

Rules and Regulations

COTTONWOOD WATER AND SANITATION DISTRICT

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Section One

1. GENERAL INFORMATION

1.1 **Authority:** These Rules and Regulations are adopted in accordance with the authority conferred in Title 32, Article 1 of the Colorado Revised Statutes, by the Cottonwood Water and Sanitation District Board of Directors, a political subdivision of the state of Colorado and a quasi-municipal corporation with all the powers thereof which are specifically granted to the District, or are the necessary or incidental to or implied from powers specifically granted by statute, constitution or other law, for carrying out the objectives and purpose of the District.

1.2 **Policy:** It is hereby declared that the following Rules and Regulations will serve a public purpose and will promote the health, safety, and general welfare of the inhabitants and visitors of the Cottonwood Water and Sanitation District.

1.3 **Purpose:** The purpose of these Rules and Regulations is to provide for the control, management and operation of the water and sewer system of the Cottonwood Water and Sanitation District, including additions, extensions and connections thereto, and to provide for the administration and enforcement of such standards. All service by the District will be available in accordance with these Rules and Regulations and the charges established therefor, and subject to all penalties and charges for violation thereof, or any statutes applicable to the District, subject to availability and capacity of facilities.

1.4 **Scope:** These Rules and Regulations shall be considered a comprehensive set of Rules and Regulations governing certain aspects of the control, management and operation of the Cottonwood Water Sanitation District. It should be noted, however, that not every conceivable aspect of the control, management and operation of the District and its systems is covered in these Rules and Regulations, and the Board of Directors of the District reserves the right to make ruling concerning matters not covered herein as and when appropriate, in the opinion of the Board. In addition, these Rules and Regulations are not intended to supersede or contravene specific terms or conditions of any agreement, contract, or other document entered into between the District and a party.

1.5 **Regulations by Other Governmental Entities:** Any limitation, restriction, or prohibition validly placed upon the District by any governmental entity or by any agreement between the District and any other governmental entity is hereby incorporated into these Rules and

Regulations by this reference and shall constitute a limitation, restriction and/or prohibition on each customer of the District.

- 1.6 **Effective Date:** These Rules and Regulations shall be effective immediately upon adoption by a majority of the District's Board of Directors at a public meeting.
- 1.7 **Construction:** It is the intent of the Board that these Rules and Regulations shall be liberally construed to effect the general purpose and policies set forth herein. Nothing set forth herein shall be construed as an alteration, waiver or deviation from any grant of power, or any limitation or restriction thereof, conferred or imposed upon the District by the statutes, constitutional provisions, or other laws of Colorado as they currently exist and as they may exist in the future.
- 1.8 **Amendments:** These Rules and Regulations may be amended from time to time by the Board in the same manner as the original Rules and Regulations herein were adopted as provided in section 1.6 herein.
- 1.9 **Saving Provision:** The enactment of these Rules and Regulation, any amendment thereof, or the repeal of any prior existing Rules and Regulations or Resolutions shall not deny or limit any right, action, cause of action, penalty charge or fee which arose under such provision.
- 1.10 **Repeal of Conflicting Resolutions:** All resolutions or parts of resolutions in conflict herewith are hereby repealed, except as may be as expressly provided herein.
- 1.11 **Severability:** The invalidity of any section, clause, sentence, or provision of these Rules and Regulations shall not affect the validity of any other part of these Rules and Regulations which can be given effect without such invalid part or parts, and to this end the provisions of these Rules and Regulations are hereby declared to be severable.
- 1.12 **Variances:** The District reserves the right to waive or modify the provision of these Rules and Regulations at its sole discretion. Any person seeking a variance of a provision of the Rules and Regulations shall have the burden of proving that the operation of such a provision would cause undue hardship, or should not be applied to the person for another justifiable reason, and such variance shall not endanger the health, safety and welfare of the residents and inhabitants of the District. The Board's decision to grant or to deny the variance shall be final and conclusive.

Section Two

2. **DEFINITIONS:** Unless the context requires otherwise, the meaning of terms used herein shall be as follows:
 - 2.1 **Cost or Costs:** All costs associated with the new construction, reconstruction, enlargement or dedication of any water or sewer water system, including, but not the limited to, all costs of associated planning, engineering, inspection, administration, acquisition of facilities, rights-of-ways or water rights, attorney fees and other fees which are necessary to provide new, different or additional service within the District's service area or proposed service area.
 - 2.1.1 **Backflow Preventer:** An approved device or method designed to prevent backflow or backsiphonage into the public water supply by containing or isolating the owner's water system from the public water system. An approved device is manufactured in full conformance with the standards established by the Colorado Department of Public Health and Environment Cross Connection Control Manual and by the District.
 - 2.2 **Board or Board of Directors:** The duly elected Board of Directors of the Cottonwood Water and Sanitation District, which acts as the governing body of the District.
 - 2.3 **Building:** Shall mean any structure used or intended for supporting or sheltering any use or occupancy.
 - 2.4 **Building Drain:** That part of the lowest horizontal piping of a building drainage system from the stack or horizontal branch, exclusive of storm sewer, extending to a point not less than five feet (5') outside of the building wall.
 - 2.5 **Connection:** The connection of water and/or sewer service lines to District lines for either a permanent or temporary purpose.
 - 2.6 **Contractor:** Shall mean any person, corporation, or other entity acting as an independent contractor, authorized by the District to perform work or furnish materials within the District, and hired by either the District or other persons or entities.
 - 2.7 **Customer:** Shall mean any person, company, corporation, public entity or authority, as defined herein, developer, property owner, lessee, tenant or occupant of such, property owner, who is supplied with service by the District or authorized to use water or connect to the public water or sewer under a permit issued by the Board of Directors.

- 2.8 **Deleterious Wastes:** Any wastes contained in special sewage that would be harmful to the District's sewer mains or to the sewage treatment works, or which, without pretreatment, would violate federal, state or local pretreatment standards.
- 2.9 **Developer:** Any person who owns land and is subdividing the land for resale and seeks to have the land served by the District.
- 2.10 **District Attorney:** Person appointed by the District to act on its behalf in legal proceedings and offer legal opinions.
- 2.11 **District Engineer:** Person or firm that is appointed by the Board and employed or contracted to do engineering work for the District.
- 2.12 **District Representative:** District Manager, Superintendent, or other authorized person conducting District business.
- 2.13 **District:** The Cottonwood Water and Sanitation District.
- 2.14 **EQR:** The measure of the level of service necessary to serve a single family dwelling (equivalent residential unit), as described in more detail in Appendix A.
- 2.15 **Industrial Wastes:** The liquid wastes from industrial processes, trade, or business, as distinct from sanitary sewage.
- 2.16 **Licensed Plumber Or Pipe Layer:** A person who has been bonded and provided a license to perform such work by the County of Douglas, State of Colorado.
- 2.17 **Manager Or District Manager:** The person retained by the Board to administer and supervise the affairs of the District and its employees, including enforcement of the District's Rules and Regulations.
- 2.18 **May:** is permissive
- 2.19 **Permit:** Written permission of the Board of Directors given pursuant to these Rules and Regulations, subject to the specific terms and conditions contained therein.
- 2.20 **Person:** Shall refer either to the singular or plural and shall include an individual, firm, partnership, or corporation.
- 2.21 **Pre-Treatment Facilities:** Structures, devices, equipment or processes for the purpose of reducing or removing the deleterious wastes or altering the

nature of the deleterious wastes in special sewage prior to discharging such sewage into the District's sewer system.

- 2.22 **Proposed Customer:** Any person whose property is capable of being served by the Districts facilities or who has applied for a tap permit, connection permit, main line extension permit, or inclusion and who has not yet received the service which is the object of the permit application, regardless of whether such person or governmental authority or agency is already receiving other service from the District and regardless of whether they are a property owner, developer, sub divider or potential user.
- 2.23 **Sampling:** The periodic collection of water or sewage samples for testing.
- 2.24 **Sewage:** A combination of liquid wastes originating from any residential, commercial, or industrial buildings or other establishments, which may include household wastes, human excreta, animal or vegetable matter, organic or inorganic material in suspension or solution, and other solids in suspension or solution.
- 2.25 **Sewer Main:** Any pipe, system of piping and appurtenances used as a conduit for sewage in the District's sewer system and owned by the District. Unless otherwise designated by the Board, a main shall be any line eight inches (8") or more in diameter.
- 2.26 **Sewer Service Line:** Any pipe, system of piping and appurtenances used as a conduit for sewage from a customer's facility where sewer service is provided, to the sewer main.
- 2.27 **Sewer System:** All structures, facilities equipment and processes used for collecting, pumping, treating, and disposition of sewage.
- 2.28 **Sewage Treatment Works:** Those devices, facilities, structures or locations to which sewage is conveyed by sewer mains by the District for the purpose of treatment.
- 2.29 **Shall:** is mandatory
- 2.30 **Stub-In:** In the context of water service lines, the curb stop; in the context of sewer service lines, the point where 4-inches PVC lines are brought to within 100 feet of the property line.
- 2.31 **Superintendent Or District Superintendent:** The person employed by the Board, or, in his absence, his duly authorized deputy, who shall supervise operation and maintenance of District facilities, and who may, among other things, operate, inspect and approve all connections, excavations, and installations, systems and facilities.

- 2.32 **Testing:** In the context of water or sewage, the analysis of samples for composition, and other characteristics; in the context of construction or connection of water or sewer system facilities, the inspection and trail operation of the construction.
- 2.33 **Unit:** A building or portion thereof used for a single family residence, an individual commercial use or which is provided separate service.
- 2.34 **Water Conservation Order:** An order adopted by the District Board or District Manager pursuant to Section 10.2 of these Rules temporarily regulating, restricting or curtaining use of water in response to an existing or anticipated water shortage.
- 2.35 **Water Mains:** Any pipe, system of piping and appurtenances used as a conduit for water in the District’s water system and owned by the District. Unless otherwise designated by the Board, a main shall be any line four inches (4”) or more in diameter.
- 2.36 **Water Service Line:** Any pipe, line, or conduit used to provide water service from the main to the facility where the water service is provided to the customer.
- 2.37 **Water System:** All facilities and processes for diverting, transporting, distributing, storing, pumping, treating, measuring, etc. the water of the District.
- 2.38 **Any Other Terms:** Not herein defined shall be defined as presented in the “Glossary – Water and Sewage Control Engineering,” A.P.H.A., A.W.W.A., A.S.C.E., and F.W.S.A., latest editions.

Section Three

3. OPERATING PRINCIPLES AND LIMITATIONS

- 3.1 **Policy:** The District is responsible for providing water and sewer services in an economical manner within the District, and providing for the operation, maintenance, repair and replacement of all mains, hydrants, valves, and facilities owned by the District, in accordance with these Rules and Regulations. The right to any use of the District’s water or sewage system is only permission of the District. The District reserves full right to determine all matters related to the control and use of its water and sewage system. The right to use of the District’s water and sewer system shall be subject to suspension or revocation as set forth herein.
- 3.2 **Water and Sewer System Construction Costs:** Notwithstanding any other provision of these Rules and Regulations to the contrary, all costs of

new construction, reconstruction or enlargement of any water or sewer system facilities, including all associated planning, engineering, administration and attorney's fees, which are necessary to provide new, different or additional water or sewer service within the District's service area (including but not limited to service lines, main lines and water or sewage treatment works) , shall be paid by the owner(s), or customer(s), of the property or building to be serviced. The District shall not pay for any costs associated in any way with the provision of any new, different, or additional service after the effective date of these revised Rules and Regulations. The provisions of this section apply regardless of whether the District or some other person contracts for, or initially pays for, such construction, reconstruction or enlargement, or such service is requested by the customer, or compelled by the District. The District Board may act other than as required in this section when it determines, in its sole discretion, that such action is necessary to provide for the health, safety and welfare of the inhabitants and visitors of the District.

3.3 **Liability:**

3.3.1

District Not Liable: No claim for damage shall be made against the District, and the District and its officials and employees shall not be liable by reason of damage resulting from any of the following: breaking of any service or supply line, pipe, cock, or meter by an employee of the District; failure of the water supply; shut off or turning on water in the water mains; the making of connection or extensions; damage caused by water running or escaping from open or defective faucets; burst service pipes or other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off or for turning it on, or from inadequate, sporadic, and excessive pressures; blockage in the system causing the backup of effluent; damage caused by "smoking" of lines to determine drainage connection to District lines; breakage of main lines by District personnel; interruption of water or sewer service and the conditions resulting therefrom where said interruption of service is brought about by request of claimant, or by circumstances beyond the District's control; failure of any facilities to be located where the District's map indicates they should be; the shutting off of a sewer lift station and possible backflow resulting therefrom; failure to obtain access to isolation valve; or for doing anything to the water and sewer system of the Districts deemed necessary by the Board of Directors or its agents. This paragraph shall not relieve the District from liability for negligence of its employees, if such liability would otherwise have existed; however, the foregoing shall not

constitute a waiver by the District of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the District, its officials or employees, nor a waiver of its insurance coverage.

These Rules and Regulations shall not be construed to hold the District in any manner responsible for any damages to persons or property resulting from any inspection as herein authorized or resulting from any failure to so inspect, or resulting from the issuance or denial of any permit as herein provided, or resulting from the institution of court action as allowed by law, or the forbearance by the District to so proceed.

- 3.3.2 **Officials Not Liable:** Any District official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the District in the discharge of his official duties, shall not thereby render himself personally liable for any damages which may accrue to persons or property resulting from any such act or omission committed in the discharge of such duties. Any suit or proceeding instituted against such official or employee, stemming from any act or omission performed by him in the enforcement or attempted enforcement of any provisions of these Rules and Regulations, shall be defended, indemnified and held harmless by the District until final termination of the proceedings. This section shall be construed in such a manner as to be consistent with the District's resolution indemnifying such officials and employees.
- 3.3.3 **Nonliability For Work of Others:** The District does not assume any liability for any work performed by others. No claim shall be made against the District or any of its officers or employees on account of errors of omission or commission made by the District's licensees.
- 3.3.4 **Indemnity:** The owner(s) shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the service line and shall obtain any guarantee required by Section 9.10.2.
- 3.3.5 **Construction:** This section 3.3 shall be construed in such a manner as to be consistent with any District resolution then in effect indemnifying such officials and employees.

- 3.4 **District Ownership And Maintenance:** Except as otherwise provided in these Rules and Regulations, all existing and future water and/or sewer system facilities connected with and forming an integral part of the District's water and sewage system shall become and are the property of the District. The District shall be responsible for maintenance, repair and reconstruction of such property, including water or sewer mains, at its cost, unless the situation necessitating such repair or reconstruction is the result of a change or enlargement of use, abnormal use or damage to such facilities, in which case such repair or reconstruction will be done at the expense of the person responsible for such abnormal use or damage. Said ownership will remain valid regardless of whether such property is constructed, financed, or paid for by other persons or otherwise acquired by the District. No other person, except those authorized by the District, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the District's facilities.
- 3.5 **Ownership And Maintenance of Water And Sewer Service Lines:** That portion of any water service lines extending from the curb stop to each building or unit, and the sewer service lines are the property and maintenance responsibility of the customer. That portion of the water service line from the water main to the curb stop is the property of the District. Leaks, stoppages or breaks in such portions of such service lines shall be repaired by the property owner within a reasonable period of time after discovery or notification of such condition by the District. If satisfactory progress toward repairing the said leak, stoppage or break has not been accomplished within such time period, the District Representative shall shut off the water service until the leaks, stoppage or breaks have been repaired. The District reserves the right to make the repair at the expense of the customer when, in the opinion of the District Representative, such repair is necessary to protect the health, safety and welfare of the inhabitants and visitors of the District. Said ownership shall remain valid whether the service lines are constructed, financed, paid for, or otherwise acquired by the District or by other persons.
- 3.6 **Defective Meters:** It shall be the duty of all customers to notify the District office immediately if a meter is operating defectively. The District shall be responsible for the maintenance, repair or replacement of all meters, unless he meter is intentionally damaged.
- If any water service meter shall fail to register in any period because the customer has failed to notify the District, the customer shall be charged the average period consumption during the two preceding periods as shown by the meter when in order.
- 3.7 **Service Outside The District:** At the present time, service outside the

District is available only by contract according to the discretion of the District's Board.

- 3.8 **Water Service Policy:** All existing or future customers which receive water or sewer service from the District are required to convey and dedicate all tributary, nontributary, not nontributary, or Denver Basin water rights and groundwater rights, underlying their property within the District, or the consent to withdraw and use such water, to the District as a condition of receiving such service.
- 3.9 **Ownership and Right to the Use of Water:** The District retains all property rights associated with any water provided to customers and buildings, including the right to reuse, make a successions of uses, or to use such water to the point of its complete or absolute consumption.

4. **USE OF PUBLIC WATER AND SEWER SYSTEMS REQUIRED**

- 4.1 **Unlawful To Deposit Waste in Unsanitary Manner:** It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the District, any human excrement, garbage, or other objectionable waste.
- 4.2 **Sewage Must Be Treated:** It is unlawful to discharge to any natural outlet or surface or subsurface system within the District, any sewage or other polluted waters, except when suitable treatment has been provided for in accordance with these Rules and Regulations.
- 4.3 **Sumps And Water Wells Prohibited:** Unless otherwise approved by the Board, after the effective date of these revised rules the construction of any water well or sump within the District is prohibited. Upon connection of premises to the District's public water and sewer system, the owner shall dedicate and convey any existing water rights and related structures appurtenant to the subject property to the District at no cost.
- 4.4 **Use of District Water And Sewer System Required:** No water system or sewage disposal system shall be constructed within the District, unless such system is connected with the District's sewer or water systems, unless otherwise specifically authorized by the Board. The owner(s) of any parcel of land within the boundaries of the District which is subdivided subsequent to the effective date hereof, shall make application to the District for extension of its water and sewer facilities to serve said subdivision. The District shall require said owner(s) to construct or pay for the construction of the extension or enlargement of all facilities necessary to serve said subdivision. If the District elects to extend such service, the District and the property owner(s) shall enter into a service agreement therefore.

- 4.5 **District's Power To Compel Connection:** Unless otherwise agreed to by the Board, the owner(s) of all buildings, businesses or other premises situated within the District where a water supply shall be used or domestic or industrial wastes or sewage are generated, stored, or treated shall be required at the Owner(s) expense to install suitable water and sewer facilities therein and to make application for and to connect such facilities directly with the District's public water and sewer system for the protection of the health, safety and welfare of the inhabitants and visitors of the District in accordance with the provisions of these Rules and Regulations, within 20 days after written notice is sent by registered mail to do so, provided that the public water or sewer main is within 400 feet of the owner's property line.

If such connection is not commenced within such period and completed with reasonable diligence by the owner, the District may thereupon make such connection, and the owner shall be liable for all expenses incurred by the District for the completion of the connection, including any unpaid tap fees. The District shall also have a first and prior lien on the premises for such costs and fees, and such lien shall be enforceable in accordance with the provision of 32-1-1006 (1) (a), C.R.S.

If an owner's service line must cross another person's property in order to connect to the District's water or sewer system at the point designated by the District, and the owner is unable to obtain the easement(s) required for such service line, the District may in its discretion initiate proceedings to acquire such easement(s). All costs incurred by the District in the prosecution of such proceedings, including without limitation, the amount determined to be payable as just compensation, attorney and legal fees, engineering and survey fees, appraisal fees and expert witness fees, shall be paid by the owner of the premises to be connected. The amount required to be deposited with the court in order for the District to obtain possession of the property included within the easement(s) shall be paid at that time by the owner of the premises to be connected. The District shall have a first and prior lien on the premises to be connected and the land on which they are located for all such costs, and such lien shall be enforceable in accordance with the provisions of 32-1-1006 (1) (a) , C.R.S.

Section Five

5. APPLICATION FOR SERVICE

- 5.1 **Policy:** Service shall be furnished only to persons whose property is included within the District, and subject to these Rules and Regulations and taxation, unless otherwise agreed to by the Board in its sole discretion.

It shall be incumbent upon an applicant for service to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Any property included within the District or to be provided service must provide to the District all finances, facilities and service required by such property, and must pay for the use of all existing and future improvements, facilities, water and sewer rights and system. Any person or entity seeking inclusion or development of property within the District shall comply with the terms of this section, and may be required to enter into a Tap Purchase Agreement.

- 5.2 **Sufficient Water Rights and Facilities Required:** No new property shall be included, nor additional new service be provided within the District, unless the owner and developer of said property or subdivision shall comply with the Water Service Policy (Section 3.8) and shall also furnish sufficient additional adjudicated water rights and associated facilities to the District in an amount and of a quality adequate, in the judgment of the District's Board, to serve said property or subdivision; or, at the discretion of the Board, monetary compensation adequate, in the judgment of the Board, to purchase or compensate for sufficient additional water rights and water facilities to provide such service. The owners of said property shall convey these rights or monies to the District free and clear of all liens and encumbrances prior to inclusion of the property into the District or furnishing of service to the property, whichever the case may be. The matters of sufficiency of water rights to serve the subject property and/or monetary compensation shall be determined by the District's Board after taking into consideration and recommendations of the District's attorneys and engineering consultants. In no event shall the District be obligated to reimburse the applicant for funds expended by the applicant for any such water rights and water facilities.
- 5.3 **Application For Tap Permit:** A proposed customer seeking service within the District, shall, as provided for in Section 9.4, submit an Application for Water and Sewer Tap Permit, on the District's standard form, accompanied by the appropriate tap fee from the Fee Schedule attached hereto and designated Appendix A to the District for the District Board's consideration.
- 5.4 **Connection Permit:** A proposed customer seeking service from the District, shall, as provided for in section 9.7, make separate application for a connection permit, accompanied by the applicable fees, prior to connection to the District's lines. No work on a proposed connection shall commence prior to payment of all fees and the issuance of a connection permit. Payment of a tap fee and issuance of a tap permit does not constitute a connection permit.

- 5.5 **Limitations Of Tap Permits And Connection Permits:** The tap and connection permits issued to an applicant are applicable only to the real property and building(s) or portion thereof specified on the permit, and all rights under the permit shall be deemed to be automatically conveyed with title to such property. The permit shall not be transferable for use on other property or for use on other buildings on this same property; except that transfer of the permit may be approved upon written application, by the District in its sole discretion upon payment of a proper transfer fee and a determination that such transfer will not impair the health, safety and welfare of the residents and visitors of the District. Each connection or tap permit shall allow only one service line connection.
- 5.6 **Main Line Extension Permits:** A proposed customer seeking service requiring the construction or extension of a water or sewer main line shall, as provided for in section 9.8, submit a separate application for a main line extension permit, accompanied by the appropriate fees, prior to any construction of the main line or any service lines to be connected thereto. Payment of a tap fee and issuance of a tap permit and issuance of a connection permit does not constitute a main line extension permit. No work on a proposed extension shall commence prior to payment of all fees and the issuance of a main line extension permit.
- 5.7 **Road Cuts:** Issuance of a connection permit or any other District permit does not authorize the holder thereof to make any cut in a public road or street or to do any thing for which separate permission is required of another governmental entity.
- 5.8 **Permits Subject To Rules And Regulations:** Each tap and connection permit and inclusion or other agreement issued or entered into by the District shall be subject to each of the provisions of these Rules and Regulations as amended from time and shall be subject to each of the conditions and limitations set forth herein.
- 5.9 **Denial Of Application For Service:** The District's Board retains, in the Board's sole discretion and judgment at a public meeting, the right to deny an application for a tap permit, temporary, irrigation, or otherwise, when the granting of the application would not be in the best interests of the District or its residents and property owners. The factors that the District's Board may consider, not by way of limitation, include: whether sufficient water rights and water facilities are available and will be available in the future to serve the development or construction proposed for the property; the impact of the proposed service on the District's existing water and sewer service treatment, transmission, and storage facilities; the economic effect that the approval of the application would have on the District and its residents and property owners all public comments; whether the granting of the application would adversely affect the public health,

welfare and safety of the District's residents and property owners; and other factors related to the request to provide such service. There may be factors and aspects of an application which are unique to that application and are not recited above, and the District's Board retains the right to consider all factors related to an application and make a decision based thereon.

- 5.10 **Cancellation Of Permits And Refund Of Fees:** The District reserves the right, in its sole discretion, for cost-related, lack of capacity, or other reasons, to cancel any permit, including tap, connection, or main line extension permits, at any time prior to connection to the District's water or sewer system.
- 5.10 **Inclusion:** A person or entity owning or having an interest in land outside of the boundaries of the District desiring service shall include in the petition for inclusion all of the land in which applicant is the owner or has a beneficial interest in that is contiguous to the parcel upon which service is desired within the District, unless the District allows otherwise.

The District's policy concerning inclusions into the District is that any property brought into the District must provide to the District all finances, facilities and service required for such property, and must pay for the use of all existing and future improvements, facilities, water and sewer rights and systems. The property must come complete with sufficient water rights and water facilities which are, in the judgment of the District, adequate to serve the anticipated development of the property, or provide funds adequate to purchase or compensate for such rights; all water and sewer facilities to be constructed by the District in order to serve the property must be financed solely by the developer and owner of the property, and payment of tap fees and any other necessary charge shall be made for the use of existing District facilities and rights. The District will not require its existing residents to subsidize the development of any newly included property.

- 5.11.1 **Inclusion Petition:** Ten copies of the inclusion petition shall be submitted, together with a petition fee in the amount of an initial deposit of \$10,000, which shall be credited towards the costs of inclusion to be paid hereunder. The inclusion petition shall contain the following information:
- A. A legal description of the property to be included, setting forth the total acreage, together with proof of title.
 - B. A survey of the property, with plan view of a scale on inch equaling 200 feet, showing its location with respect to the District's existing boundaries.

- C. The existing zoning for the property together with any proposed changes, including all documents submitted to the Town of Parker and/or Douglas County pertaining to such rezoning request.
- D. A description of the proposed uses of the property, including:
 - 1. The proposed total population for the property, including a breakdown into types of uses such as single family residences, condominiums, commercial development, recreational uses, etc.
 - 2. The proposed maximum population density for each are of the property, including the number of acres to be used for various types of uses, together with an indication of lot sizes, irrigated acreage, and water and sewer requirements, and any limitations proposed on water usage.
 - 3. The number of acres to be dedicated to open space, green belts, and parks and the anticipated location of each such area, a description of the proposed ground cover and the irrigation water requirements for each such area.
 - 4. Detailed engineering plans on how the developer or proposed customer proposes that water and sewer services be provided, including cost estimates of all facilities.
 - 5. Any other pertinent facts that will assist the District in considering the request for inclusion.
- E. The proposed development schedule.
- F. A complete description of all water rights associated with or acquired for the property, including proof of ownership, copies of all court decrees and well permits, etc.
- G. Upon request by the District, a full financial statement and balance sheet of the owner, developer or proposed customer, and an ownership and encumbrance report for the property.

5.11.2 **Petition Evaluation Reimbursement:** The petitioner for inclusion shall be responsible to the District for all costs, including engineering and attorney and legal fees and expenses, incurred on

behalf of the District in evaluating the petition, together with 100% of any amounts paid by the District to any other governmental entity which is required to review the proposal. The District may require additional deposits over and above that required by section 5.11.1 if the amount will exceed the original deposit. These costs shall be assessed regardless of whether a petition for inclusion of the property into the District is finally granted

- 5.11.3 **Hearing On Petition For Inclusion:** The District's Board of Directors shall conduct a hearing as provided by the Colorado statutes on whether the petition for inclusion should be granted or denied, in the whole or in part. The District's Board shall decide, in its sole discretion and judgment, whether the granting of the petition is in the best interests of the District's existing residents and property owners. The District's Board shall withhold entry of any final order approving inclusion until the developer or proposed customer have entered into an agreement which details the terms and conditions of inclusion and provides for payment of all fees and costs and sufficient security therefor. The District Board's action granting or denying the petition for inclusion shall be final and conclusive.

Section Six

6. SERVICE LINE CONSTRUCTION AND CONNECTION

- 6.1 **Required Permits And Fees:** No service line shall be constructed within the District nor connected to the District's water or sewer system until a connection permit has been issued by the District as provided in Section 9.7.
- 6.2 **Separate Service Lines:** A separate and independent service line shall be provided for every building, except out buildings, and except as otherwise provided herein, shall be installed at the expense of the property owner.
- 6.2.1 **Commercial Structures:** Each Commercial structure hereafter constructed shall have an individual service line and connection for each commercial unit in the commercial structure or if not divided into units then it shall have a separate service line and connection for each building.
- 6.2.2 **Interior Lots:** A single service line may be allowed where one building stands at the rear of another on an interior lot and no separate service line is available or can be adjoining alley, court, yard, or driveway. The service line from the front building may be extended to the rear building and the whole considered as one

service line, but the District does not assume any obligation or responsibility for damage caused by or resulting from any such single connection. The owner of the interior lot is responsible for obtaining the necessary permission or easement in order to connect to the service line located on the exterior lot.

- 6.3 **Meter Setting.** The District shall provide the appropriate water meter at the building owner's expense. Installation of appropriate size water meters shall be under the direct supervision of the District's Authorized Representative.
- 6.4 **Inspection:** The applicant for the water or sewer service line connection permit shall notify the District when the service line is ready for inspection and connection to the public system. The connection and testing shall be made under the supervision of the District Representative. The entire length of the trench containing the service line, from the building to the public system, or a main line extension shall not be backfilled until inspection has been made by the District Representative; however, the owner will continue to be responsible for any costs, expenses or damages resulting from improper connection or construction.
- 6.4 **Design And Construction Specifications:** Service lines shall be installed in accordance with the specifications set forth in Appendix B attached hereto and incorporated herein by this reference. All contractors, licensed plumbers and others doing work within the District shall comply with these requirements.
- 6.5 **Contractor Qualifications:** All contractors and subcontractors shall be approved by the District Representative prior to commencing work on any water or sewer facilities, mainlines, or service lines within the District. Connection shall be made by bonded, licensed plumbers or pipe layers, but plumbing contracted by a licensed master plumber may be performed through journeymen plumbers or apprentices under his direction. The District assumes no responsibility for work performed by general or subcontractors or their agents.
- 6.6 **Backflow Preventers:** Backflow preventers are required on all properties served by the District that use potable water for irrigation purposes. All backflow preventers and the installation of the same shall be approved by the District. The Customer and Owner shall install, operate, test, and maintain the backflow preventer as required by the District. The District reserves the right to test or otherwise inspect the installation and operation of any backflow preventer at any time. If the District discovers the backflow preventer is not properly operating and/or maintained, the District will initiate procedures against the Customer and Owner (if different than Customer) responsible for the backflow preventer to obtain compliance

with these Rules and Regulations.

- 6.6.1 Commercial Customers: Customer shall provide the District, on an annual basis, with certified test results of the backflow preventer. Tests shall be performed on the device at a minimum of one (1) time per year or at any time the District reasonably believes that the backflow preventer may not be operating properly.

Test results shall be submitted to the District's office between April 1 and May 31 of every year and shall be in conformance with either the American Backflow Prevention Association ("ABPA") or the American Society of Sanitary Engineering ("ASSE") regulations. Customer or Owner (if different than Customer) is required to test the backflow preventer using a certified ABPA or ASSE tester. As of May 1, 2014, the District's "Backflow Assembly and Test Maintenance Report" will be the only accepted test report format. The report is available for download at www.cottonwoodwater.org.

- 6.6.2 All Customers - Residential, Multi-Family, and Commercial: Backflow preventers are to be installed in a location that is readily accessible to the District personnel so as to facilitate inspection, testing, maintenance, and repair. All backflow preventers shall be installed downstream of the water meter.

If unprotected cross connections exist on the property, or if any defect is found in an installed backflow preventer, or if a backflow preventer has been removed or bypassed, service shall be discontinued to the property until such conditions or defects are remedied to the satisfaction of the District. Prior to such discontinuation of service, the District will provide seventy-two (72) hour Notice of Violation as detailed below, unless the backflow preventer may pose an imminent hazard to health, safety, or welfare of the District-owned facilities and its customers.

For backflow preventers operating irrigation systems, the District may suspend water service intended only for irrigation upon written notice to the Customer or Owner (if different than Customer) to correct the practice. The District will proceed to turn off water service until such time the violation has been cured and the District has received adequate

assurances of future compliance with the Rules and Regulations.

- 6.6.3 Notice of Violation: Whenever the operation or maintenance of a backflow preventer is in violation of the provisions of these Rules and Regulations or otherwise causes or threatens to cause a condition of contamination, the District may issue a written notice to the Customer and Owner (if different than Customer) to correct the problem within seventy- two (72) hours of the notice. If the problem is not corrected within such time, the District may elect to fix the backflow preventer and bill the Customer and Owner (if different than Customer) for any costs incurred in such repair.

When a backflow preventer is in violation of the Rules and Regulations and, in the District's sole discretion, may pose an imminent hazard to health, safety, or welfare of the District-owned facilities and its customers, the District may immediately disconnect the water service line without prior notice. The Customer or Owner may request a public hearing regarding the District's intent to revoke service in accordance with Section 12.4.1.

- 6.6.4 Fees and Charges for Cleaning or Repair: In the event that an improperly operated or maintained backflow preventer causes or may cause a hazard to health, safety, or welfare of the District-owned facilities or its customers or any other impairment to the District's facilities, the District may assess a charge against the Customer and Owner for the work required to inspect, maintain, operate, and repair the backflow preventer. In addition, all of the costs incurred by the District, including any expense, loss, damage, or attorney fees, occasioned by such violation shall be charged against the property and, until paid shall constitute a perpetual lien against the property in accordance with Section 9.22.4.
- 6.6.5 Inspection: The District Manager, Superintendent; or a Representative bearing proper credentials and identification may enter upon private property within the District for the purpose of inspection, maintenance, and repair of the backflow preventer and may terminate service to the property in which a violation of any of these Rules and Regulations is found to exist pursuant to the procedures set forth herein and in

Section 12.

Section Seven

7. **MAIN LINE EXTENSIONS**

- 7.1 **Required Permits And Fees:** No main line shall be constructed within the District until a main line construction permit has been issued by the District as provided by Section 9.8.
- 7.2 **Design And Construction Specifications:** All line extensions, including special structures required to insure proper operation of the line extension, shall be designed and constructed according to the District Manager's or Superintendent's specifications, and under the District supervision. Said specifications shall comply with the District's construction specifications, unless provided otherwise. Prior to the District's acceptance of the lines, reproducible as-built drawings shall be provided, or reasonable provision made therefore.
- 7.3 **Location Of Line Extensions And Additions:** When possible, line extensions shall be installed in roads or streets which the County, State Highway Department or other public agency has accepted as public right-of-way or in easements granted to the District. Where water and sewer mains cannot be installed in a street, private drive or common area, and must be installed in easements between adjacent pieces of property, the lines will terminate at the point determined by the District.
- 7.4 **Conveyance Of Title And Easements:** Proposed customers who have completed construction of main line extensions shall, before these lines are accepted by the District, deed these lines, associated easements and all appurtenances to the District free and clear of all liens and encumbrances. Prior to construction of a main line extension by the District, the proposed customer shall plat and grant to the District appropriate easements and rights-of-way necessary to cross land not being subdivided or under the proposed customer's control in which to construct the same. All easements shall be recorded in the Douglas County Clerk and Recorder's Office at the proposed customer's expense prior to construction.
- 7.5 **Line Extension Construction By The District:** All lines extensions which are, by the terms and conditions of a line extension permit, to be constructed by the District shall be contracted for by the Board with the contractor installing the lines being responsible to the Board. All associated construction costs shall be paid by the Board out of the pre-permit deposit made by the proposed customer. In the event the original deposit is insufficient, the proposed customer, shall upon notification, immediately deposit the balance due with the District to complete the

work. Upon completion of the work, the final cost shall be certified by the District's Engineer and any surplus refunded or deficiency made up by the developer or proposed customer. All daily inspection fees on lines required by any governmental authority shall be paid by the licensed plumber, contractor or others doing work within the District.

- 7.6 **Line Extension Construction By The Proposed Customer:** All line extensions which are, by terms and conditions of a line extension permit to be constructed by the proposed customer, shall be contracted for by the proposed customer with the contractor installing the lines being responsible to the proposed customer. All associated extension costs not incurred by the District shall be paid directly by the proposed customer. Nothing in this section shall be construed to negate the requirements that the proposed customer deposit construction and maintenance bonds with the District and that design and construction be under the District's supervision. In the event the original pre-permit deposit is insufficient to cover the associated line extension cost incurred by the District, the proposed customer shall, upon notification, immediately deposit the balance due with the District to complete the work. Upon completion of the work, the final cost to the District associated with the line extension shall be certified by the District's Manager and any surplus refunded or deficiency made up by the developer or proposed customer.
- 7.7 **Inspection:** During construction or extension of main lines, the District's Representative shall be notified, prior to back filling, when the main line is ready for inspection and approval. Inspection of construction of main line extensions shall be governed by the provisions of Section 6.3.
- 7.8 **Board Discretion Concerning Extensions:** Notwithstanding any provision of this Section, the District may, in its discretion, extend lines or approve extension under such conditions as the Board deems appropriate.

Section Eight

8. USE OF PUBLIC SEWER SYSTEM

- 8.1 **Policy:** Except as hereinafter provided, no person shall discharge, or cause to be discharged, to any sewer main, any special or prohibited sewage (as hereinafter defined) or any harmful or deleterious waters or wastes, whether liquid, solid, or gas, capable of causing obstruction to the flow in sewer, damage or hazard to structures, equipment and personnel of the sewage works, or other interference with the proper operation of the sewage works.
- 8.2 **Classification Of Sewage:** This section of the Rules and Regulations shall provide the basic policies of the District for classification of sewage and for control of discharge of sewage into the sanitary sewer system. It shall

be the policy of the District to classify sewage into three main categories termed “normal sewage,” “special sewage,” “prohibited sewage,” as hereafter defined. The classification of sewage shall be the responsibility of the Manager and shall follow recommended procedures of the State Department of Health and, subject to approval of the Board, shall be final and binding.

- 8.2.1 **Normal Sewage:** Normal sewage shall mean sewage which can be treated at the District’s sewage treatment works without pre-treatment and within normal operating procedures, and which, when analyzed, shows by weight a daily average of not more than 300 parts per million of suspended solids and not more than 250 parts per million B.O.D.
- 8.2.2 **Special Sewage:** Special sewage shall mean any sewage which does not conform to the definition of normal sewage, but which can be treated by the District after pre-treatment by the customer or by utilization of special operating procedures by the District at the sewage treatment works.
- 8.2.3 **Prohibited Sewage:** Prohibited sewage shall mean any sewage which may be reasonably anticipated to have a deleterious effect upon the sanitary sewage system, or any persons or property and therefore, in the opinion of the District, cannot be serviced by the District.

No person(s) shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:

- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- (b) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any municipal system, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.
- (c) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage treatment works.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other deleterious effects on the sewer system and interference with the proper operation of the wastewater facilities such as, but not limited to, unground garbage, and ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

8.3 **Special Sewage:** The admission into the public sewers of any special sewage shall be subject to the review and approval of the Board, which may prescribe limits on the strength and character of such sewage.

8.3.1 **Pre-treatment:** Where necessary, in the opinion of the Board, the owner shall provide, at his expense, such pre-treatment facilities as may be necessary to treat such special sewage prior to discharge to the sewer main. Plans, specifications, and any other pertinent information relating to proposed pre-treatment facilities shall be submitted for the approval of the District and of the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where pre-treatment facilities are provided for any special sewage, they shall be maintained continuously in satisfactory and effective operation by the owner, at his own expense.

8.3.2 **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. All measurements, tests, and analysis of the characteristics of waters and wastes shall be at the owner's expense and determined in accordance with "Standard Methods for the Examination of Water and Sewage" and shall be determined at the control manhole, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the sewer main to the point at which the service line is connected.

8.4 **Prohibited Sewage:** The admission into the public sewers of any prohibited sewage is prohibited. Prohibited sewage shall include clear water injected into the sewage system by means of a drainage collection system. Said drainage water is detrimental to the sewage system since it interferes with the District's volume capacity and with the biological

process necessary to proper treatment, unless specifically authorized by the District.

8.4.1 **Unpolluted Waters:** Storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water, unpolluted industrial process waters or any other unpolluted water may not be introduced to any sanitary sewer.

8.5 **Analysis Of Sewage:** The Manager shall be responsible for all sampling, testing, analysis and classifying of sewage. Testing and analysis shall be determined in accordance with “Standard Methods for the Examination of Water and Waste Water” latest edition. Results of tests shall be made available to the customer at the District’s office.

8.6 **Grease, Oil And Sand Interceptors:** All sewer service lines from commercial and industrial buildings or facilities shall contain grease, oil and sand interceptors of a design recommended by the Colorado State Board of Health, Uniform Plumbing Code, unless the District determines otherwise. Interceptors shall also be required when, in the opinion of the District Representative, they are necessary for the proper handling of special sewage or liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients; such interceptors shall not be required for common and ordinary private living quarters or dwelling units. Where installed, the District is given the authority to inspect the interceptors, and such interceptors shall be maintained by the user or owner, at his expense, in a continuously efficient operation at all times.

8.6.1 **Grease, Oil and Sand Interceptors: Enforcement:** If the District discovers the grease, oil, or sand interceptor is not properly maintained, the District will initiate procedures against the Customer and Owner (if different than Customer) responsible for the grease, oil, or sand interceptor to obtain compliance with these Rules and Regulations.

8.6.1.1. **Notice of Violation:** Whenever the operation or maintenance of a grease, oil, or sand interceptor is in violation of the provisions of these Rules and Regulations or otherwise causes or threatens to cause a condition of contamination, pollution, or nuisance, the District will issue a written notice to the Customer and Owner (if different than Customer) to correct the practice within seventy-two (72) hours of the notice. If the practice is not corrected within such time, the District may elect to clean the grease, oil, or sand interceptor and bill the Customer and Owner (if different than Customer) for any costs incurred in such cleaning. The District also may notify the Colorado Department of Public Health and Environment and

turn off water service or disconnect the sewer service line from the sewer collection system, until such time as the violation has been cured and District has received adequate assurances of future compliance with the Rules and Regulations. Because operation of a grease, oil, or sand interceptor in violation of the Rules and Regulations may post an imminent hazard to health, safety, or welfare of the District-owned facilities, the District may immediately turn-off water service or disconnect the sewer service line. The Customer or Owner may request a public hearing regarding the District's intent to revoke service in accordance with Section 12.4.1. In addition, all of the costs incurred by the District, including any expense, loss, damage, or attorney fees, occasioned by such violation shall be charged against the property and, until paid shall constitute a perpetual lien against the property in accordance with Section 9.22.4.

8.6.1.2. **Fees and Charges for Cleaning or Repair:** In the event that an improperly operated or maintained grease, oil, or sand interceptor causes an obstruction, damage, or any other impairment to the District's facilities, the District may assess a charge against the Customer and Owner for the work required to clean or repair the District's facilities and add such charge to the Customer and Owner's sewer service charge. Pursuant to Section 9.22.4., all charges assessed under this subsection shall be a perpetual lien upon the property to which said service is provided or requested from the time when due until paid.

8.6.1.3. **Inspection:** The District Manager, Superintendent, or a Representative bearing proper credentials and identification may enter upon private property within the District for the purpose of inspection and maintenance of grease, oil, or sand interceptors and sewer facilities and may terminate service to the property in which a violation of any of these Rules and Regulations is found to exist pursuant to the procedures set forth herein and in Section 12.

Section Nine

9. PERMITS, FEES AND CHARGES

9.1 **Policy:** The rates, charges and other information shown herein shall apply only to customers inside the District and shall in no way control the rates, charges, and other requirements applied to service which the District may choose to provide outside the District in the future.

Said rates and charges as herein established shall remain in effect until modified by the Board under the provisions of these Rules and

Regulations and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from partially modifying rates and charges or from modifying any classification.

- 9.2 **Type Of Service Rates:** Water service shall be metered by the District. Sewer service shall be metered as described in Appendix A except for industrial or commercial service of unusual characteristics, which shall be metered. The cost of all such metering equipment shall be paid by the applicant for the service.
- 9.3 **Classification Of Customers:** For the purpose of levying fair, reasonable, uniform and equitable charges, the following classifications and appropriate definitions are provided:
- 9.3.1 **Single Family Dwelling:** A single family dwelling (equivalent residential unit, "EQR") shall be construed as a living unit suitable for occupancy of one or more individuals of a family, comprising either a separate and unattached structure from any other dwelling unit.
- 9.3.2 **Multiple Family Dwelling:** A multiple family dwelling shall consist of a single structure or structures wherein more than one family unit exists, such as townhomes, condominiums, and apartments.
- 9.3.3 **All Other Categories:** All other categories of use shown on the rate schedule attached hereto as Appendix A shall be given their customary meanings. Any controversy concerning definition of categories shall be resolved by the Board of the District in its sole discretion.
- 9.3.4 **Unclassified Service:** Whenever a structure represents a classification not contemplated by these Rules and Regulations, the Board, at its sole discretion shall establish fair, reasonable and equitable fees and charges for said structure.
- 9.4 **Tap Permit:** Any person requesting service shall file a tap permit application and pay the applicable tap permit fee. For all structures other than single family residences, building plans shall be submitted which must include the building requirements for potable water, fire protection and sewer. Upon approval by the District, a tap permit number will then be issued to the owner. In every case, no service shall be allowed until a tap fee has been paid.
- 9.4.1 **Tap Permit Fee:** A water or sewer tap permit fee shall be charged to all customers of the District and shall be paid before a tap permit

is issued. Tap fees shall be calculated to recover all expenses and costs associated with providing water or sewer service, shall be assessed as provided for in the Schedule of Fees and Charges attached hereto as Appendix A. Tap fees shall be non-refundable. Tap permit fees for which connection to the District's facilities has not been made within one year from the date of issuance of the tap permit, or one year from the adoption of these revised Rules and Regulations, whichever is longer, (including those pre-paid taps in existence on the date of adoption of these revised Rules & Regulations) may be subject to an additional surcharge for fees or charges incurred by the District in providing such service, unless the District otherwise specifically agrees in writing.

9.4.2 **Payment Of Tap Fees:** Subject to the terms of individual agreements with the District, all tap fees due to the District shall be paid at the earlier of the issuance of the building permit or at the time of connection of the service line to the District's system. Failure to make timely payment of the applicable tap fee shall result in the imposition of a Late Tap Payment Fee as provided in Appendix A.

9.4.3 **Amended Tap Permits:** Anytime a tap permit has been issued, and subsequent thereto the meter size is changed, or the classification of the property or level of service needed under said permit is changed or recalculated by the District, so as to increase the level of service necessary, the quantity of water or sewage, or amount of water treatment necessary, the owner shall apply for an amended tap permit and pay such additional fee as applicable.

9.5 **Irrigation Tap Permit And Fee:** Prior to installing a separate water connection to the public main for an irrigated area, the owner shall apply for an irrigation tap permit and pay the required tap fee. The District's Board shall then consider, in its sole discretion, whether to grant each irrigation tap permit.

9.6 **Raw Water Tap Permit and Fee:** Prior to installing a separate water connection for raw water, the owner shall apply for a raw water tap permit and pay the required tap fee. The District's Board shall then consider, in its sole discretion, whether to grant each raw water tap permit.

9.7 **Connection Permits:**

9.7.1 **Fees To Be Paid:** No connection permit shall be issued to the customer until the appropriate tap fees, inspection fees, performance bonds and guarantees, fees for water meter installation and initial meter reading, if applicable, have been paid,

and funds estimated to cover the cost to the District associated with the connection deposited with the District, and a tap permit issued for the property or building to be served by the connection. No new services shall be furnished to the customer until all outstanding debts to the District, and special fees as hereinafter provided, have been paid to the District. A developer shall pay all tap fees for his development at the prevailing rate, subject to any contractual agreements.

9.7.2 **Connection Permit Application:** No connection permit will be issued an application form, properly completed, supplemented and signed has been filed with the District by the owner(s) or its agents. Prior to approval of the application, the applicant shall submit and have approved by the District the engineering design and construction plans for the proposed service line and connection.

9.7.3 **Expiration:** Connection permits shall expire one (1) year from the date of issuance where the authorized connection has not been made during such time, unless extended by the Board upon written request.

9.8 **Main Line Extension Permits:**

9.8.1 **Fees To Be Paid:** No main line extension permit shall be issued to the customer until a main line extension permit fee, performance bonds and guarantees have been paid, and funds estimated to cover the cost to the District associated with the main line extension deposited with the District. No new services shall be furnished to the customer until all outstanding debts to the District, and special fees as hereinafter provided, have been paid to the District. A developer shall pay all tap fees, and other fees and charges provided for herein, for his development at the prevailing rate.

9.8.2 **Main Line Extension Permit Application:** No main line extension permit will be issued until an application form, properly completed, supplemented and signed has been filed with the District by the owner(s) or its agent. Prior to approval of the application, the applicant shall submit and have approved by the

District the engineering design and construction plans for the proposed service line and connection. The Board may give preliminary approval of an application based upon terms and conditions which may allow design and construction specifications to be agreed upon by the District Representative. The Board shall specify whether approval of an application is conditioned on

construction of the main line extension by the District or by the proposed customer, and any other terms and conditions of such approval.

9.9 **Inspection Fees:** At the time of applying for a connection permit, an applicant shall pay an inspection fee as provided for in Appendix A which shall approximate the cost to the District to conduct such inspection.

9.10 **Associated District Construction Costs and Fees:** All costs and fees of new construction, reconstruction or enlargement of any water or sewer system facilities, including all associated planning, engineering, administration and attorney's fees, which are necessary to provide new, different or additional water or sewer service within the District's service area (including but not limited to service lines, main lines and water or sewage treatment works) , shall be paid by the customer(s) of the property or building to be serviced. After approval of an application, but prior to the issuance of any necessary permits or commencement of any such work, the applicant shall deposit with the District sufficient funds to cover all of the District's estimated cost associated with such work.

9.10.1 **Performance Bonds:** Any person constructing water or sewer system facilities to be conveyed to the District, or within the public right-of-way, or any public or private easement granted to the District for such purpose, shall furnish to the District a performance bond equal to one hundred (100) percent of the construction costs, or a letter of credit, cash deposit or other financing acceptable to District. When the proposed customer is to be responsible for such construction, such performance bond or other financing arrangement shall hold the District harmless for payment to the contractor. The property owner shall indemnify the Board for any loss or damage that may directly or indirectly be occasioned by the installation of the water or sewer service.

9.10.2 **Guarantee:** Prior to acceptance by the District, any person constructing water or sewer system facilities to be conveyed to the District, or within the public right-of-way, or any public or private easement granted to the District for such purpose, shall guarantee or cause its contractor to guarantee to the District the construction against faulty workmanship and materials associated with such construction for a period of one year from the date of acceptance by the District of the lines shall also be provided. A performance and maintenance bond or other security acceptable to the District shall be furnished as such a guarantee. Inspection and approval by the District of any such facilities shall not relieve the guarantor from compliance with these provisions.

- 9.11 **Unauthorized Connection Fees:** An unauthorized connection penalty shall be payable by persons connecting to a District line without prior payment of tap fees or inspection fees, approval of connection permit or adequate inspection of lines. Should the District determine that disconnection, or turning off of service, is necessary because of the unauthorized connection, prior to reconnection or turning on service, all unauthorized connection fees, and any other outstanding fees or charges, a reconnection fee and all costs associated with such disconnection and reconnection must be paid.
- 9.12 **Service Charges:** Upon the securing of a connection permit for service and upon payment of the tap fee, service charges shall commence at the time of meter installation. Whenever possible, service charges will be directed to the user/occupant, though the owner of the property remains ultimately liable for such charges. When a condominium association exists for a number of units receiving service from the District through one meter, said condominium association shall receive a bill for all units serviced by the association. In no event shall the District be obligated to bill the owners of individual units within a condominium unless service to each unit is metered separately.
- 9.12.1 **Calculation Of Service Charges:** Service charges shall be paid by all customers as provided in the schedule of fees and charges attached hereto as Appendix A.
- 9.12.2 **Surcharge For High Strength Wastes:** A surcharge fee shall be paid by all customers who discharge high strength wastes as provided in the schedule of fees and charges attached hereto as Appendix A.
- 9.12.3 **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 said rates.
- 9.12.4 **Payment Of Service Charges:** Statements for service charges shall be sent out on a monthly basis. Charges for late payments, turn-on, turn-off, etc., shall be added to such statements. Statements shall be payable upon receipt.
- 9.13 **Temporary Service Fee:** The Board may allow, in its sole discretion, connection to provide temporary water and/or sewer service if it determines that good cause for such connection has been shown. Persons seeking temporary service from the District for property within the District shall submit an application for temporary service. Upon approval by the

District, a service charge fee for a temporary connection will be calculated.

- 9.14 **Fire Protection System Standby Fee:** The District shall assess a fee for a fire protection system (standby water). The fees are described in Appendix A.
- 9.15 **Raw Water Service Fee:** The Board may allow, in its sole discretion, a connection to provide raw water. Upon approval of the connection by the District, a service charge fee for the raw water will be calculated.
- 9.16 **Turn-Off-Service Fee:** Whenever service is turned off, either for voluntary reasons such as vacation or vacancy of rental property, or involuntary reasons such as delinquency of payment or violation of the District Rules and Regulations, a turn-off-service fee shall be charged.
- 9.17 **Readiness-To-Serve Fee:** A readiness-to-serve fee shall be charged for all properties which have had service installed, but for which service is turned off, whether such turn-off is voluntary or involuntary. The readiness-to-serve fee shall be the same amount as the service availability fee.
- 9.18 **Turn-On-Service Fee:** When service has previously been involuntarily turned off by the District, a turn-on-service fee shall be charged prior to the District's turning on service. A turn-on-service fee shall not be charged when service has been voluntarily turned off at the request of the customer; the payment of the voluntary turn-off-service fee being deemed as covering the subsequent turn on request.
- 9.19 **Service Availability Fees:** As determined to be necessary by the Board, the District may assess availability of service or facilities fees upon providing notice of the meeting to consider such fees. Availability of service or facilities fees shall be assessed solely for the purpose of paying principal and interest on any outstanding indebtedness or bonds to mature and accrue during the annual period within which such fees are payable. Property shall be considered as having water or sewer service available for purpose of assessing service availability fee when District water and sewer main are installed in a public right-of-way, easement, private drive, or common area within 100 feet of a property line or corner.
- 9.20 **Capital Finance Fees:** As determine to be necessary by the Board, the District may assess a capital finance fee upon providing notice of the meeting to consider such fees. Each year during the budgetary process, the Board shall determine the amount to be raised by the capital finance fee for the subsequent budget year. Prior to the beginning of the subsequent budget year, the Board shall calculate the portion of the total figure adopted by the Board to be allocated to each property within the District.

Each allocation shall be based on the percentage of the fixed assets of the District that the property can be reasonably expected to use, either based on current actual use if the property is fully developed, or what the property could reasonably expect to use under the current zoning at full development. The monthly capital finance fee shall be due and payable on a basis of 1/12 of each separate property's total annual allocation. The fee shall be due and payable at the same time and in the same manner as the District's other fees.

9.21 **Capital Recovery Fee:** All properties within the District which are either exempt or not subject to the District mill levies for debt service shall be required to pay a monthly capital recovery fee to be determined after calculating a unit burden of debt payment for each water and sewer tap issued to a non-exempt entity, and applying the same burden to each water and sewer tap held by the tax exempt entity. The actual calculation is as follows: (a) multiply District non-exempt assessed valuation for the calculation year times the District's will levy; (b) divide this result by the number of issued water and sewer tap equivalents; (c) multiply this result by the number of water and sewer tap equivalents held by the tax exempt entity; and (d) divide the previous result by 12. The capital recovery fee shall be due and payable at the same time and in the same manner as the other District fees. The capital recovery fee shall be calculated each fall during the budget process for the subsequent budget year. The fee may be adjusted during the course of a budget year, if the number of tap equivalents for the exempt entity changes. The District shall require all new non-residential customers to sign an agreement which will bind their property to pay this capital recovery fee in the event the property is or ever becomes owned by a tax exempt entity or governmental body. The aforementioned agreement shall run with the land and shall to be filed in the real property records at the Douglas County Clerk and Recorder's office.

9.22 **Billing Procedure:**

9.22.1 **Service Charges, Readiness-To-Serve And Service Availability Fees:** Statements of service charges, readiness-to-serve and service availability fees will be mailed monthly. Except as specifically provided by written agreement between the District and an owner, all service charges are due upon receipt. Payment not received at the office of the Cottonwood Water and Sanitation District by the twenty-fifth (25th) day of the month after billing are delinquent.

9.22.2 **All Other Charges And Fees:** Except as specifically provide by written agreement between the District and an owner, tap permit fees, inspection fees, turn-off and turn-on service fees, fees for water meter installation and maintenance, performance bonds and

guarantees, funds estimated to cover the cost to the District associated with any construction, and all other fees and charges are due when application for such permit or approval is made, or the task requiring the fee or charge is initiated, whichever occurs first. All such charges and fees not paid when due are delinquent.

- 9.22.3 **Delinquent Charges And Fees:** All fees and charges not paid within thirty (30) days shall be considered delinquent and will be assessed interest at the rate of one (1%) percent per month, plus all costs and attorneys fees associated with the collection of delinquent charges and fees. If such fees or charges are delinquent, the District may stop service to the property after providing notice of a hearing, as provided for in section 12.4.1 on the proposed termination of service. The account must be paid in full; partial payments will not be accepted as settlement of the account to avoid discontinuance of service. In addition, the District may either certify the delinquency to the County Treasurer or initiate lien foreclosure proceedings.

The District assumes no responsibility for agreements between owners and occupants and vendors and vendees.

- 9.22.4 **Liens For Unpaid Charges And Fees:** All charges and fees shall be charged against the owner or customer of the property served and shall be a perpetual lien upon the property to which said service is provided or requested from the time when due.
- 9.22.5 **Returned Check Fee:** Any check or other negotiable instrument tendered to the District for payment which is returned to the District and dishonored for any reason whatsoever shall be subject to a \$15.00 returned check fee.

Section Ten

10. WATER CONSERVATION

- 10.1 **Waste:** Water supplied by the District shall be used only for beneficial uses. Waste of water shall not be permitted. The District may adopt rules and policies for best practices to avoid water waste at any public Board meeting, in the same manner as amendments to these Rules.
- 10.2 **Water Conservation Orders:**
- 10.2.1 **Board Orders:** The Board may adopt water conservation orders temporarily regulating, restricting or curtailing use of water by those served by the District's water system at any public Board

meeting, if the Board determines that such orders promote the health, safety and welfare of the inhabitants, property owners and visitors for the District including, without limitation, to regulate use of a limited water supply and to encourage sustainable and efficient use of water.

- 10.2.2 **District Manager Orders:** Upon a determination by the District Manager that the District is facing an immediate shortage in its water supply that threatens the health, welfare, and/or safety of the inhabitants, property owners and visitors of the District and requires immediate action, the District Manager is empowered to institute orders regulating, prohibiting or curtailing uses of water by those served by the District's water system. Such water conservation orders shall be presented to and approved / ratified or repealed by the District Board of Directors at the next regular or special Board meeting.
- 10.2.3 **Terms of Orders:** If necessary, the Board or the District Manager may prohibit or limit certain non-domestic uses, irrigation uses, in-house uses and/or other uses of water from the District's facilities. Water Conservation orders shall be uniformly applied to all similarly situated water customers within the District's service area. Nothing herein will constrain the District's authority to regulate different categories of water users differently. The District may modify water conservation orders to adapt to the changing conditions causing the water shortage change.
- 10.2.4 **Effective Date Of Water Conservation Orders / Notification of Customers:** Water conservation orders shall be effective immediately upon being approved. The District shall post a copy of the water conservation order on the District's website and will provide all water customers with a mailing (e.g. postcard, newsletter insert, etc.) or email for those water customers receiving electronic bills, that summarizes the restrictions contained in the water conservation order and contains a reference to the full conservation order on the District's website. Failure to receive any such notice shall not relieve the customer from compliance. All water conservation orders, including modified orders, will remain in effect until the District determines that the water shortage problem has ended, as evidenced by notice posted on the District's website, or until the water conservation order expires by its own terms.
- 10.2.5 **Public Meeting To Consider Water Conservation Orders:** The Board shall consider approval of a water conservation order at a public meeting. Notice of this public meeting shall be posted as required by law, with the agenda listing consideration of a water

conservation order. At the public meeting, the Board will consider public comments and staff recommendations with respect to the water conservation orders, and shall determine what modifications, if any, need to be made to the orders. If any material modifications are made to a water conservation order, the District will notify water customers using the methods described in Section 10.2.4.

- 10.3 **Use Of Water Conservation Devices Encouraged:** The District encourages the use of water conservation devices for all properties served by the District's water supply.
- 10.4 **Enforcement:** The person or entity billed for water service to any given premises, whether owner or occupant, and any person using water supplied or delivered by the District's system, shall be responsible for compliance with the above-mentioned conservation orders, and proscription against waste. Violations, as determined by the District Representative, will subject such persons to penalties set forth in Appendix A for violation of water conservation policy. Appeals of such penalties may be made to the Board in writing, within ten days of imposition of the penalty. In addition, water service may be revoked for failure to comply with a District water conservation order or the proscription against waste, in accordance with Section 12.4 of these Rules.

Section Eleven

11. INSPECTIONS

- 11.1 **Powers And Authority Of Inspectors:** The District Manager, Superintendent, or Representative bearing proper credentials and identification shall be permitted to enter all private properties within the District for the purposes of reading meters and testing related to discharge to the public system, inspection, observation, measurement, sampling, repair, maintenance of any portion of the water or sewer system facilities lying within said properties, and related matters.
- 11.2 **Construction Inspection:** The District Manager, Superintendent, or Representative shall have the right to inspect and all work during construction to insure installation in accordance with District standards. After completion of construction of water or sewer lines, the District Superintendent or his Representative shall make a final inspection of construction as provided in Sections 6.3 and 7.7.

Section Twelve

12. ENFORCEMENT

- 12.1 **Prohibitions:** No unauthorized person shall turn on service from, uncover, make any connection or reconnection with, opening into, extend, use, alter, or disturb any public water or sewer main facilities or appurtenances, or fail to comply with these Rules and Regulations, or construct a main line extension without first obtaining a written permit from the District, paying all applicable fees and charges and complying with all applicable Rules and Regulation of the District. No unauthorized discharge of wastes, including the dumping or pumping of wastes directly into the District's manholes without the prior written consent of the District Manager, is permitted.
- 12.2 **Violations:** In case of violation of this Section, the District may revoke service, disconnect, turn off service, require the responsible person to disconnect, or return or require the responsible person to return the District's system to its original condition, and shall require payment of all applicable fees and charges provided by these Rules and Regulations and all costs associated with the violation, including any expense, loss, damage or attorneys fees occasioned by such violation by the responsible person prior to the District providing any service to any property or facilities owned, leased or occupied by the responsible party, whether or not such property or facilities are directly involved in the violation of this section. The District may, in addition to other remedies provided for in this subsection, assess a charge against the Customer and Owner (if different from the Customer) for the work required to clean or repair the District's facility and add such charge to the Customer and Owner's sewer service charge. The Section shall not be construed to limit the rights of the District to pursue other fees, charged, remedies or forms of relief provided in these Rules and Regulations and by other applicable law.
- 12.3 **Misdemeanor Offenses:** Any person who shall maliciously, willfully, or negligently, break damage, destroy, uncover, deface or tamper with any portion of the District's water or sewer system, or take water from the District's system, including fire hydrants, without written authorization, shall be charged with a misdemeanor, and upon conviction thereof, shall be fined in an amount as established by the court for each violation, along with whatever additional penalties as may be appropriate.
- 12.4 **Revocation Of Service:** Service shall be revocable by the District upon non-payment of valid fees or charges owing to the District, upon failure to comply with the Rules and Regulations of the District, or when the District Manager, Superintendent or Representative determines that an emergency exists and such revocation is necessary to protect the health, safety and welfare of the inhabitants and visitors of the District.
- 12.4.1 **Notice And Hearing:** In all cases except those involving an imminent hazard to the health, safety or welfare of the inhabitants

or visitors of the District, or to the District's water or sewer systems, the owner shall be given due notice of the opportunity to request a hearing prior to involuntary disconnection or termination of service. Any request for a hearing concerning the District's intent to revoke service shall be given in writing to the District Representative within ten (10) days of receiving such notice. Such notice shall be deemed to have been received by the customer upon the delivery of such notice to the owner's residence or business if located within the District and mailing notice to the owner's billing address, or if the owner neither resides nor does business within the District, three (3) days after the mailing of notice to the owner's billing address. Said hearing shall be held by the District at a regular or special meeting of the Board of Directors at which time the customer or owner shall have an opportunity to present testimony and evidence to the Board. Following said hearing, the Board's decision shall be final. Service to the property shall be revoked by disconnecting or blocking either or both the water and sewer lines serving the Property.

APPENDICES

A. Fee Schedule

B. Standards and Specifications
Sewer Service Line Construction
Water Sewer Line Construction and
Water Meter Installation

Daily field records of work performed, difficulties encountered, etc., and 4) protection of the District's interests.



**COTTONWOOD
WATER AND SANITATION DISTRICT**

C/O Mulhern MRE, Inc.
2 Inverness Drive East #200
Englewood, CO 80112
Office 303-649-985 – Fax 303-414-0671

Grease, Oil, or Sand Interceptor Inspection Form

Inspection Date: ___/___/___

Inspected by: _____

Business Name: _____

Business Phone: (____) _____

Type of Inspection: Grease trap Oil Trap Sand Trap

Inspection Results: Fail – Re-inspection scheduled on: ___/___/___
 Second Fail
 Pass

Comments:

The District has inspected your grease, oil, or sand interceptor and determined that it needs to be pumped. Failure to have your interceptor pumped puts you in violation of the Cottonwood Water and Sanitation District’s Rules and Regulations which requires the installation and regular maintenance of an approved grease, oil, or sand interceptor.

To ensure compliance, representatives from the District will return at the above mentioned date. You are hereby requested to complete the following:

1. Contact your interceptor pumping company and request service.
2. Attach a copy of the pumping company’s invoice to this notification.
3. Present this notification and invoice to representatives of the District when they return to re-inspect your interceptor.

If you have any questions regarding this inspection, please call the District inspector at _____

The undersigned representative of the business owner acknowledges receipt of a copy of this report and acknowledges that water service may be turned off and/or the sewer service line may be disconnected if the grease, oil, or sand interceptor is not properly maintained or operated in accordance with Cottonwood’s Rules and Regulations. If the required work is not performed by the date indicated, the District can clean the grease, oil, or sand interceptor out or contract to have it cleaned out and bill the Customer or Owner for the cost.

Business Contact Name:	Title:
Signature:	Date: