

RESOLUTION 2026- 06.18

**RESOLUTION OF THE BOARD OF DIRECTORS OF
COTTONWOOD WATER AND SANITATION DISTRICT
AMENDING ITS RULES AND REGULATIONS**

WHEREAS, Cottonwood Water and Sanitation District (“District”) is a special district and political subdivision of the State of Colorado, acting pursuant to certain powers set forth in the Colorado Special District Act, §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, the Board of Directors of the District (“Board”) is authorized to adopt, amend, and enforce rules and regulations for carrying on the business and affairs of the District, § 32-1-1001(1)(m), C.R.S.; and

WHEREAS, pursuant to § 32-1-1006(6), C.R.S., state law permits water and sanitation districts to contract for solid waste and recycling services and to charge fees, rates, and charges for such services; and

WHEREAS, the Board has contracted with Waste Management (WM) to provide a community-wide trash and recycling program for those eligible in the District; and

WHEREAS, the District desires to amend its Rules and Regulations to add a Section Thirteen to the Rules and Regulations, as detailed in **Exhibit A**, providing for the administration of the trash and recycling program, who is eligible to participate, and the associated fees; and

WHEREAS, the District has conducted a public hearing on the proposed changes to the District’s Rules; and

WHEREAS, the Board finds that it is in the best interests of the public and the District to amend the Rules and Regulations as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
DIRECTORS OF COTTONWOOD WATER AND SANITATION DISTRICT AS
FOLLOWS:**

1. The Board hereby amends the District’s Rules and Regulations, as shown in **Exhibit A**, attached hereto and incorporated herein. This amendment to the Rules is effective immediately upon adoption of this Resolution. The Board directs the District Manager to post this Resolution and update the Rules and Regulations posted on the District’s website to incorporate the amendment.

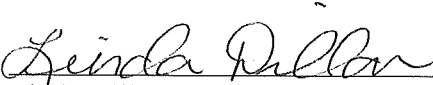
2. Except as set forth above, the Rules and Regulations remain in effect, without amendment.

Whereupon, a motion was made and seconded, and, upon a majority vote, this Resolution was approved by the Board.

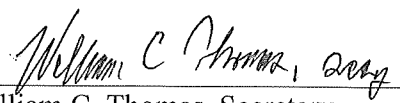
ADOPTED AND APPROVED this 18th day of June, 2026.

COTTONWOOD WATER AND SANITATION
DISTRICT

ATTEST:



Linda Dillon, President



William C. Thomas, Secretary

Exhibit A

The following amendments will be made to the Rules and Regulations of Cottonwood Water and Sanitation District.

- 1) Section 13 is added to the Rules and Regulations as follows.

June 2026

Cottonwood Rules and Regulations

Section 13

13. TRASH AND RECYCLABLES COLLECTION PROGRAM

13.1. Purpose and Authority. In 2026, the District implemented a residential trash and recyclables collection program (collectively the “trash services” or “Trash Program”) for residential properties not already receiving trash services from a homeowner’s association or metropolitan district. The purposes of the Trash Program are (a) to promote public health, safety and welfare by reducing the number of collection vehicles on public roadways, (b) to simplify service, provide cost efficiencies and uniformity, and eliminate the need for homeowners to enter into individual trash service contracts, (c) to provide reliable pickup of waste and recyclables, and (d) to increase recycling levels by creating a convenient, standardized curbside recycling program.

In enacting this Trash Program, the District is acting under § 32-1-1006(6), C.R.S, which authorizes the District to provide collection and transportation of solid waste, including residential waste services as defined in section § 30-15-401(7.5)(d), C.R.S. for and on behalf of the District, and to impose fees, rates, penalties and charges for the provision of such services. The Trash Program is intended to provide eligible residential customers with access to competitively priced waste and recycling collection services through a District-administered contract with a qualified service provider.

Although the Special District Act authorizes the District to require use or paying for residential waste services, the District has elected to make participation in the program voluntary at this time.

The purpose of this Section is to provide for the control, management, operation, administration, and enforcement of the Trash Program, including service requirements, customer obligations, fees and charges, inspections, and enforcement measures. The scope of this Section is limited solely to residential waste services. Nothing within this Section shall be construed to apply to wastewater services, or providers of nonresidential waste services.

13.2. Definitions. The following terms shall have the meanings set forth below and are intended to supplement the definitions provided in Section 2 of the District’s Rules and Regulations:

13.2.1. **Collection Contractor:** The solid waste and recycling collection company retained by the District to provide residential waste and recycling collection services.

13.2.2. **Eligible Property:** A residential property determined by the District to be eligible for participation in the Program, which shall consist of residential property (except for multi-family structures with 8 or more units) that does not receive trash and/or recycling collection services from a homeowners association or metropolitan district. A map of eligible property is available upon the District’s website or upon request from the District Manager.

13.2.3. **Participant:** The owner, tenant, or occupant of an Eligible Property enrolled in the Program.

13.2.4. **Recyclables:** Materials designated by the District for recycling collection (as may be updated by District notice) as eligible for recycling by the Collection Contractor.

13.2.5. **Trash:** Solid waste designated by the District as eligible for trash disposal collection, excluding prohibited materials as set by the Collection Contractor.

13.2.6. **Trash Program:** The Residential Trash and Recyclables Collection Program established by these Rules for the District.

13.2.7. **Service Address:** The physical address receiving collection services under the Trash Program.

13.2.8. **Waste Container:** A trash cart, recycling cart, or other collection container approved by the Collection Contractor.

13.3. Participation in Program.

13.3.1. **Property Eligible for Participation:** The Trash Program shall be available only to Eligible Property within the boundaries of the District. Participation in the Trash Program shall be voluntary, subject to Rule 13.7, unless otherwise determined by the Board through subsequent resolution or amendment of these Rules.

13.3.2. **Waste Containers:** Waste Containers for trash and recycling will be provided by the Collection Contractor to each Participant. Additional or larger waste containers may be available for an additional charge.

13.3.3. **Procedures:** Waste Containers may be placed curbside no earlier than 3:00 PM on the day prior to the scheduled pickup date. All trash and recyclables must fit within the Waste Container. Waste Containers shall be removed by 5:00 p.m. on the day following the scheduled pickup even if trash and/or recyclables were not picked up. Consult the Collection Contractor's website for information regarding holidays which may impact service.

13.3.4 **Prohibited Items:** Participants shall not dispose of any prohibited items through the Trash Program. Participants shall review the District website for information regarding items and materials that are prohibited, and consult with the appropriate resources from the Collection Contractor to ensure no excluded or prohibited items are placed for disposal in a Waste Container.

13.4. Opt-In and Opt-Out.

13.4.1. **Opt-In:** Eligible Property owners may only join the Trash Program during "opt-in" periods designated by the District Manager, by written notice on the form provided by the District.

13.4.2. **Opt-Out:** Customers may discontinue participation only during opt-out periods established by the District Manager or as otherwise permitted by the District. Requests for Opt-out (termination of participation) shall be submitted in writing on forms approved by the District.

13.4.3. **Transfer of Property:** Upon transfer of ownership or occupancy of an Eligible Property to an unrelated third party, the new property owner will be automatically enrolled as a new account holder in accordance with District procedures.

13.4.4. **Fees:** The Board may set Opt-in or Opt-out fees, as set forth in Exhibit A, Fee Schedule.

13.5. Program Costs.

13.5.1. Participants shall pay the rates, fees and charges for residential trash and recyclables collection set by the District, as included in Exhibit A, Fee Schedule. Participants are required to pay monthly fees for every month after joining the Trash Program, even if the home is unoccupied or the residents decide not to use the trash services, unless they officially Opt-Out of the Trash Program during an Opt-Out period.

13.5.2. All Program accounts shall be registered in the name of the owner of the Eligible Property or a legally authorized agent, who shall be held responsible for trash services payments. In cases where an owner may rent the Eligible Property, any agreement made between such property owners and a tenant shall not be binding upon the District and shall not relieve the property owner of this responsibility. All statements for trash and recyclables collection shall be included with the water and/or wastewater services invoice.

13.5.3. A Participant may incur optional rates, fees and charges, generally imposed by invoice from the Collection Contractor, if a Participant elects to have extra Waste Containers, or seeks other services from the Collection Contractor, such as removal or disposal of large or bulky items.

13.6. Penalty Provisions.

13.6.1. Program charges shall constitute lawful charges of the District. Amounts due shall be payable in the same manner as other District charges. Failing to timely pay any rates, fees, or charges, shall be subject to late fees, interest and enforcement pursuant to Section 9.22.3 and 9.22.4 of these Rules. In addition, all of the costs, fees and charges, including any expense, loss, damage, or attorney fees incurred by the District, 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.

13.6.2 In the event of violations of this Section 13, including without limitation disposal or attempted disposal of any prohibited items, the District may discontinue trash service, 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 fine, expense, loss, damage or attorneys fees incurred by the Owner, prior to the District providing any service to any property or facilities owned, leased or occupied by the Owner. 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.

13.7. Limitation of Liability; No Waiver of Immunities/Defenses.

13.7.1. The District does not warrant uninterrupted collection service. No claim for damage shall be made against the District, and the District and its officials and employees shall not be liable for damages resulting from interruptions of service, operational decisions, acts necessary to maintain the Trash Program, or circumstances beyond the District's control, except to the extent liability for negligence would otherwise exist under applicable law.

13.7.2. Nothing in this Section 13 or in any provision of the Rules and Regulations constitutes a waiver of sovereign immunity or any defenses the District may have, including under the Colorado Governmental Immunity Act.