tubing for Service Lines may be used only in conjunction with a meter pit installation at property line. Polyethylene tubing may only be installed on the service side of the meter assembly contained within a meter pit installation.

Polyethylene water service lines shall be manufactured of high density 3408 material to the requirements of ASTM D2339 for SDR pipe, and ASTM D2737 for Copper Tube Size Pipe, meet AWWA C901 requirements and be NSF listed. All Polyethylene water service lines shall be approved by the District prior to construction.

7. Taps and Inspection

All Taps shall be made by an approved Contractor and inspected by District personnel. The District will record the actual location and depth of water Service Lines.

Under supervision of the District representative, the water Service Line is to be pressure tested at normal operating pressure from the Water Main to the building before backfilling begins.

8. Pressure Reducing Valves

An individual pressure reducing valve (PRV) is required on each water Service Line and shall be located between the Water Main and every Water Meter. The preferred location is adjacent to the required Water Meter.

9. Shutoff Valves

The Contractor will install shutoff valves prior to the PRV and after the spool/Water Meter to facilitate future repairs.

10. Backflow Prevention Device

Backflow prevention devices are required on all facilities where specified by the local plumbing official or the Colorado Department of Health. All devices will be inspected by an Inspector and certified as working properly every year.

11. Water Meter and Remotes

The District shall inspect Water Meters. The cost of the Water Meter shall be borne by the Owner.

The Owner or Contractor will be provided with wire for installation of a touch-read pad. Prior to Water Meter installation and water turn-on, the Owner shall install the wire from the Water Meter location to the appropriate site. Touch-read pad will be located on the front of a building, five (5) feet off ground, in an area where snow is normally removed and with minimal vegetation. The maximum remote distance from the Water Meter shall be five hundred (500) feet.

All Water Meters will be supplied by the district and will include a transmitting device. For connections of two (2) inches or larger, the Owner shall obtain a Water Meter after prior approval by the District.

All Water Meter installations must be in a freeze-proof, convenient, and easily accessible area. If the Water Meter is located in a crawl space, the Water Meter shall be located within three (3) feet of the access entry. Variances will be considered on a case-by-case basis from the District prior to the installation of the Water Meter.

The Contractor is responsible to protect the Water Meter from freezing or other physical damage during construction. After completion of the construction and acceptance by the District, the Owner is responsible to protect the Water Meter from freezing, from damage due to high water pressure (i.e., PRV), and other physical damage.

Water will remain turned off at the curb stop until the Water Meter is installed, inspected and approved, and all Tap Fees are paid in full. All water is to be metered, including construction water.

12. Water Turn-On

Water service is turned on and billing begins when the Water Meter is installed.

Water turn-on will be made by District personnel only. Any water service turned on by other than authorized personnel shall be considered illegal system tampering and subject to fees and penalties.