

# COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

## RULES AND REGULATIONS



Adopted: December 2023

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# ARTICLE 1

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## GENERAL

### **1-1 SCOPE:**

These Rules and Regulations are promulgated pursuant to the authority granted in Section 32-1-1001(1)(m), C.R.S., as a comprehensive body of regulations governing the operations of the District and shall supersede and have priority over any and all informal practices or policies of the District, whether in written form or otherwise.

### **1-2 PURPOSE:**

The purposes for which this District was organized are, subject to all rights, powers, rules, regulations and policies of the District:

#### **1-2-1**

To construct, operate and maintain a domestic water distribution system and to provide a source of potable water within the area of the District as may be economically feasible from dependable and reliable source or sources from time to time;

#### **1-2-2**

To construct, operate and maintain a sanitary sewer (sewerage) system to collect, transmit, and treat wastewater within and from the area of the District; and

#### **1-2-3**

To construct, operate and maintain cost-efficient wastewater treatment facilities which consistently meet or exceed federal, state and local regulations, and which consistently provide a high level of water quality in the Ten Mile River Basin and downstream.

### **1-3 SERVICES AND FACILITIES:**

The services and facilities provided by the District consist of water mains and distribution lines and structures, sewer collection and transmission lines and structures, related equipment and fixtures, and appurtenances thereto, together with services necessary to the proper operation and maintenance thereof rendered to the District under contracts with other governmental entities and private consultants and contractors.

### **1-4 AREA SERVED:**

The area served and to be served by the District is the area included within the boundaries of the District as shown on the map thereof currently on file with the Board of County Commissioners of Summit County, Colorado, with the Division of Local Government of the Department of Local Affairs of the State of Colorado. Nothing herein shall be construed to obligate the District to provide service if: a) water is unavailable; b) it would be cost prohibitive to provide the service; c) providing new service would interfere with existing service commitments; or d) providing service would be hazardous or detrimental to the District or its users.

## **1-5 USAGE, TITLES, AND CROSS-REFERENCES:**

All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law shall be construed and understood according to such particular and appropriate meaning. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section or subsection set forth under each heading. Cross-referencing is done for convenience only; the absence of same does not necessarily mean that no other section applies, and the presence of a cross-reference note is not necessarily exhaustive.

## **1-6 AMENDMENTS; REPEAL; ADDITIONS:**

These Rules and Regulations are dated per the attached letter of adoption and effective as of that date. Additions and amendments to and repeals and reenactments of any of the provisions of these Rules and Regulations shall be made by Resolutions of the Board taking such action by specific reference to the Article, Part, Section and Paragraph number hereof. Upon the effective date of any such resolution, the District shall prepare new or reprinted pages incorporating herein the changes so enacted, and such new or reprinted pages shall be *prima facie* evidence of such action until such time as these Rules and Regulations, as subsequently amended, are readopted as a new set of Rules and Regulations.

## **1-7 PRIOR OFFENSES; CONTRACTS NOT AFFECTED:**

Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person, or any contract or right established or accruing before the effective date of these Rules and Regulations.

## **1-8 SEVERABILITY:**

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

## **1-9 DISTRICT SYSTEM:**

### **1-9-1 Ownership.**

The District exercises the responsibilities of full ownership of the existing District System and, in the future, may accept ownership responsibilities for only those additional facilities which have been formally conveyed to and accepted by the District in accordance with Article 6 below.

### **1-9-2 Operation and Maintenance.**

The District operates, maintains, repairs and replaces the District System. Such services include, without limitation, inspections of private premises upon such advance notice as is reasonable in the circumstances, in addition to periodic, systematic inspection and maintenance of District facilities. (Cross-reference: 9A-1 SERVICE LINES)

### **1-9-3 Repair Shut-offs.**

The District may, without notice and without liability to anyone, suspend service when necessary repairs to the District system require the same.

## **1-10 SERVICE OUTSIDE THE DISTRICT:**

The District has no obligation whatever to provide any service outside of its legal boundaries, except as provided in any agreement entered into prior to the adoption of this provision. The Board may permit connection to the District System by persons or entities located outside the District's legal boundaries, or lease or contract to provide excess capacity in lines owned by the District, but such permits, leases or contracts shall be in writing and shall provide for limitation on connections to whatever extent may be necessary to enable the District to meet its primary obligations to provide service to the residents of the District. All such permits, leases or contracts shall be subject to the Rules and Regulations of the District and shall contain payment terms sufficient for the District to be fully reimbursed for the costs of furnishing service, with an additional amount to be determined by the Board. Permits, leases or contracts, at amounts less than the above minimum, may be made if warranted by economics, but an agreement providing for such lesser amounts shall not extend for more than one year or shall be revocable by the District. (Cross-reference: 5-11 EXTRA-TERRITORIAL SERVICE)

## **1-11 CONNECTION REQUIRED:**

### **1-11-1 Requirement.**

Unless exempted by the Board for good cause and in conformity with applicable statutes and regulations, all improvements within the District Boundaries requiring water service or wastewater disposal service may be required to be connected to the District System if District facilities are within 400 feet of the boundary of the parcel of property on which such improvements are located. Such connection shall be made within 60 days after written notice to the Property Owner by the District, and any existing private water system shall be rendered inoperative, and any existing private wastewater disposal system, including but not limited to septic systems, vaults, tanks, grease traps, oil or sand traps or any other holding tank connected to wastewater disposal, shall thereupon be properly emptied, cleaned and filled with pea gravel.

### **1-11-2 Exemptions.**

During the construction of any improvements, temporary toilet facilities may be used in accordance with the regulations of the Summit County Health Department or of the Colorado Department of Public Health and Environment (CDPHE), but as soon as such improvement is connected to District facilities, such use shall be abandoned, and all evidence of such use properly covered or disposed of.

#### **1-11-2.1**

Where water service to any parcel of land is considered by the District not to be reasonably available at the time said landowner seeks water service from the District, said parcel of land may be served on a temporary basis with water from a well or wells to be constructed by the landowner at the landowner's expense, subject to the following limitations. Any such plan for an alternate supply of water must be approved by the District in writing which shall provide that, at such time as water is available, the landowner shall, on request by the District: (1) connect all of the property to the District's water system in accordance with these Rules and Regulations; and (2) consent irrevocably to the District's perpetual use of all water in aquifers underlying said parcel of land.

## **1-12 DUTY TO REPORT:**

Any person (1) who damages or alters any District facility; or (2) who causes or permits any foreign materials to enter the District System; or (3) who causes any obstruction in the flow of water or wastewater in any District facility, and any person who discovers, observes, or has reasonable cause to believe that any of the foregoing has occurred, shall immediately report the same to the District. (Cross-reference: 3-6-11 Failure to Report; 8-1-16 False Official Statement; Report)

### **1-13 NOTICE OF EXCAVATIONS:**

Except in "Emergency Situations" as defined herein, any person who excavates in any area where district facilities are located shall give notice to the district in person, by telephone, or in writing if delivered, of the commencement, extent, and duration of the excavation work, at least two business days prior to the commencement of the work, not including the day of actual notice, and shall, in addition notify the Utility Notification Center of Colorado (UNCC) to locate district facilities. If the exact location of district facilities is not verifiable based upon the district's records, the district will mark the surface or otherwise indicate the possible location based upon its best estimate of the location of the facilities. Any person proceeding to excavate after having received notice from the district that the district cannot make an accurate location must exercise due caution and care to prevent damaging any underground facility. Such due caution and care includes but is not necessarily limited to "Potholing" to a depth two (2) feet deeper than the maximum depth of the intended excavation to determine whether any underground facilities are present. For purposes of this §1-13, "Emergency Situations" include ruptures and sudden leakage of pipelines, explosions, fires, and similar instances where immediate action is necessary to prevent loss of life or significant damage to property, including but not limited to underground facilities, and advance notice of proposed excavation is impracticable under the circumstances. Any person performing emergency excavation shall take such precautions as are reasonable under the circumstances to avoid damage to underground facilities, and shall notify the district of such excavation as soon as possible, and shall comply with all additional notice requirements as provided by law. (Cross-reference: 3-6-17 Failure to Give Notice; 9B-1-4 Subsurface Structures; §9-1.5-102(2), 103(3), (4)(c)(II)(B), and (5), C.R.S.)

### **1-14 NO DAMAGES FOR FAILURE TO ENFORCE:**

The purpose of these Rules and Regulations is to establish an operating framework for the District and its users and connectors, for the exclusive benefit of the District. Nothing herein shall create any right to damages against the District, its Directors, officers, agents or employees for the District's failure to enforce these Rules and Regulations.

# ARTICLE 2

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## DEFINITIONS

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

### **2-1 ABANDON:**

To discontinue the use of any connection with the District System in such a manner or in such circumstances as to permit the reasonable inference that such connection is no longer needed or desired by the Property Owner, such as the destruction and non-replacement of improvements to which a service line had been connected.

### **2-2 ACTUAL COSTS:**

All direct and indirect costs attributable to any project or undertaking. Actual costs to the District include its engineering, legal, labor, material, equipment, administrative and overhead expenses calculated in accordance with the rates set forth in Appendix A hereto, and all direct payments to third parties, at cost.

### **2-3 BOARD or BOARD OF DIRECTORS:**

The duly constituted Board of Directors of the District.

### **2-4 BOD:**

Biochemical Oxygen Demand.

### **2-5 CDPHE:**

Colorado Department of Public Health and Environment.

### **2-6 CEU:**

Copper Equivalent Unit. This term is used to describe the basic unit of measurement for service availability and Tap Fee and Service Fee determination. The method of calculating the CEU rating for residential and commercial units is set forth in Appendix A.

### **2-7 CFR:**

Code of Federal Regulations.

### **2-8 CONTRACTOR:**

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

### **2-9 DEVELOPER:**

Any person who requests or desires to construct any System Improvement.

### **2-10 DISTRICT:**

Copper Mountain Consolidated Metropolitan District, Summit County, Colorado, and its manager, authorized employees, agents, officers, directors, insurers, and professional consultants.

### **2-11 DISTRICT ENGINEER:**

Licensed engineer who has contracted to do engineering work and consultation for the District.

**2-12 DISTRICT SYSTEM:**

The Plant, facilities, systems and assets owned or directly controlled by the District. As used herein, the term includes both water and sewer systems unless otherwise specified. Service lines and privately owned lift stations are not part of the District System.

**2-13 EPA:**

Environmental Protection Agency.

**2-14 FOREIGN MATERIALS:**

Objects or substances not normally and ordinarily transmitted by sanitary sewer facilities.

**2-15 FRONTAGE EXTENSIONS:**

Extensions of District owned water and sewer lines to any side of a lot or developer owned property that is adjacent to a street.

**2-16 GROUNDWATER:**

Water below the surface of the earth; including underground streams and percolating water.

**2-17 INCLUSION FEE:**

A fee charged for adding property to the District by reforming the District's legal boundaries to include the added property.

**2-18 INDUSTRIAL WASTES:**

The combination of liquid and water-carried waste discharged from any industrial processes, including the wastewater from pre-treatment facilities and polluted cooling water, as distinct from residential and commercial wastewater. Any waste material, the discharge of which requires a permit under Environmental Protection Agency or Colorado Department of Public Health and Environment Regulations.

**2-19 INSPECTION FEES:**

Fees assessed for time expended by the District Engineer, inspector or other agent for the inspection and observation of construction of new elements of the District System when the District is not itself contracting for the construction.

**2-20 LICENSED CONTRACTOR:**

Any person or commercial entity authorized by the District to perform work and to furnish materials within the District on the basis of a determination by the District Engineer and/or manager that that person's or entity's references and record of prior performance justify such authorization.

**2-21 MAIN:**

Any pipe and appurtenant facility of the District System used for carrying water (water main) or wastewater (sewer main).

**2-22 MAIN EXTENSION:**

The construction of any main, or the main itself, which is intended to become a part of the District System upon acceptance by the District in accordance with Article 6.

**2-23 MANAGER:**

Person employed by the District to act in a managerial capacity.

**2-24 NPDES:**

National Pollutant Discharge Elimination System.

**2-25 PERMITTED PREMISES:**

The land area and improvements thereto to which water and sewer service is limited under any particular Tap Permit.

**2-26 PERSON:**

Associations, corporations, firms, partnerships and bodies politic and corporate, as well as individuals.

**2-27 POTW:**

Publicly Owned Treatment Works.

**2-28 PRIVATE SEWER SYSTEM:**

Any and all lines, facilities and appurtenances for the collection of wastewater discharge from more than one building to a common sewer main or mains that connect to the District System but have not been accepted for ownership and maintenance by the District and are not part of the District System, including all such lines, facilities and appurtenances upstream from and including the wye or saddle fitting on the District's main or the wye within a manhole.

**2-29 PRIVATE WATER SYSTEM:**

Any and all wells, lines, conduits, facilities, and appurtenances for the distribution of water within the District that have not been accepted for ownership and maintenance by the District and are not part of the District System. Any connection between a private water system and any District water distribution facilities may be prohibited by the District.

**2-30 PROPERTY OWNER:**

Any person who, solely or with others, owns real property within the District. When property is owned by more than one person, the term includes all owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations. For purposes of clarity, the masculine singular pronoun is used in these Rules and Regulations to refer to Property Owner. In Article 6 hereof, the owner of Main Extensions and Appurtenant facilities is designated "Grantor."

**2-31 RECORD DRAWINGS:**

Representations of installation based on information available from construction observation, measurements, and construction contract requirements. The District does not warrant the accuracy of record drawings in its possession.

**2-32 RULES AND REGULATIONS:**

These Rules and Regulations, as amended from time to time by the Board of Directors.

**2-33 SANITARY WASTEWATER:**

The combination of liquid and water-carried wastes discharged from toilet and other sanitary plumbing facilities.

**2-34 SERVICE:**

The provision of water or sewer service by the District to a property.

**2-35 SERVICE LINES:**

Any pipe, system of piping and appurtenances used as a conduit between a connection to the District System and a residential, commercial or industrial improvement. Service Lines are owned by, and are the sole responsibility of, the Property Owner.

### **2-35-1 Sewer Service Lines.**

Any sewer lines or portions thereof beginning with the point of connection to the district's sewer main including the wye or saddle fitting, if any, on the District's Sewer Main, or the wye or other connection within a manhole intended or used to convey wastewater from Permitted Premises to the District Sewer System.

### **2-35-2 Water Service Lines.**

All pipe, fittings, and appurtenances which convey water from the District System to the plumbing of any improvement. The dividing point between the District System and privately-owned service lines is the end of the corporation stop tapped into the Main or, where applicable, the mechanical joint valve or tapping valve closest to the Main.

### **2-36 SEWAGE:**

See Section 2-52, Wastewater.

### **2-37 SEWER/SEWERAGE SYSTEM:**

See Article 2-11, District System. Also, may refer in generic sense to any facilities used to transmit wastewater.

### **2-38 SPECIAL SERVICE FEES:**

Fees imposed by the District for providing extraordinary water or sewer services for which it is inappropriate to charge the usual residential or commercial tap fees and services charges.

### **2-39 SUBSURFACE STRUCTURES:**

Any and all pipe, cable, conduits, wires, portions of buildings, drainage facilities and any and all other man-made things of any kind or nature, all or some part or portion of which is located below the surface of the ground.

### **2-40 SURFACE WATER:**

Water from rain, springs, melting snow, sprinkling systems, lakes, ponds, streams or any other source which lies upon or above the surface of the ground, whether or not in a defined location, course, or channel, and including water on and/or flowing from the roof or any part of any building or structure.

### **2-41 SWIMMING POOL DISCHARGE:**

Filter backwash effluent from any swimming pool conveyed to the District Sewer System.

### **2-42 SYSTEM IMPROVEMENT:**

Any addition or extension to, of or upon any Main or other portion or part of the District System.

### **2-43 TAP or SERVICE CONNECTION:**

The physical connection to a District main which, together with the Tap Permit for same, effects water or sewer service to any permitted premises, or water for irrigation.

### **2-44 TAP FEE:**

A fee imposed by the District as a prerequisite for connecting to the District water system or sewer system. This fee is based upon the total availability of services provided by the District and is not limited to, or a reflection of costs incurred in simply making the connection to the District System.

### **2-45 TAP OWNER OF RECORD:**

The person in whose name the tap is registered in the records of the District.

**2-46 TAP PERMIT:**

The written authority to make a Tap for water or sewer service to Permitted Premises from the District System.

**2-47 TECHNICAL STANDARDS AND SPECIFICATIONS:**

The provisions of the "Standard Specifications and Details" of these Rules and Regulations, which prescribe the minimum technical standards and related operating rules for the design, installation, construction, and maintenance of all water and sewer facilities, public and private, within the District.

**2-48 TSS:**

Total Suspended Solids.

**2-49 TURN-OFF/TURN-ON FEES:**

Fees assessed for turning water services on or off.

**2-50 UNAUTHORIZED TAP OR SERVICE CONNECTION:**

Any tap, which is made without having obtained a tap permit.

**2-51 USER:**

Any person who receives water service from the District or who discharges or causes the discharge of wastewater to the District System.

**2-52 WASTEWATER:**

The combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, including polluted cooling water.

**2-53 WATER SYSTEM:**

All facilities owned by the District and used for collecting, pumping, treating and delivering water.

# ARTICLE 3

---

## ENFORCEMENT AND ADMINISTRATION

### **3-1 DISTRICT AGENTS AND REPRESENTATIVES:**

The District Manager and any other employee of the District designated by the District Manager and the District Engineer shall have full authority to act for and on behalf of the District in any matter affecting the administration or enforcement of these Rules and Regulations.

### **3-2 RIGHT OF ENTRY FOR INSPECTIONS AND EMERGENCY CORRECTIVE MEASURES:**

Duly authorized representatives of the District bearing proper credentials and identification shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling, and testing, or to effect any emergency maintenance, repairs or corrective procedures, in connection with the enforcement and administration of these Rules and Regulations. This does not impose any obligation upon the District to affect any maintenance, repair or correction procedure. To the extent practicable, the District representatives will give notice to the occupant of any commercial or private residential premises prior to entry. (Cross-reference: Section 18-8-106, C.R.S.)

### **3-3 SUSPENSION OR TERMINATION OF SERVICE:**

In addition to and without waiving any other available remedy, the District shall have and may exercise the right to suspend or terminate service to any property where a violation of these Rules and Regulations has occurred.

#### **3-3-1 Suspension/Termination.**

The District may terminate service immediately and without notice upon revocation of any Tap or Discharge Permit, or suspend service when such suspension is necessary in order to stop or prevent an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, or causes interference or damage to District facilities, or causes the District's Treatment Plant to violate any condition of its National Pollutant Discharge Elimination System (NPDES) permit. In the absence of such emergency circumstances, the District will provide notice and an opportunity to be heard prior to suspension or termination of service.

#### **3-3-2 Notice and Opportunity for Hearing.**

##### **3-3-2.1**

The District's services are subject to suspension or termination if payment becomes over 30 days delinquent. When any fees or charges imposed under these Rules and Regulations have become delinquent, or any use being made of private or District water or sewer facilities, are not in conformity with these Rules and Regulations, any permit or approved plans, or any applicable agreement or contract, the District may, at its sole option, mail or deliver to the Property Owner of the property where or as to which the deficiency occurs, at the service address or a known current mailing address for the Property Owner of the affected property, or affix to the main entry door of the affected property, a notice advising the Property Owner and/or anyone acting on his behalf, of the deficiency, and that water or sewer service to the property will be suspended or terminated on account of such deficiency on a date not less than 10 days from the date of the notice (the shut-off date) unless the stated deficiency is sooner cured.

### **3-3-2.2**

Upon written request to the District, the Property Owner receiving such notice has the right to a hearing concerning the deficiency. The request for a hearing shall not delay or postpone the shut-off date. If the Property Owner does not cure the stated deficiency, the District shall forthwith order the service to be suspended or terminated, as appropriate.

### **3-3-2.3**

If the Property Owner makes written request for hearing, the District shall schedule and hold such hearing, at which the Property Owner may be represented by counsel at his expense, to be held before an impartial hearing officer appointed by the Board. The hearing officer shall issue a decision within a reasonable time and shall state the reasons supporting his decision. If the hearing officer finds that the deficiency does not exist, or has been cured, he shall order services reinstated at once. At the time of his appointment, such hearing officer shall be instructed, in writing, that total impartiality is a condition of the appointment, notwithstanding that his compensation, if any, may be paid by one party to the dispute or the other.

### **3-3-3 Execution of Order.**

Any person notified of a suspension or termination of sewer service shall immediately stop or discontinue the discharge of any and all wastewater from the property affected by such order. A suspension or termination of water service shall be executed by turning off the service. The District may take such steps as deemed necessary, including immediate severance or blockage of the connection, in order to enforce the suspension or termination order. (Cross-reference: 3-6-14 Violation of Suspension/Termination Order)

### **3-3-4 Reinstatement of Suspended Service.**

Any suspension order shall be rescinded by the District Manager upon a determination that the deficiency forming the basis for such suspension order has been cured and that no further or other non-conforming conditions or uses of the District System are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable Disconnection Charge and the District Manager's reasonable estimate of any applicable Reconnection Charge imposed under Section 7-9 hereof and any and all other amounts then due to the District from such person.

### **3-3-5 Grounds for Termination; Effect.**

Service shall be terminated and not merely suspended if (1) the Tap or Discharge Permit therefor is revoked; or (2) the connection providing such service was not authorized when made; or (3) the service was suspended at least two times within the preceding five years. Any service terminated under this Section 3-3 may not be reinstated. The Property Owner of any property for which service has been terminated may apply for new service for such property as provided in Article 5.

## **3-4 CURE OF VIOLATIONS:**

### **3-4-1 Order to Cure.**

If the District determines that any water or sewer facilities are not in conformity with these Rules and Regulations or that the terms of any right of way, easement or other agreement between the District and a Property Owner are being violated, it may give written notice thereof to the Property Owner at the service address or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the Property Owner at his cost and subject to Parts B and C, Article 9 below to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work.

### **3-4-2 District Cure at Owner Cost.**

If the Property Owner fails within the specified time following such notice to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the Property Owner for its actual costs incurred in connection therewith, calculated in accordance with the rates set forth in Appendix A hereto. Those provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any charges assessed to the Property Owner under this Section. (Cross-reference: 7-10 CURE CHARGES; 7-14 WITHHOLDING APPROVALS, ACCEPTANCES AND PERMITS)

### **3-5 APPEALS:**

Any orders, directives or decisions of the District relating to the administration or enforcement of these Rules and Regulations may be appealed, in writing, to the Board of Directors, within 10 days of the effective date of the order, directive or decision.

### **3-6 PENALTY CHARGES:**

For the purposes of defraying the District's costs and expenses incurred in discovering, investigating, curing, and repairing the consequences of violations of applicable requirements, and in order to deter persons from committing such violations, there is hereby imposed upon any person whom the Board finds and determines causes, or attempts to cause, or who permits, solicits, aids or abets any other person to cause or attempt to cause, by act or omission, any of the violations set forth below the following penalty charges:

#### **3-6-1 Unauthorized Connection.**

For any connection made to the District System without a proper Tap Permit therefor: an amount equal to twice the Tap Fee for the size of such connection, as established by Section 7-2 below, in addition to any Tap Fee imposed or paid pursuant to said Section for the connection when made in conformity with these Rules and Regulations. (Cross-reference: 5-1 PERMIT REQUIRED; APPLICATION; 8-1-3 Unauthorized Connection)

#### **3-6-2 Unauthorized Use or Discharge.**

For discharging or otherwise putting wastewater into the District System without proper District authorization therefor or introducing any foreign materials or wastewater into the District System in violation of any provision of these Rules and Regulations, other than by the means described in Section 3-6-1 above: \$5,000.00. (Cross-reference: 8-1-4 Unauthorized Discharge; 8-1-9 Foreign Materials)

#### **3-6-3 Interceptor Violations.**

For bypassing, failure to have, failure to use, or failure to maintain to District standards any grease or sand interceptor: \$500.00. (Cross-reference: 9A-3 INTERCEPTORS (OIL, GREASE AND SAND TRAPS))

#### **3-6-4 Interference; Failure to Permit Inspection.**

For interfering with the employees or agents of the District in the performance of their duties or refusing to permit District employees or agents to inspect the premises, despite reasonable advisement of the need and reason for such inspection: \$1,000.00. (Cross-reference: 3-2 RIGHT OF ENTRY FOR INSPECTIONS AND EMERGENCY CORRECTIVE MEASURES; 8-1-12 Interference)

#### **3-6-5 Prohibited Drains.**

For connecting a prohibited drain to the District System: \$500.00. (Cross-reference: 9A-7 CERTAIN DRAINS PROHIBITED)

### **3-6-6 Tampering.**

For bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System, obstructing the flow of wastewater in the District System, or obstructing access to District facilities: \$5,000.00. (Cross-reference: 5-10-2 Mechanical Controls; 8-1-13 Tampering; 8-1-14 Obstructing Flow; 9A-3 INTERCEPTORS (OIL, GREASE AND SAND TRAPS))

### **3-6-7 Easement Violations.**

For placing any plant or structure prohibited in accordance with Section 8-1-11 within the boundaries of any District right-of-way or easement: \$500.00. (Cross-reference: 8-1-11 Right-of-Way/Easement Violations)

### **3-6-8 Unauthorized Entry.**

For opening any manhole or entering any portion of the District System without authorization: \$500.00. (Cross-reference: 8-1-8 Unauthorized Entry)

### **3-6-9 Infiltration.**

For continuing to permit root infiltration, storm runoff, or groundwater to enter the District System after reasonable notice to cure such condition: \$500.00. (Cross-reference: 9A-1-2 Maintenance)

### **3-6-10 Escape of Water or Wastewater.**

For permitting wastewater to escape from the District System: \$500.00. (Cross-reference: 8-1-5 Escape of Wastewater)

### **3-6-11 Failure to Report.**

For failing to report damage to or alteration of any District facility, or any foreign materials or obstruction in the flow of wastewater in any District facility: \$500.00. (Cross-reference: 1-12 DUTY TO REPORT)

### **3-6-12 Failure to Notify of Use Changes.**

For failure by Property Owner to notify the District of any use change resulting in need for grease or sand interceptor, or Increased Volume Permit: \$500.00 (Cross-reference: 9A-9 CHANGES IN USE, EQUIPMENT OR SERVICE)

### **3-6-13 Violation of Stop Work Order.**

For performing or continuing to perform any work in violation of a Stop Work Order: \$500.00. (Cross-reference: 9B-3 STOP WORK ORDERS)

### **3-6-14 Violation of Suspension/Termination Order.**

For failure to stop or eliminate the discharge of wastewater from property effected by an Order suspending or terminating service to such property: \$2,000.00. (Cross-reference: 3-3-3 Execution of Order)

### **3-6-15 False Official Statement.**

For making or filing with the District any statement, report or application which the person making or filing same knows or has reasonable cause to know is false or substantially inaccurate or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate: \$1,000.00. (Cross-reference: 1-12 DUTY TO REPORT; 5-1 PERMIT REQUIRED; APPLICATION; 5-2-1 Approval Standards; 5-2-3 Revocation; 6-8-1.2 (4) Grantor Requirements; 6-10-1.3 (1) Property Owner Requirements; 8-1-16 False Official Statement; Report; 9A-9 CHANGES IN USE, EQUIPMENT OR SERVICE)

### **3-6-16 Failure to Use Meter.**

For failure to use water meter when required to do so: \$500.00. (Cross-reference: 8-1-19 Failure to Use Meter; 9A-2 WATER METERS)

### **3-6-17 Failure to Give Notice.**

For failure to give notice of excavation in any area where District Facilities are located: \$500.00. (Cross-reference: 1-13 NOTICE OF EXCAVATIONS)

### **3-6-18 Jeopardizing Purity of Water.**

To use any fluid or other substance in such a manner as to present the possibility that such substance could enter the District Water System: \$2,000.00. (Cross-reference: 8-1-18 Jeopardizing Purity of Water)

### **3-6-19 Unauthorized Connection of Two or More Taps.**

For joining two or more taps without the express authorization of the District, including but not limited to interconnections and manifolding; an amount equal to twice the Tap Fee for the size of such connection, as established by Section 7-2 below, in addition to any Tap Fee imposed or paid pursuant to said Section for the connection when made in conformity with these Rules and Regulations. (Cross-reference: 5-1 PERMIT REQUIRED; APPLICATION; 5-4 NON-TRANSFERABILITY OF TAP PERMIT OR TAP FEE; 5-5 MULTIPLE USE OF TAP PROHIBITED; 8-1-20 Unauthorized Joining of Two or More Taps; 9A-1 SERVICE LINES)

## **3-7 TAP OWNER OF RECORD RESPONSIBLE:**

For the purposes of this Article, it shall be presumed that the Tap Owner of Record for the premises where or upon which a violation of these Rules and Regulations occurred, is the person who caused or permitted the same to occur.

## **3-8 SEPARATE VIOLATIONS:**

After notice to correct any violation, a separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue. Those provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any and all charges imposed under Section 3-6.

## **3-9 CIVIL DAMAGES:**

In addition to and without waiving any other available remedy, the District may recover civil damages from any person liable under the laws of the United States or the State of Colorado to the District as a result of any violation of these Rules and Regulations or other unlawful act or omission. Such damages shall include the District's actual costs of discovering, investigating, curing, mitigating and repairing the consequences of such violation or other unlawful acts or omissions, calculated according to the rates set forth in Appendix A hereto.

## **3-10 INJUNCTIVE RELIEF:**

In addition to and without waiving any other available remedy, the District may seek injunctive relief from any act or omission which violates these Rules and Regulations, or which otherwise jeopardizes the property or health of any person, including the District.

## **3-11 REMEDIES CUMULATIVE:**

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

### **3-12 WHEN PROPERTY OWNER LIABLE FOR EXCAVATION AND REPAIR:**

If any person reports a backup in a Service Line and attributes same to a blockage or other condition of District Facilities, and the District cannot, by other reasonable means, determine the accuracy of such claim, the District Facilities will be excavated and inspected. Then, if it is determined that the Service Line backup was not caused by a blockage or other condition of the District Facilities, the Property Owner of the property served by such Service Line shall be obligated to the District for the costs of such excavation, inspection and related expenses. If, as a part of such excavation and inspection, the Service Line is repaired, the Property Owner shall reimburse the District for all costs of such repair, in addition to the excavation and inspection charges, provided that the Property Owner is given prior notice of such repair. Nothing herein shall obligate the District to repair any Service Line.

# ARTICLE 4

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## INCLUSIONS

### **4-1 REQUIRED SUBMITTALS:**

Any Property Owner who desires to include his property within the District's boundaries shall submit the following to the District:

#### **4-1-1 Petition.**

A petition on the form furnished by the District and providing all information required thereby. Property Owner, also called "Petitioner" in the remainder of this Article 4, must sign the petition exactly as his name appears on the instrument by which he took title to the property. The signatures of all petitioners must be acknowledged in the same manner as provided by Colorado law for acknowledgments on instruments conveying real property.

#### **4-1-2 Survey Drawing.**

A survey drawing showing the property's exact location, its location in relation to the boundaries of the District and bearing the signature and seal of a professional engineer or land surveyor registered in the State of Colorado.

#### **4-1-3 Vicinity Map.**

A vicinity map showing the general location and the boundaries of the property in relation to existing streets or other prominent terrain features.

#### **4-1-4 Evidence of Title and Authorization of Signatories.**

Evidence of title sufficient to assure that the Petitioner has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Petitioner shall furnish such additional information (i.e., partnership agreement, Joint Venture Affidavit as provided by Section 38-30-166, C.R.S., etc.) as may be requested by the District in order to determine that the signatories have been authorized by that entity to execute such documents.

#### **4-1-5 Narrative Description.**

A written statement setting forth the total acreage of the property to be included, the existing zoning, the proposed zoning, the proposed use, the construction schedule, and the service requirements.

### **4-2 PROCEDURE:**

Following submittal and District approval of the submittals required in Section 4-1 above, inclusion proceedings shall be conducted as follows:

#### **4-2-1 Feasibility Study.**

The District shall perform a feasibility study in order to determine whether and under what conditions the property proposed for inclusion can be served by the District System.

#### **4-2-2 Notice of Public Hearing.**

At the first regular meeting of the Board following approval of the submittals, the Board shall set the date of the public hearing on the inclusion and order notice thereof to be provided according to law.

#### **4-2-3 Public Hearing.**

The public hearing and the Board decision made pursuant thereto shall be held in accordance with applicable state law.

#### **4-2-4 Conditions.**

If the Board Order of Inclusion contains conditions which must be met before it is to become effective, the District will ensure that all such conditions have been met before filing the Board Order of Inclusion with the court and applying for a Court Order of Inclusion.

### **4-3 CONDITIONS OF INCLUSION:**

The included property and its owners are subject to the following conditions, together with any and all such additional conditions and requirements as may be imposed by the Board:

#### **4-3-1 Rules and Regulations.**

With respect to all matters affecting or in any way touching upon the allocation or provision of service to the property, the property and its owners shall be bound by and subject to these Rules and Regulations, as now or hereafter constituted.

#### **4-3-2 Easements and Rights-of-Way.**

The Property Owner shall, at no cost to the District, grant and convey to the District any and all easements and rights-of-way within the included property required by the District to serve such property. In addition, the Property Owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of all such easements and rights-of-way, whether located within the included property or outside of it. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

#### **4-3-3 Design and Construction.**

Design and construction of System Improvements shall be in accordance with the provisions of Article 6.

#### **4-3-4 Service Not Guaranteed.**

The allocation of Taps for and the provision of service to the included property shall be governed at all times by these Rules and Regulations. The process of including property within the District does not guarantee service to the included property. The District may be limited in the number of new Taps that may be made to the District Water and Sewer Systems because of the capacity of those systems and/or the availability of water, and the provisions of service to the included property may further be limited or delayed indefinitely because of the location or capacity limitations of existing facilities. Accordingly, by including its property within the District, the Property Owner shall be deemed to waive any right, claim, or cause of action of any kind which it may assert against the District based upon the inability of the latter to provide service to the included property.

#### **4-3-5 Enlargement of Structures.**

No Property Owner may enlarge, add on to, or extend any portion of his existing improvements receiving service (including buildings, landscape areas, and any other grounds or structures that use District water services) into an area outside the boundaries of the District without including such additional property prior to commencing such enlargement or extension, or obtaining approval for extra-territorial service for such improvements.

#### **4-3-6 Inclusion Agreement/Conveyance of Water Rights.**

Upon District approval of the inclusion, the Property Owner and the District shall enter into an inclusion agreement setting forth the terms and conditions of such inclusion and containing all provisions relating to the particular circumstances of serving the property. At such time, the Property Owner shall convey to the District, by such documents as the District may reasonably require, all water and water rights associated with, appurtenant to, or used on or in connection with the property, including but not necessarily limited to surface water, alluvial water, and all contributory and not-contributory water underlying the property, to the extent that the District reasonably determines that such water and water rights are needed by the District to serve the included property without jeopardizing the District's ability to serve the property within the existing District boundaries to projected buildout.

#### **4-3-7 Evidence of Inclusion.**

Property Owner shall furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Satisfactory evidence shall consist of a tax receipt, or certificate in lieu thereof, received from, and signed by, the County Treasurer.

# ARTICLE 5

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## SERVICE APPLICATIONS AND PERMITS

### **5-1 PERMIT REQUIRED; APPLICATION:**

No person shall cause or permit any connection to any District facility without first obtaining a Tap Permit therefor as provided in this Article 5. Any person who desires to obtain new service to property or expand the water and/or sewer service to the property, within the District shall make written application therefor at the office of the District upon such forms as may be prescribed and furnished by the District. (Cross-reference: 3-6-1 Unauthorized Connection; 8-1-3 Unauthorized Connection)

### **5-2 APPROVAL STANDARDS; REVOCATION:**

#### **5-2-1 Approval Standards.**

Upon a determination that all of the following conditions exist or have been met with respect to the application, the District shall issue its Tap Permit for the service requested:

##### **5-2-1.1**

The written application is accurate, complete, and proper as to form. (Cross-reference: 8-1-16 False Official Statement; Report; Appendix F: APPLICATION FOR PERMIT)

##### **5-2-1.2**

The person making application is the record owner of the property or owners agent.

##### **5-2-1.3**

All applicable fees imposed by or through the District have been paid at the time of application. (Cross-reference: 7-2 TAP FEES)

##### **5-2-1.4**

The property proposed for service is within the legal boundaries of the District.

##### **5-2-1.5**

The Main on which the Tap will be made has been accepted by the District and approved for use by all other governmental entities and agencies having jurisdiction.

##### **5-2-1.6**

The District system is adequate to serve the proposed Tap.

##### **5-2-1.7**

The Tap applied for is available under any current Tap Allocation program. (Cross-reference: 5-9 TAP ALLOCATIONS)

#### **5-2-2 Conformity with District Standards.**

Notwithstanding any other provision of these Rules and Regulations to the contrary, the District may withhold permits or approvals for service from any facilities, private or public, which do not conform to District Rules and Regulations, including incorporated provisions.

**5-2-3 Revocation.**

The District may revoke any Tap Permit, before or after the Tap is activated, upon a determination that the application therefor contained false or inaccurate information and, but for such misinformation, the application would have been denied when made. (Cross-reference: 3-3-1 Suspension/Termination; 8-1-16 False Official Statement; Report)

**5-3 EXPIRATION:**

Obtaining a Tap Permit from the District does not obligate the Property Owner to activate the Tap, but such Permit shall expire and be of no further force or effect if the Tap is not activated within 24 months from the date issued. The Tap Fee is not refundable, but the amount of the Fee so paid will be applied toward applicable fees if the Property Owner re-applies for the Tap, under the then current schedule of Tap Fees.

**5-3-1**

If, after the 24-month activation period, the tap is not activated but the Property Owner wishes to continue ownership of the tap; Property Owner shall be billed on a monthly basis an amount equal to 25% of the property's estimated water and sewer service fees. The fees are due and payable until such time as Property Owner activates the tap or gives up ownership of the tap. Estimated service fees paid are not refundable if tap is not activated. If estimated service fees are not paid tap fees paid are forfeited.

**5-4 NON-TRANSFERABILITY OF TAP PERMIT OR TAP FEE:**

Each Tap Permit applies only to the Permitted Premises identified thereon and is not deemed in any sense to be real or personal property. No Tap Permit or Tap Fee may be transferred from one premises to another without the approval of the District, but a Tap Permit and Tap Fee shall be deemed to follow any transfer or sale of the fee ownership of the Permitted Premises.

**5-5 MULTIPLE USE OF TAP PROHIBITED:**

Not more than one separately described parcel of land shall be served by any single Tap, but this provision shall not be construed to require owners of separate condominium units within anyone building or group of buildings in the same condominium development to obtain their own separate Taps if the Tap for the entire building or project is of adequate size and is in the name of the owners' association. (Cross-reference: 3-6-1 Unauthorized Connection).

**5-6 INSTALLATION STANDARDS:**

The Owner or Developer shall make the Tap at its sole cost, subject to all requirements of Parts B and C of Article 9, and subject further to the following:

**5-6-1 Inspection.**

No Tap shall be activated until the service line has been inspected and approved by the District. Property Owner shall notify the District not less than 48 hours before activating the service and shall set a time for the District's inspection thereof. (Cross-reference: 9B-1-6 Inspections)

**5-6-2 Record Drawing.**

The Property Owner or Developer will make and keep a record drawing on electronic media compatible with the District records showing the location of the Tap and the service line and provide such to the District on acceptance of installation. (Cross-reference: 2-31 RECORD DRAWINGS)

## **5-7 TAP SIZING:**

The number of Copper Equivalent Units (CEUs) associated with the Tap shall be determined in accordance with the procedure set forth in Appendix A hereto. Any increase or change in use for the Tap that results in an increase in the number of CEUs for the Tap, shall obligate the Property Owner to pay an additional Tap Fee to the District for the increase in size, or increase in the number of CEUs based upon current Tap Fees at the time. No adjustment shall be made for a decrease in the size or decrease in the number of CEUs of any Tap. (Cross-reference: 7-2 TAP FEES)

## **5-8 VOLUNTARY DISCONNECTION/ABANDONMENT:**

Any Property Owner desiring to have water or sewer service permanently disconnected shall notify the District a minimum of 48 hours in advance of the date of disconnection. Property Owner shall, at his sole cost, uncover the Service Line at the location determined by the District and install a plug. If a water or sewer tap is abandoned, the District shall cause a plug to be installed, thereby effecting a permanent disconnection. Disconnection of service by this means shall not be deemed completed until the District has inspected and approved the plug. All work done pursuant to this Section shall be at the Property Owner's sole cost, subject to the provisions of Part B, Article 9 below. From and after the effective date of disconnection, the District shall not assess any service charges for the property so disconnected, but this shall not relieve the property from liability for taxes or limit the District's right to levy taxes against the property. Any reinstatement of a service disconnected pursuant to this Section shall be treated as an application for new service, and no credit shall be allowed for any Tap Fee previously paid.

## **5-9 TAP ALLOCATIONS:**

The issuance of taps may be restricted from time to time due to limited availability. During any period of such restrictions, taps shall be allocated and sold within the District on a first come, first served basis.

## **5-10 SWIMMING POOL USE:**

### **5-10-1 General Conditions.**

The District may impose such reasonable restrictions as to frequency, times, volume and rate of swimming pool discharge as may be appropriate to reduce the risk of surcharge or other potential problems in the District System which may result from the entry of Swimming Pool Discharge into the District System. (Cross-reference: 3-6-2 Unauthorized Use or Discharge)

### **5-10-2 Mechanical Controls.**

The District may further require Property Owner, at his sole cost and subject to the provisions of Part B of Article 9 below, to install such equipment as the District may reasonably prescribe. Such equipment shall not be modified, altered, removed or bypassed without the express written consent of the District. (Cross-reference: 3-6-6 Tampering)

## **5-11 EXTRA-TERRITORIAL SERVICE:**

Provided that services outside the District shall in no way cause any limitation of the availability of services within the District, nothing in these Rules and Regulations shall prohibit the District from providing services outside its legal boundaries under such terms and conditions as the Board may determine, subject to the limitations set forth in Section 1-10 and this Section. All tap and service fee charges for extra-territorial services will be assessed with an additional 25% charge above current fees charged within the District. Any such service shall be rendered only by written permit, lease or contract approved by the Board, and no oral statement and no course of dealing or action on the part of the District shall create an express or implied contract or obligation for such service. No written permit, lease or contract, however, or the services rendered pursuant thereto, shall be construed to impose upon the District any obligation to provide other service outside of its legal boundaries, nor shall the existence of such contract or the services rendered in

connection therewith constitute an offer by the District to serve outside of its boundaries generally. A person, entity, association, corporation, municipality or quasi-municipal corporation whose sewer system or line connects with or discharges into the District System or any facility owned or operated by the District, and the situs of which is located outside the legal boundaries of the District, shall be referred to as an Outside Connector. (Cross-reference: 1-10 SERVICE OUTSIDE THE DISTRICT)

**5-12 NO JOINING OF TAPS:**

Each Tap is a separate permit for use, and no user may or shall allow any Taps to be joined, interconnected or manifolded together.

**5-13 INDUSTRIAL USERS:**

Industrial users, as defined in the Code of Federal Regulations, are required to supply information and to submit to various inspections, testing and monitoring, as well as all other applicable federal, state and local rules and regulations pertaining to the discharge, transmission and treatment of wastewater.

**5-14 SILVER RECLAIM:**

Any photo lab, photo processing facility, or other person, business, or entity doing silver reclaim shall comply with EPA rules and regulations pertaining to the silver reclaim process. This applies to those entities doing silver reclaim as part of their "in-house" operation, as well as to all others.

# ARTICLE 6

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## MAIN EXTENSIONS AND OTHER SYSTEMS IMPROVEMENTS

### **6-1 APPROVAL REQUIRED; IMPROVEMENTS AGREEMENT:**

No person shall commence any construction to extend a Main or install any appurtenant facility within the jurisdiction of the District without the prior written approval of the District, following formal application therefor, upon compliance with these Rules and Regulations. If required by the District, any person desiring to extend a District Main or install any appurtenant facility shall enter into a written Improvements Agreement with the District setting forth any or all terms and conditions applicable to such extension or installation. For purposes of this Article 6, all Main Extensions and appurtenant facilities of whatever kind or nature shall be collectively referred to as System Improvements. (Cross-reference: Appendix D: MEMORANDUM OF UNDERSTANDING - IMPROVEMENTS AGREEMENT FORM)

### **6-2 LOCATION:**

System Improvements shall be installed only in rights-of-way or easements deeded to the District, or in platted easements or roads or streets which a city, county, State Highway Department, or other public agency has approved as a public right-of-way.

### **6-3 DEEDED RIGHTS-OF-WAY AND EASEMENTS:**

Deeded rights-of-way or easements necessary to cover System Improvements not located in public rights-of-way shall be granted at no cost to the District upon such terms as the District may reasonably require before construction of any such System Improvements begins. Minimum Width Easement shall be 20 feet for single system (water or sewer) and 30 feet for double system (Water and sewer). The following minimum requirements shall be in effect in connection with all such grants:

#### **6-3-1 Legal Description.**

The District shall be provided a legal description of all right-of-way or easement parcels to be granted by any single conveyance instrument, consisting of a printed legal description, certified by a land surveyor registered in the State of Colorado, and an accurate survey drawing of each parcel, including north arrow and scale, tying each parcel to a survey land corner or corner of a platted parcel of land.

#### **6-3-2 Evidence of Title.**

The District shall be provided suitable evidence of title, consisting of a title insurance policy or commitment, an attorney title opinion, a subdivision certificate, or a written ownership and encumbrance report, dated within 30 days before the date of submission to the District. Evidence of title must show all current mortgages and deeds of trust, liens, and other encumbrances against the property.

#### **6-3-3 Subordination Agreement or Partial Release.**

The District may require a properly executed and acknowledged subordination agreement or partial release, at the Board's discretion, for any easement or right-of-way parcel to exempt the same from the lien of any mortgage or deed of trust. If so required, the District will not accept the System Improvements for maintenance until it receives all required subordinations or partial releases, whichever is required. The District reserves the right to require additional or supplemental evidence of title when the subordination agreement or partial release is tendered to the District for recording.

### **6-4 RIGHT OF WAY ACQUISITION COSTS:**

The Developer shall be responsible for and pay all costs and expenses associated with the acquisition and approval of all easements and rights-of-way necessitated thereby. These expenses include, but are not

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necessarily limited to, the District's actual costs, and may include those associated with condemnation. This Section shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

## **6-5 DESIGN AND CONSTRUCTION:**

The Developer shall be solely responsible for all costs and expenses of design, construction, and installation of all System Improvements, including without limitation frontage extensions, reasonably required by the District. All such work shall be in conformity with and subject to the District's Master Plan and to these Rules and Regulations, and in particular, to the Technical Specifications.

### **6-5-1 Design Procedure.**

The following steps will be followed in the design of any System Improvements project:

#### **6-5-1.1**

The Developer shall, as far in advance as possible, inform the District, in writing, of the type of System Improvements (water, sewer, or both), the estimated capacity requirements, the geographical location, and the desired completion date.

#### **6-5-1.2**

Within 21 days after the District's receipt of the written information required in Section 6-5-1.1 above, the District shall schedule a pre-planning meeting with the Developer, at which time all available information and data will be shared and discussed, general project design alternatives (alignment options, etc.) will be identified to the extent possible, a project timeline will be established, and other information requested by the District will be submitted by the Developer.

#### **6-5-1.3**

As soon as practicable after the pre-planning meeting, the District will meet with its District Engineer to review the scope of work, and make any appropriate modifications thereto, which changes may be submitted to the Developer for review. All costs and expenses incurred by the District in the process of establishing and finalizing the scope of work shall be borne by the Developer. Upon agreement as to the scope of work, the District will determine the approach for design of the project. The District may at its sole discretion elect to assign the District Engineer or other Engineer to perform the design of the project, in which case the Developer shall reimburse the District for such design work, but shall not be required to pay for any plan review charges or fees. Alternatively, the District may authorize project design by an engineer selected and paid by the Developer, in which case the Developer will be charged for all plan reviews by the District Engineer. (Cross-Reference: Appendix A: Rate & Fee Schedules and Rate Structure)

#### **6-5-1.4**

If the District authorizes design by an Engineer selected and paid by the Developer, the Developer shall ensure that such Engineer (hereinafter referred to as the "Project Engineer") completes a preliminary and final design of the project in accordance with project timelines, and submits the same to the District for plan review.

##### **6-5-1.4.1 Preliminary Design.**

The District shall have fourteen (14) days after the date of submittal of the preliminary design in which to notify the Project Engineer of any objections or concerns about the preliminary design, or the submittal documents. The Project Engineer may request a meeting with the District Engineer, to be held as soon as practicable, to discuss and clarify any such objections or concerns. At such meeting, all constructive comments and specific alternatives will be considered, but the determination of the District Engineer will be final. Any adjustments to the preliminary design as

determined by the District Engineer will be set forth in a revised preliminary design plan which will be resubmitted for review. If the District does not notify the Project Engineer of objections or concerns within fourteen days as herein provided, then the preliminary design will be deemed approved as submitted.

#### **6-5-1.4.2 Final Design.**

Upon approval of the preliminary design, the Project Engineer shall proceed with final design of the project, which shall include the Project Engineer's estimate of the project construction costs including without limitation construction observation and inspection fees and costs, and shall submit the final design to the District in accordance with the project timelines. The District shall have fourteen (14) days after the date of submittal of the final design in which to notify the Project Engineer of any objections or concerns about the final design, or the submittal documents. The Project Engineer may request a meeting with the District Engineer, to be held as soon as practicable, to discuss and clarify any such objections or concerns. At such meeting, all constructive comments and specific alternatives will be considered, but the determination of the District Engineer will be final. Any adjustments to the final design as determined by the district Engineer will be set forth in a revised final design plan which will be resubmitted for review. If the District does not notify the Project Engineer of objections or concerns within fourteen (14) days as herein provided, then the final design will be deemed approved as submitted.

#### **6-5-1.5**

The District will use its best efforts to respond promptly to contacts by the Developer, and to shorten the overall timetable for the Project to the extent practicable.

#### **6-5-2 District May Elect to Perform Construction.**

The District may at its sole discretion elect to contract the construction of the project in accordance with the final design as approved, in which case the Developer shall reimburse the District for all costs of construction, including but not limited to the cost incurred by the District for construction observation and inspection by the District Engineer or other person. Alternatively, the District may authorize project construction by a contractor selected and paid by the Developer, in which case the Developer will be charged for all costs incurred by the District for construction observation and inspection, whether performed by the District Engineer or some other person, as deemed necessary and appropriate by the District.

#### **6-5-3 Limitations of Construction.**

Construction of water distribution and sewer collection system improvements shall be limited to the District construction season. The District construction season is the time period from April 16<sup>th</sup> to November 15<sup>th</sup>. Construction of system improvements beyond the construction season shall be strictly prohibited unless District approval is obtained. For District approval of construction beyond the construction season, the Developer shall demonstrate to the satisfaction of the District that if construction of system improvements is limited to the above defined construction season that the Developer will suffer undue financial hardship and/or loss. The District shall not accept system improvements that are constructed beyond the District construction season without District approval.

If approved by the District, construction of system improvements beyond the construction season shall require continuous special inspections at no additional cost to the District. The Developer shall reimburse the District for actual costs related to continuous special inspections. In addition, the District shall strictly enforce cold weather construction procedures.

## **6-6 PLAN REVIEW AND APPROVAL:**

If the District is not constructing the System Improvements, no construction of any System Improvements shall begin unless and until the plans and design therefor have been reviewed by the construction contractor, together with the Project Engineer, and until the District has issued written notice that construction may begin. (Cross-Reference: Appendix A: Rate & Fee Schedules and Rate Structure)

## **6-7 CONSTRUCTION OBSERVATION:**

The District shall be notified at least 48 hours before construction is commenced, and at any and all other times specified by the District, for inspection or testing. (Cross-reference: 7-3 INSPECTION FEES; 9B-1-6 Inspections)

## **6-8 CONDITIONAL ACCEPTANCE:**

The following applies when the District is not performing the construction of the System Improvements:

### **6-8-1 Standards.**

Upon completion of construction, a request shall be submitted to the District for a preliminary inspection and conditional acceptance of the System Improvements. (Cross-reference: Appendix D: MEMORANDUM OF UNDERSTANDING)

The System Improvements will qualify for Conditional Acceptance by the District when all of the following conditions have been met:

#### **6-8-1.1 District Review.**

The District has determined that the System Improvements have been constructed and connected to District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

#### **6-8-1.2 Grantor Requirements.**

Grantor has tendered and the District has approved the following:

- 1) Record drawings of the utility extension plan, photographically reduced to 1" = 50' scale and provided on electronic media compatible with the District standards.
- 2) Key map pages consistent in form and content with current District requirements as to key maps showing the location of all component parts of the System Improvements, or other arrangements approved in writing by the District have been made for the preparation thereof;
- 3) A 12-month maintenance bond, or other security approved by the District, in an amount equal to 10% of the costs of constructing the System Improvements, or such greater amount as may be reasonably determined by the District on account of special circumstances of the particular System Improvements, or any portion thereof;
- 4) A duly executed written statement that all suppliers of labor and materials have been fully paid, with lien waivers attached; (Cross-reference: 8-1-16 False Official Statement; Report)
- 5) A duly executed written assignment of all manufacturer's warranties on materials, if applicable;
- 6) All subordination agreements and partial releases required pursuant to Section 6-3-3 above; and
- 7) Payment of all sums then due to the District in connection with the System Improvements.

**6-8-2 Approval; Tap Permits.**

The District shall evaluate the request for conditional acceptance and give written notice to the Grantor of its action, stating any special conditions attached to the Conditional Acceptance, or the reasons for denial of the request, if applicable. No Taps or Service Connections to the System Improvements will be permitted, nor will the District accept applications for such Taps, until the District has conditionally accepted the System Improvements as herein provided.

**6-8-3 Effective Date.**

Conditional Acceptance shall be effective as of the date the District executes the Conditional Acceptance appearing on the District-approved Conveyance & Acceptance form. As of such date, the System Improvements shall be deemed operational, and any person may apply to the District for Tap Permits. The District's acceptance of the System Improvements, whether conditional or final, does not, however, guarantee that Taps will be available. Availability of Taps is governed at all times by the provisions of Article 5, and such availability is determined in accordance therewith at the time proper application for service is made.

**6-9 MAINTENANCE AND REPAIR:**

If the District is responsible for the construction of the System Improvements, the District shall assume repair and maintenance responsibility for the System Improvements and shall have the right to enforce any and all contractor warranties and obligations, commencing immediately upon the completion of construction. When the District has not constructed the System Improvements, until Final Acceptance of the System Improvements, Grantor shall be solely responsible for all routine maintenance and for correction of any and all defects in the System Improvements, as set forth below:

**6-9-1 Routine Maintenance.**

Grantor shall, at his sole cost, protect the System Improvements and perform all routine maintenance thereon so as to keep it in good repair and operating condition. Such obligations shall include the repair or replacement of any part or parts thereof damaged as a result of street construction, paving, other utility installation or vehicular traffic. In addition, Grantor shall, at his sole cost, correct any soil subsidence or erosion which the District determines occurred in connection with or as a result of construction of the System Improvements.

**6-9-2 Cure of Defects.**

Grantor shall, at his sole cost and subject to Parts B and C of Article 9, correct, repair or replace any part or parts of the System Improvements which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty. Cure of defects by Grantor shall be administered and enforced under the rules set forth in Sections 7-10 and 9B-4.

**6-10 ACCEPTANCE FOR MAINTENANCE (FINAL ACCEPTANCE):**

The following applies when the District has not constructed the System Improvements:

**6-10-1 Standards.**

Prior the expiration of one year from the date of Conditional Acceptance (or any longer period of time reasonably determined by the District on account of the particular circumstances) of the System Improvements or any portion thereof, Grantor may request the District to perform a final inspection and accept the System Improvements for maintenance. Upon such request, the District shall inspect the System Improvements and shall accept the same for maintenance when all of the following conditions are met:

### **6-10-1.1 District Review.**

The District determines that the System Improvements have been constructed and connected to District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

### **6-10-1.2 Maintenance and Repair.**

Grantor has fully performed all maintenance and repair obligations imposed upon it by Section 6-9 above during the period of conditional acceptance.

### **6-10-1.3 Property Owner Requirements.**

Grantor has tendered and the District has approved all of the following:

- 1) A verified statement of Actual Cost of the System Improvements, itemized as the District may require; (Cross-reference: 8-1-16 False Official Statement; Report)
- 2) Any and all easements, bills of sale, or other conveyance instruments necessary to vest title to all component parts of the System Improvements in the District with warranties of title as provided in Section 6-10-2;
- 3) All drawings, maps and construction notes pertaining to any changes in the System Improvements made during the period of Conditional Acceptance;
- 4) Payment of all sums due to the District from Grantor on account of the System Improvements;
- 5) Lien waivers in form acceptable to the District by all independent contractors or others entitled to mechanics liens, including materialman's liens against facilities and properties included in the System Improvements.

### **6-10-2 Effective Date.**

The District's final acceptance of the System Improvements for maintenance shall be effective as of the date the District executes the Final Acceptance appearing on the District-approved Conveyance & Acceptance form. As of such date, all of Grantor's right, title and interest in and to the constructed System Improvements, including all mains, pipelines, valves, manholes, pumps, and related parts and materials which comprise the constructed System Improvements, shall immediately pass to and vest in the District, free and clear of all liens and encumbrances, if required under Section 6-3-3 above, and Grantor shall warrant and defend the conveyance of such System Improvements to the District, its successors and assigns against all and every person or persons whomsoever. As of the date of Final Acceptance, the District shall operate and maintain the System Improvements at its expense. Nothing contained herein, however, shall be construed to relieve Grantor from his warranty obligations set forth in Section 9B-1-5 below. Notwithstanding Final Acceptance, Grantor and connecting Property Owner, their successors and assigns, shall remain responsible for all service lines and private sewer facilities.

### **6-11 DISTRICT SYSTEM IMPROVEMENTS:**

Notwithstanding any of the foregoing, the District reserves the right to extend Mains and make other System Improvements in situations which it determines may be in the best interests of the District and its constituents, upon such terms and conditions as the District may reasonably determine.

### **6-12 OVERSIZING; REIMBURSEMENT:**

These Rules and Regulations may require Property Owners to design, construct and install main extensions necessary to serve their property at their sole cost and expense. Under certain circumstances, when these Rules and Regulations require such main extensions to be designed and constructed with a capacity in excess of that needed solely to serve the property of such Property Owners, it may be fair and equitable

for the property owner to recover a portion of the costs of such main extensions. The purpose of this section 6-12 is to set forth standards and procedures for the consideration, administration and enforcement of reimbursement plans.

### **6-12-1 Applications.**

At any time before or during the process of obtaining District approval for the design of any main extension, Property Owner may file with the Board of Directors a written application for reimbursement of some portion of the costs of constructing such main extension. Such application shall contain the following:

- 1) A statement that Property Owner is a tax paying elector of an area five acres or more, located within or without the District, or of an area, regardless of size, immediately contiguous to the District.
- 2) A statement explaining why reimbursement is appropriate under the circumstances, and a detailed plan or formula consistent with the provisions of this Section for determining the sources and amounts of reimbursement proposed. Such plan shall include a map clearly showing the property subject to proposed reimbursement charges. (Cross-reference: 6-12-5 Minimum Plan Requirements; Agreement)
- 3) A statement committing the Property Owner to reimburse the District for its actual costs incurred in evaluating, processing, and considering the application, regardless of whether the same is ultimately approved.

### **6-12-2 Threshold Conditions.**

Reimbursement will be considered only when one or more of the following conditions exist:

- 1) At the District's request, the main extension constructed by Property Owner is of greater capacity than needed to serve his property; or
- 2) The main extension being constructed by Property Owner is capable by its capacity or size of serving property owned by persons not participating as the owners of such property in the construction thereof.

### **6-12-3 Procedure.**

Any reimbursement plan shall include at a minimum the following:

- 1) Upon conditional acceptance, the Property Owner shall determine and certify to the Board the total cost of construction for the main extension, including without limitation design and engineering fees, construction costs, District inspection and approval fees, and easement and right-of-way acquisition costs. Property owner shall further submit evidence that all such costs have been paid in full.
- 2) The District staff shall review the total costs of construction as determined and certified by Property Owner to evaluate the reasonableness of such costs and whether and to what extent the certified costs should be subject to reimbursement.
- 3) Before approving any reimbursement plan, the Board shall conduct a public hearing, following notice to the applicant and to the owners of all property within the area proposed to be subject to reimbursement charges, whereat all such parties in interest may appear and be heard.

### **6-12-4 Board Discretion.**

Because of the serious and adverse impact which unforeseen development patterns can have upon the administration and enforcement of any reimbursement plan, the Board of Directors may deny any application for reimbursement when, in its sole judgment, future development of property affected by the proposed plan is sufficiently uncertain or unpredictable as to create a risk that unacceptable or

unwarranted administrative or legal burdens may be imposed upon the District in connection with the administration or enforcement of such plan. It is the intent of this provision to reserve to the Board absolute discretion in making such determination.

#### **6-12-5 Minimum Plan Requirements; Agreement.**

Reimbursement will be approved only under the terms of a written agreement between the District and the Property Owner. Although the specific terms of each reimbursement agreement will vary according to the particular main extension to be constructed, each reimbursement agreement shall contain all of the following provisions, which shall be deemed to be minimum requirements of any reimbursement plan:

- 1) The property owner shall notify the District of any connection made or about to be made to the main extension.
- 2) The obligation of the District with respect to collecting the reimbursement charges shall be to exercise reasonable care that such charge shall be collected in full at the time application is made for taps for new service within the benefit area, and to remit the full amount of any charges so collected to Property Owner within 30 days thereof. In no case shall the District be liable to Property Owner for any reimbursement charges not actually collected by the District.
- 3) The Property Owner shall indemnify and hold harmless the District, its officers, agents and employees, from any and all claims, expenses and demands arising out of or in any way involving the District's collection or attempted collection of reimbursement charges.
- 4) The District and Property Owner shall cooperate fully with each other in responding to any challenge to or refusal to pay the reimbursement charges, but Property Owner shall reimburse the District all of its costs and expenses associated therewith.
- 5) Notwithstanding any other provision of the reimbursement plan or agreement, the District shall have no liability to Property Owner in any case in which the reimbursement charge is or has been determined by a court of competent jurisdiction for any reason to be invalid or unenforceable.
- 6) The reimbursement charges to be imposed by the District may terminate on a date specified in the agreement and plan, which date may in no event be later than ten (10) years from the date of conditional acceptance of the main extension.
- 7) The total reimbursement charges to be imposed by the District shall not exceed the total cost of constructing the main extension, and no reimbursement charges shall include any allowance for interest on the costs of constructing the main extension.
- 8) If the District determines that Property Owner has violated any provisions of the System Specifications or these Rules and Regulations in connection with its construction of the main extension and has failed after notice and a reasonable opportunity to cure such violation, the District may terminate the reimbursement plan and agreement, and thereupon any right of the Property Owner to collect reimbursement pursuant thereto shall terminate and be of no further force or effect.
- 9) To the extent the District incurs any expenses in administering the reimbursement plan, it shall be allowed to deduct an amount equal to the actual costs thereof from the sums remitted to Property Owner.

# ARTICLE 7

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## FEES AND CHARGES

### **7-1 GENERAL:**

#### **7-1-1 Purposes.**

The purpose of the fees and charges provided in this Article is to provide for the payment of all actual costs of operating, maintaining, repairing, replacing, and expanding the District System, such costs including without limitation a reasonable contingency fund. All such fees and charges are based upon the cost of providing the service for which such fees and charges are made and have been determined by the Board of Directors to be necessary for the recovery of all such costs.

#### **7-1-2 Liability.**

The fees and charges provided below are hereby imposed and assessed by the District for the purposes set forth in Section 7-1-1 and as more specifically set forth below. Such fees and charges are the personal, joint and several obligation of the Owners of the property for which the applicable service is furnished, but the full amount of any such fees and charges shall also be a perpetual lien against any such property, as provided by Section 32-1-1001(1)(j), C.R.S. The District assumes no responsibility for any agreement made between Property Owners and tenants, regardless of how made and regardless of whether the District has notice thereof. Notwithstanding the foregoing, any Plan Review, Inspection, or Disconnection/Reconnection Fee shall also be the personal obligation of any person who orders or requests the District to perform such work, even though such person may have acted in a representative capacity when doing so.

### **7-2 TAP FEES:**

For the purpose of enabling the District to defray all costs incurred in making service available through a Tap or service connection to the District System and to provide for capital expansions of the District System, there is hereby imposed a Tap Fee in the amounts set forth in Appendix A hereto.

#### **7-2-1**

Tap Fees are due at the time application for a Tap Permit is made and Building Permit is requested from Summit County Building Department.

### **7-3 INSPECTION FEES:**

Whenever any provision of these Rules and Regulations requires or provides for an inspection by the District, the person liable therefor shall reimburse the actual costs incurred by the District for such inspection, calculated in accordance with the rates set forth in Appendix A hereto. The District will make inspections as required or requested. All inspection fees must be paid in full before the District will provide County Building Certificate of Occupancy approval. (Cross-reference: 7-14 WITHHOLDING APPROVALS, ACCEPTANCES AND PERMITS)

### **7-4 INCLUSION FEES:**

Any person who petitions for inclusion of his property into the District pursuant to Section 32-1-401(1), C.R.S. and Article 4 above shall pay the fees and charges as set forth in Appendix A hereto, as well as actual costs incurred by the District in processing the Petition for Inclusion, calculated in accordance with the rates set forth in Appendix A hereto, payable regardless whether the property is actually included.

### **7-5 SPECIAL SERVICES FEES:**

A Special Service Fee is assessed for any other special water or sewer services provided pursuant to any agreements between Property Owners and the District. The amount of the Special Service Fees shall be determined in accordance with the schedule set forth in Appendix A hereto.

### **7-6 TURN-OFF AND TURN-ON FEES:**

A Turn-Off and Turn-On Fee will be assessed per service each time a Property Owner requests the District to turn water or sewer service off or on because of vacations, vacancy for rental, etc. Turn-Off and Turn-On Fees will also be charged if the District discontinues or resumes services as a result of the Property Owner's tardiness in payment of District charges. Only District personnel may turn services off or on. Property owners who turn off or turn on their service connection(s) will be assessed a penalty for doing so. Turn-off and turn-on fees are set forth in Appendix A hereto.

### **7-7 SEWER BASE AND SERVICE FEES:**

Sewer Base and Service Fees are billed on a quarterly basis. Sewer Base and Service Fees are determined in accordance with the Rate & Fee Schedule provided in Appendix A.

### **7-8 WATER BASE AND SERVICE FEES:**

Water Base and Service Fees are billed on a quarterly basis. Water Base and Service Fees are determined in accordance with the Rate & Fee Schedule provided in Appendix A.

#### **7-8-1**

The Board will periodically establish a meter rate for the billing classes contained in Appendix A. Billing charges will be calculated on the basis of the amount of water used and the appropriate rate. Metered rate charges are due and payable quarterly as a part of that quarters' bill.

### **7-9 DISCONNECTION/RECONNECTION CHARGES:**

Whenever any Sewer Service is physically disconnected or reconnected by the District for any reason, the Property Owner or any other person liable therefor shall reimburse the actual costs incurred by the District for such work, calculated in accordance with the rates set forth in Appendix A hereto.

### **7-10 CURE CHARGES:**

Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules and Regulations, any person who is responsible under these Rules and Regulations to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the actual costs incurred by the District for such undertaking, calculated in accordance with the rates set forth in Appendix A hereto. (Cross-reference: 3-4 CURE OF VIOLATIONS; 9B-4 CURE OF DEFECTS)

### **7-11 CIVIL FINES PASS THROUGH:**

Any person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by state, federal or other governmental authorities shall be fully liable to the District for the total amount of the fine so assessed.

### **7-12 DELINQUENCY CHARGES; COLLECTION COSTS; LIEN:**

Full payment of any and all fees or charges imposed or assessed by the District is due upon presentation of the District's invoice unless these Rules and Regulations provide otherwise for notice or payment of any specific charge. The invoice shall be conclusively deemed presented to any person if personally served upon such person, or if mailed postage prepaid by first class mail addressed to such person in care of the Property Owner, at the service address or any other address for such person known to the District. Any amount so invoiced or otherwise due and payable will become delinquent 30 days thereafter, and the full amount of any delinquent balance shall thereafter bear interest at the maximum rate permitted by law.

Any person liable for such fees and charges shall also be obligated to pay any and all costs of collection, including reasonable attorney fees and court costs, actually incurred by the District. Additionally, the district may assess a separate delinquency charge to the maximum extent permitted by law. Until paid, all rates, tolls, fees, charges, interest, penalties, and costs of collection shall constitute a perpetual lien on or against the property served. (Cross-reference: §29-1-1101 and 1102, C.R.S.)

**7-13 MISCELLANEOUS COSTS AND EXPENSES:**

All costs and expenses of service incident to the installation and connection of water and/or sewer service shall be charged to the Property Owner. The Property Owner shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the installation of facilities and/or the provision of water and/ or sewer services.

**7-14 WITHHOLDING APPROVALS, ACCEPTANCES AND PERMITS:**

Notwithstanding any provision of these Rules and Regulations to the contrary, the District may withhold permits, approvals, acceptances, or other authorizations from any person until all sums then due to the District from such person are paid in full.

**7-15 LIABILITY FOR PAYMENT:**

The Tap Owner of Record and any tenants of the property are deemed equally liable for the rates, fees, and/or charges billed by the District for providing water and/or sewer services to the property. The District assumes no responsibility hereby for any agreement made between Tap Owners of Record and their tenants regardless of how made or whether the District has been notified of such agreement.

**7-16 REVOCATION OF SERVICE:**

Service shall be revocable by the District upon nonpayment of valid fees, or upon failure to comply with these Rules and Regulations. If the District has decided to disconnect sewer service, a written disconnection notice shall be posted on the property, announcing the District's intent to disconnect or block sewer service after 72 hours.

**7-17 VARIANCE FEE:**

Whenever a variance from any provision of these Rules and Regulations is granted by the Board of Directors, a fee shall be assessed to defray the District's costs in processing such variance. Such fee, the amount of which shall be determined in accordance with the schedule set forth in the Appendix A hereto, shall be paid at the time a variance is granted.

**7-18 MISCELLANEOUS COSTS AND EXPENSES:**

All costs and expenses of service incident to the installation and connection of water and sewer service shall be the responsibility of the Property Owner. The Property Owner shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the installation of facilities and/or the provision of water or sewer services. Further, all costs and expenses incident to any request, petition or application to the District, and not otherwise addressed in these Rules and Regulations, shall be reimbursed to the District by the person making the request, petition, or application, upon receipt of the District's invoice.

# ARTICLE 8

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## PROHIBITIONS

### **8-1 GENERAL:**

It shall be unlawful for any person to cause or to attempt to cause, or to permit, solicit, aid or abet any other person to cause or attempt to cause, by act or omission, any of the following:

#### **8-1-1 Failure to comply with Rules and Regulations.**

Failure or refusal to comply with any requirement imposed in these Rules and Regulations.

#### **8-1-2 Groundwater; Surface Water.**

Any groundwater or surface water to enter the District System. (Cross-reference: 3-6-9 Infiltration; 9A-7 CERTAIN DRAINS PROHIBITED)

#### **8-1-3 Unauthorized Connection.**

Make any connection to any District facility without all District Permits required therefor by these Rules and Regulations. (Cross-reference: 3-6-1 Unauthorized Connection; Article 5 SERVICE APPLICATIONS AND PERMITS)

#### **8-1-4 Unauthorized Discharge.**

Discharge into the District System without a permit or in violation of the terms of any Permit provided by these Rules and Regulations. This prohibition applies, without limitation, to the discharge of wastewater from recreational vehicles, trailers or any other mobile source. (Cross-reference: 3-6-2 Unauthorized Use or Discharge)

#### **8-1-5 Escape of Wastewater.**

The escape of any wastewater from the District Sewer System. (Cross-reference: 3-6-10 Escape of Water or Wastewater)

#### **8-1-6 Waste of Water.**

The waste of any water through failure to make prompt repairs to faulty plumbing, through excessive lawn sprinkling, or otherwise.

#### **8-1-7 Sale of Water.**

The sale or exchange for value of water obtained through the District System.

#### **8-1-8 Unauthorized Entry.**

Opening of or entry into any District facility without District authorization. (Cross-reference: 3-6-8 Unauthorized Entry)

#### **8-1-9 Foreign Materials.**

The entry of any foreign materials into any water or sewer facility, public or private. (Cross-reference: 3-6-2 Unauthorized Use or Discharge)

#### **8-1-10 Discharge Through Taps Only.**

The entry of any wastewater into the District Sewer System except through a Tap or Service Connection duly authorized by the District for the uses actually made thereof. This provision shall specifically include, without limitation, discharging any wastewater into the District System through manholes. (Cross-reference: 3-6-1 Unauthorized Connection; 3-6-2 Unauthorized Use or Discharge; 3-6-3 Interceptor Violations; 3-6-8 Unauthorized Entry)

### **8-1-11 Right of Way/Easement Violations.**

Constructing, installing, or placing any structures or improvements of any kind, surface or subsurface, temporary or permanent, or planting any tree or woody plant of any kind within the boundaries of any District Right of Way or Easement in violation of the terms or conditions of such Right of Way or Easement, without express written authorization from the District. (Cross-reference: 3-6-7 Easement Violations)

### **8-1-12 Interference.**

Any interference with employees or agents of the District in the performance of their duties. (Cross-reference: 3-6-4 Interference; Failure to Permit Inspection)

### **8-1-13 Tampering.**

Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System. (Cross-reference: 3-6-6 Tampering)

### **8-1-14 Obstructing Flow.**

Any act that obstructs or is reasonably likely to obstruct the flow of water or wastewater in the District System. (Cross-reference: 3-6-6 Tampering)

### **8-1-15 Violation of Termination/Suspension Order.**

The entry of any wastewater into the District System in violation of a Suspension or Termination Order. (Cross-reference: 3-3-3 Execution of Order; 3-6-14 Violation of Suspension/Termination Order)

### **8-1-16 False Official Statement; Report.**

The making or filing with the District of any statement, report or application which he knows or has reasonable cause to know is false or substantially inaccurate, or the omission of any material fact in connection with such statement, report or application when the omission leaves the remainder of the information given misleading or substantially inaccurate. (Cross-reference: 1-12 DUTY TO REPORT; 3-6-15 False Official Statement; 5-1 Permit Required; 5-2-1 Approval Standards; 5-2-3 Revocation; 6-8-1.2 (4) Grantor Requirements; 6-10-1.3 (1) Property Owner Requirements; 9A-9 CHANGES IN USE, EQUIPMENT OR SERVICE)

### **8-1-17 Unauthorized Taking.**

The taking or using of any water from the District System without having made the payments prescribed in these Rules and Regulations.

### **8-1-18 Jeopardizing Purity of Water.**

The use of any fluid or other substance in such a manner as to present the possibility that such substance could enter the District Water System. This prohibition includes, but is not limited to, the use of poisons, insecticides, pest control products, or lawn and plant food products in conjunction with a lawn sprinkling system in such a manner that such fluids could possibly back-flow into and through the service line and enter the District Water System. Insofar as this Section is applicable to lawn sprinkling systems, its requirements shall be deemed to have been satisfied by the use of backflow prevention devices approved by the Colorado Department of Health, as such approval may change from time to time, in good operating condition. (Cross-reference: 3-6-18 Jeopardizing Purity of Water)

### **8-1-19 Failure to Use Meter.**

The failure of any person required to use a meter to do so, whether by tampering with the meter in some manner, or otherwise. (Cross-reference: 3-6-16 Failure to Use Meter)

**8-1-20 Unauthorized Joining of Two or More Taps.**

The joining of any two or more taps, allowing a joint use or manifolding of taps to any District Facility or Service Line connected to any District Facility, without the express authorization therefor by the District. (Cross-reference: 3-6-19 Unauthorized Connection of Two or More Taps; 5-1 PERMIT REQUIRED; APPLICATION; 5-4 NON-TRANSFERABILITY OF TAP PERMIT OR TAP FEE; 5-5 MULTIPLE USE OF TAP PROHIBITED; 9A-1 SERVICE LINES)

**8-1-21 Water or Other Discharge from Underground Storage Tank (UST) Remediation Projects.**

The discharge to the District System of any groundwater or other fluid or substance produced or brought to the surface by or in connection with any groundwater cleanup project at or from a leaking UST site, unless a Permit is first requested and approved by the District. (Cross-reference: 3-6-2 Unauthorized Use or Discharge; 3-6-9 Infiltration; 3-6-18 Jeopardizing Purity of Water)

**8-1-22 Swimming Pools.**

Discharge into the District system of: (a) any swimming pool water through the pool drain, and (b) any pool filter backwash effluent, except as expressly permitted under these Rules and Regulations. (Cross-reference: 5-10 SWIMMING POOL USE; 9A-4 SWIMMING POOLS)

**8-1-23 Cross-Connection Control.**

The backflow of non-potable water, other liquids or foreign materials into the District System, or the installation of any device which has an effect on inter-connection and cross-connection control without first obtaining District approval thereof. (Cross-reference: Appendix B: CROSS-CONNECTION CONTROL REGULATIONS)

**8-2 SEPARATE VIOLATIONS:**

For the purposes of this Article 8, a separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue.

**8-3 CRIMINAL STATUTES:**

The District and all individuals or entities residing, doing business, or recreating within the boundaries of the District, are subject to Title 18 Criminal Code of the Colorado Revised Statutes. Suspected criminal conduct may be reported to the Summit County Sheriff and prosecuted in State Courts:

**8-4 PROHIBITED DISCHARGES:**

No person shall cause to be discharged to the sewer system or wastewater treatment facilities any prohibited discharges as defined herein, except where suitable treatment has been provided in accordance with the provisions of these Rules and Regulations, and local, state and federal regulations.

**8-4-1 Specific Prohibitions.**

No person shall cause to be discharged, either directly or indirectly, any substance as follows:

### **8-4-1.1**

Any liquids, solids, or gases which, by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Publicly Owned Treatment Works (POTW) or to the operation of the POTW. At no time shall two successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than 5%, nor any single reading over 10% of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which the POTW, the State, or EPA has notified the user is a fire hazard or a hazard to the system.

### **8-4-1.2**

Solid or viscous substances which may cause obstruction to the flow in a sewer, or other interference with the operation of the wastewater treatment facilities, such as, but not limited to: grease, garbage with particles greater than ½" in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass, grinding or polishing wastes, and other like or similar materials.

### **8-4-1.3**

Any wastewater having a pH less than 5.0 or more than 9.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.

### **8-4-1.4**

Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, to contaminate the sludge of any POTW systems, or to exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1251, Section 307(a), as amended from time to time, or state law or regulation.

### **8-4-1.5**

Any noxious or malodorous liquids, gases or solids which, either singly or by interaction with other wastes, are sufficient to prevent entry into the sewers for maintenance and repair.

### **8-4-1.6**

Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with the sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal.

### **8-4-1.7**

Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.

**8-4-1.8**

Any wastewater with objectionable color not removable in the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions.

**8-4-1.9**

Any pollutants, including oxygen-demanding pollutants (BOD, etc.) which a user knows or has reason to know will cause interference to the POTW. In no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than 15 minutes more than five times the average 24-hour concentration, quantities or flow during normal operation.

**8-4-1.10**

Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the District in compliance with applicable State Rules and Regulations Pertaining to Radiological Control, published by the Department of Health, State of Colorado.

**8-4-1.11**

Any wastewater which causes a hazard to human life or creates a public nuisance and is not contained in the wastewater system.

**8-4-1.12**

Any wastewater having a temperature which will cause the temperature of the influent to the wastewater treatment plant to exceed 104° F. and/or inhibit the biological activity in the POTW.

**8-4-1.13**

Any water or waste which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between 32° F. (0° C.) and 150° F. (65.5° C.).

**8-4-1.14**

Any water or waste containing free, floating or insoluble oil.

**8-4-1.15**

Wastes from septic tank pumpage or vaults except at locations permitted in writing by the District.

**8-4-1.16**

Waters containing garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers. Solid particles shall be no more than ½" in any dimension.

**8-4-1.17**

Unusual concentrations of dissolved solids.

**8-4-1.18**

Any wastewater containing BOD, total solids, or suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant; provided, however, that a user may be permitted by specific, written agreement with the POTW, which agreement to discharge such BOD or TSS may provide for special charges, surcharges, payments or provisions for treating and testing equipment.

**8-4-1.19**

Ammonia nitrogen, phosphorus or phosphate containing compounds (excluding cleaning compounds), or substances readily converted thereto, in amounts that would cause the POTW to fail to comply with its NPDES permit.

**8-4-1.20**

Any materials which would present a health risk to plant personnel or cause the need for unusual protective equipment or precautions under normal work conditions.

**8-4-1.21**

Any material or substance not specifically mentioned in this Section which in itself is corrosive, irritating or noxious to human beings and animals, or which by interaction with other water or waste in the public sewer system could produce undesirable effects or create any other condition deleterious to structures, treatment processes, and quantity of the receiving stream.

**8-4-1.22**

Any material or substance which would interfere with the treatment process.

**8-5 FEDERAL AND STATE PRETREATMENT STANDARDS:**

No person shall cause to be discharged, either directly or indirectly, any substance in violation of any Industrial Pretreatment Program adopted by the District.

# ARTICLE 9

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## USER REQUIREMENTS

### PART A: SERVICES

#### 9A-1 SERVICE LINES:

##### **9A-1-1 Construction.**

Separate and independent service lines shall be designed, installed and constructed by the Property Owner at his sole cost and expense for every improvement requiring water or sewer service. Such service lines and any other sewer facilities located on the property shall be designed and constructed in accordance with applicable rules, regulations, standards and building codes. (Cross-reference: 5-5 MULTIPLE USE OF TAP PROHIBITED)

##### **9A-1-1.1 Sewer.**

Sewer service line for multi-family units, commercial establishments or industrial users shall discharge directly into a manhole at the sewer main. Sewer service line for single family residence shall be connected directly to the sewer main with a standard "wye" connection or may discharge directly into a nearby manhole where appropriate.

#### 9A-1-2 Maintenance.

##### **9A-1-2.1 Sewer.**

The Property Owner shall be responsible for maintaining, repairing and replacing the entire length of their Sewer Service Line. They shall ensure that no root infiltration, surface water, or groundwater enters the District System through their Service Line(s). The District may affect the repair or otherwise cure any such condition and may charge the Property Owner the costs thereof as provided in Section 3-4, but the District is not obligated to effect any repairs or curative work on Property Owner's Service Line(s). (Cross-reference: 3-6-9 Infiltration; 8-1-2 Groundwater; Surface Water)

- 1) Control Manholes Required: When required by the District, any Industrial User shall install and maintain at its sole expense a District-approved control manhole in the Service Line(s) to facilitate observation, sampling and measurement of the wastewater flows.

##### **9A-1-2.2 Water.**

The Property Owner shall be financially responsible for maintaining, repairing and replacing the entire length of his Water Service Line. Each Property Owner shall be responsible for immediately instituting maintenance, repair or replacement for leaks or breaks in the Water Service Line up to and including the tube nut which threads onto the curb stop. Leaks or breaks must be repaired at the Property Owner's expense, within a reasonable period of time after notification of such condition by the District. The decision of what constitutes a reasonable time period during which to effect repairs shall be at the sole discretion of the District. If satisfactory progress toward repairing said leak or break has not been completed within such time period, the District shall have the right to effect the repair and collect such costs as may be incurred from the Property Owner. Upon discovery, for leaks or breaks occurring between the corporation stop and up to and including the curb stop, the District will institute the repairs and collect such costs incurred from the Property Owner. The District has the authority and right to place a lien on the property if such costs are not paid.

## **9A-2 WATER METERS:**

All users of District water shall be required to have meters installed to measure the flow of water through the tap. The Property Owner shall, at their sole expense, purchase and install a meter as specified by the District. After the District has approved the initial water meter installation and the property owner has paid all related expenses, the District may accept the meter. After acceptance of the meter by the District, and the expiration of any warranty coverage on the meter, the District shall then be responsible for maintenance, repairs, testing and replacement of the meter. Each meter shall be placed under the direction of the District and shall have meter couplings and/or flanges and isolation valves on each side; and a backflow preventer as specified in Appendix B for water services identified by the District. All meters shall be so located as to be inspected easily at any time by District officials.

### **9A-2-1 Meter Property of District.**

Once installed, the meter shall be deemed the property of the District and may not be removed or interfered with except upon prior approval by the District.

### **9A-2-2 One Building Per Meter.**

No more than one building shall be served by one meter without the express written authorization of the district. A "building" for this purpose is a structurally independent improvement with plumbing facilities installed. No manifolding or looping of two or more meters is permitted. (Cross-reference: 3-6-19 Unauthorized Connection of Two or More Taps)

### **9A-2-3 Cross-Connection Control.**

Each Property Owner shall comply with the CDPHE Cross-Connection Manual. All fire protection systems must utilize a reduced pressure principle back-flow prevention device. (Cross-reference: Appendix B: CROSS-CONNECTION CONTROL REGULATIONS)

### **9A-2-4 Irrigation System Metering**

Any Property Owner who uses domestic water for irrigation purposes is encouraged to segregate the irrigation use such that a separate irrigation meter can be installed. The Property Owner can, at their sole expense, purchase and install an irrigation meter as specified by the District for metering irrigation use. The District provides a separate Irrigation Rate for this purpose. Any water metered for irrigation must first pass through and be metered by the building's master meter before it is metered by the irrigation meter. After the District has approved the irrigation water meter installation and the property owner has paid all related expenses, the District may accept the irrigation meter. After acceptance of the irrigation meter by the District, and the expiration of any warranty coverage on the irrigation meter, the District shall then be responsible for maintenance, repairs, testing and replacement of the irrigation meter. Each irrigation meter shall be placed under the direction of the District and shall have meter couplings and/or flanges and isolation valves on each side; and a backflow preventer as specified in Appendix B for water services identified by the District. All meters shall be so located as to be inspected easily at any time by District officials.

## **9A-3 INTERCEPTORS (OIL, GREASE AND SAND TRAPS):**

Grease trap interceptors are required for all facilities used and operated regularly for the sale of prepared food, including, but not necessarily limited to, restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops and any and all other kinds and types of food vending establishments in which any food preparation (including heating or defrosting in or by means of any kind of oven or heating device) takes place on the premises, whether or not such facilities are located in a separate building or structure, or occupy space in a building or structure that is occupied by other businesses, as well as schools, churches, boarding houses with communal kitchen facilities, nursing homes, and day care centers which have kitchens and engage in the preparation of food. All garbage disposal discharges must go

through the grease trap. It is the obligation of the Property Owner to notify the District of any use of the premises that includes the preparation of foods. This Section does not apply to residential homes. Oil, sand or sediment trap interceptors are required for all gas stations, parking structures, commercial garages and car wash facilities. Property Owner will be required to submit a Certificate of Maintenance to the District each time the interceptor is cleaned. The certificate will need to indicate the quantity of oil, grease and sediment collected and removed at the time of cleaning. Based on historical records and certificates received by the District, the cleaning interval may be adjusted so as not to allow the interceptor to be more than 80 percent full at the time of cleaning. (Cross-reference: 9A-9 CHANGES IN USE, EQUIPMENT OR SERVICE; 9 PART C: INTERCEPTOR DESIGN AND INSTALLATION STANDARDS)

### **9A-3-1 Location.**

All oil, grease or sand interceptors required to be installed by these Rules and Regulations shall be located inside or outside the building being served, within the private property boundaries of the building being served and shall be so installed and connected as to be at all times easily accessible for inspection and cleaning. Oil, grease or sand interceptors shall not be closer than three feet to any building or property line.

### **9A-3-2 Installation and Maintenance.**

Property Owner shall install interceptors in accordance with the provisions of Part C of this Article 9 at his sole cost, and at all times use, maintain, clean and ensure the effective operation of any and all interceptors. If the Property Owner fails to meet these requirements, the District may affect the necessary cleaning, maintenance or repairs, and may charge the Property Owner the cost thereof. (Cross-reference: 3-6-3 Interceptor Violations)

### **9A-3-3 Inspection.**

The District may go upon the Property Owner's property to inspect any such interceptor from time to time as it deems necessary, and the Property Owner shall be liable for the Inspection Fees as provided by Section 7-3 above.

## **9A-4 SWIMMING POOLS:**

### **9A-4-1**

No person shall discharge or permit to be discharged any Swimming Pool Discharge into the District System except in conformity with conditions of these rules and regulations. (Cross-reference: 5-10-1 General Conditions; 5-10-2 Mechanical Controls)

### **9A-4-2 Inspections.**

The District may inspect any facilities designed or utilized to permit Swimming Pool Discharge to enter the District System, and Property Owner shall be responsible for payment of the Inspection Fees as provided by Section 7-3 above.

## **9A-5 CAR WASH HOLDING TANKS:**

Car wash operations may be required to install holding tanks sized to reduce peak flow to the sewer system. In any event, such holding tanks shall not have less than 10,000-gallon capacity. When holding tanks are determined by the District to be necessary, they shall utilize a pump to discharge water from the holding tank to the sewer system. The maximum flow rate of the pump for the installed condition shall not exceed the rate of flow approved by the District.

### **9A-6 LIFT STATIONS:**

The District has determined that lift stations constitute a source of maintenance and operational problems, and should be avoided if practicable. Where there is no alternative alignment that would allow gravity flow of wastewater from any served premises to the District System, then a lift station will be permitted subject to approval by the District of the design and discharge rate of such lift station. The purpose of such approval is exclusively for ensuring that the discharge from the lift station does not exceed the anticipated flow from such served premises based upon the number of CEUs issued for such premises, and the such lift station shall be a private facility, not part of the District System, and the District will assume no responsibility for the sufficiency, quality, operation, repair, maintenance or replacement of such lift station. If the District determines in its sole discretion that a lift station is needed on a proposed or existing District Main or other part of the District System in order to operate the District System or any portion thereof, then the District will design and construct such lift station, and the Developer of property to be served thereby shall bear all the District's costs incurred for or relating to such design and construction, without limitation.

### **9A-7 CERTAIN DRAINS PROHIBITED:**

No drain may be connected to the District System which would or could permit groundwater or surface water to enter the District System. This prohibition applies to basement drains, and any and all groundwater and surface water drainage structures or systems, or other clearwater connections, without limitation. Sump pumps shall not be connected to or permitted to discharge into the District System without express written permission by the District. (Cross-reference: 3-6-5 Prohibited Drains)

### **9A-8 CESSPOOLS AND SEPTIC TANKS:**

No connection to a District Main will be permitted if the service line extends through or from a cesspool or septic tank.

### **9A-9 CHANGES IN USE, EQUIPMENT OR SERVICE:**

Property Owner shall notify the District prior to a change in use of their property that would require the installation of a grease or sand interceptor under Section 9A-3 and provide design documents for District review as required under Section 9C. Similarly, Property Owner shall notify the District and provide design documents for District review for installation of a Swimming Pool as required under Section 9A-4 above. For any change in use of the property that would potentially increase water demand, the District will require submittal of design documents and a permit application for said change in use to calculate the expected increased demand and the corresponding increase in the CEU. Tap Fees will be adjusted for change in use that would potentially increase water demand and shall be paid by the property owner in accordance with the current Tap Fee schedule. The previously paid Tap Fee will be adjusted according to the current Tap Fee schedule and subtracted as a credit from the new Tap Fee calculation. (Cross-reference: 8-1-16 False Official Statement; Report; 3-6-12 Failure to Notify of Use Changes)

### **9A-10 HYDRANT USE:**

Fire Hydrants are owned and maintained by the Copper Mountain Metropolitan District. Each Hydrant is provided for emergency use or training use by the Fire Department. No other use is allowed without the express written authorization of the District. Water required for construction (dust control, compaction, cleaning, etc.) is available from a designated District fill station or through a rental agreement for a fire hydrant water meter and backflow assembly provided by the District. Construction water users will be required to pay fees and charges established by the District. (Cross-reference: Appendix A: Rate & Fee Schedules and Rate Structure)

Violators will be subject to District penalty charges and actual costs to collect. (Cross-reference: 3-6 Penalty Charges)

**9A-11 CONSTRUCTION CONSULTANTS:**

The District may enter into contracts with one or more consultants in connection with construction projects in which the District has an interest. Such consultants may be individuals or companies in any profession or trade that, at the discretion of the Board, is deemed capable of providing needed testing, information, pre-construction work, or other assistance, including, but not limited to, design engineering, soils engineering, hydrological engineering, surveying and construction staking, and project supervision. Contracts with such consultants shall be subject to the provisions of Section 9B-1-9, and all subsections thereunder, pertaining to insurance coverage. For purposes of Section 9B-1-9 and its subsections, the term "Developer/Contractor" shall include any and all construction consultants as herein defined. (Cross-reference: 9B-1-9 Insurance)

## **PART B: CONSTRUCTION STANDARDS**

### **9B-1 GENERAL CONSTRUCTION STANDARDS:**

All excavations and other work on Main Extensions, Taps, or other District facilities shall be performed in conformity with and are subject to the requirements and conditions set forth below. The term Developer/Contractor as used in this Part B applies also to the Property Owner.

#### **9B-1-1 Compliance.**

Developer/Contractor shall comply with all District, State and Federal Rules, Regulations, Standards and Specifications.

#### **9B-1-2 Safety.**

It shall be Developer's/Contractor's responsibility to determine, initiate, maintain, and supervise all measures necessary to protect the public during construction.

#### **9B-1-3 Permits.**

The Developer/Contractor shall be solely responsible for determining and obtaining any and all permits required for the work from other governmental entities or agencies having jurisdiction and shall perform the work in accordance with any and all applicable ordinances, regulations, laws and orders of, or permits issued by, such entities or agencies.

#### **9B-1-4 Subsurface Structures.**

The District shall make available to the Developer/Contractor record drawings showing the location of its facilities in the vicinity of the work, and otherwise comply with all applicable laws and regulations pertaining to the location of the District's underground facilities. The Developer/Contractor shall be finally and solely responsible for determining the existence and location of all other subsurface structures in such area and shall indemnify and hold the District harmless against any and all claims for damages to any such structures.

#### **9B-1-5 Warranty.**

All materials and workmanship furnished by the Developer/Contractor shall be warranted for a period of one year and shall conform to the provisions of Part C of this Article 9 and to all plans and designs approved by the District, and shall be free from all defects due to faulty or non-conforming materials or workmanship.

#### **9B-1-6 Inspections.**

No inspection or testing shall be performed by the District on weekends or holidays, or before 8:00 a.m. or after 5:00 p.m., without the express agreement of the District secured in advance. Whenever an inspection or testing is required by any specific provision of these Rules and Regulations or by the terms of any permit or plan approval, the Developer/Contractor shall give the District such notice as is required and shall not cover or otherwise obscure the work to be inspected until the inspection has been made. If required by the District, the Developer/Contractor shall uncover or otherwise make such work accessible for inspection when ordered to do so by the District. The inspections, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, testing, or reviews required or authorized by these Rules and Regulations, or by reason of the issuance of any approval or permit for any work subject to this Section.

### **9B-1-7 Independent Investigation.**

Developer/Contractor shall thoroughly examine the work site to ascertain for himself all soil, geological, groundwater and other conditions to be encountered which might affect the work being undertaken. The Developer/Contractor shall enter into such work relying on his own investigation and information, and not on any statements or representations, if any, that have been made by the District.

### **9B-1-8 Indemnification.**

By undertaking any work subject to this Section, Developer/Contractor agrees to indemnify and hold harmless the District and the Property Owner on whose property the work performed from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with any work subject to this Section if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Developer/Contractor, or which arise out of any Worker's Compensation claim of any employee of the Developer/Contractor. Developer/Contractor shall investigate, handle, respond to any and all claims, and to provide defense for the District and such Property Owner at the sole expense of Developer/Contractor. The Developer/Contractor also shall bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

### **9B-1-9 Insurance.**

Developer/Contractor shall not commence work on District facilities until insurance as provided hereunder has been obtained and certificates evidencing the same have been issued by the respective insurance companies to the District. Such insurance companies must have a rating of A plus 2A or better in Best's Insurance Service. (Cross-reference: 9A-11 Construction Consultants)

#### **9B-1-9.1 Scope of Coverage.**

Developer/Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability claims, demands, and other obligations assumed by Developer/Contractor pursuant to 9B-1-8. The Developer/Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to 9B-1-8 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

#### **9B-1-9.2 Types of Coverage.**

Developer/Contractor shall procure and maintain and shall cause all subcontractors of the Developer/Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the District. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Developer/Contractor pursuant to 9B-1-8. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 1) Performance Bond in a form approved by the District.

- 2) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. All Developers/Contractors shall request their Worker's Compensation carrier to provide the District with a Certificate of Insurance naming the District as a holder of a Certificate of Insurance.
- 3) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- 4) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Developer's/Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 5) Professional Liability insurance with minimum limits of THREE HUNDRED THOUSAND (\$300,000) each claim and SIX HUNDRED THOUSAND DOLLARS (\$600,000) aggregate.

**9B-1-9.3 Miscellaneous.**

The policy required by Paragraphs (3) and (4) above shall be endorsed to include the District and its officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the District shall be excess and not contributory insurance to that provided by Developer/Contractor. No additional insured endorsement to the policy required by Paragraph (2) above shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer/Contractor shall be solely responsible for any deductible losses under any policy required above.

**9B-1-9.4 Enforcement.**

Failure on the part of Developer/Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute cause for issuance of a Stop Work Order under 9B-3. In addition, without waiving any other available remedy, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the District shall be charged to and paid by Developer/Contractor under Section 7-10.

**9B-1-9.5 Governmental Immunity.**

The District is relying on, and has not waived, the monetary limitations of damage claims and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as the Act now exists or may hereafter be amended from time to time.

**9B-1-10 Record Drawings.**

Upon completion of the work, Developer/Contractor shall submit to the District Record Drawings on electronic media compatible with the District records and certified compaction test results relating to such work.

## **9B-2 REQUIRED SUBMITTALS:**

No Developer/Contractor shall begin any excavation or any other work on any Main Extension, Tap, or other District facilities until he has obtained the prior approval of the District therefor, and has submitted, in addition to any other materials required elsewhere herein, the following, approved as to form by the District: (Cross-reference: Section 01340 of CMCMD Technical Specifications)

### **9B-2-1 Written Agreement.**

A written agreement duly signed by Developer/Contractor (1) acknowledging his consent to be bound by the provisions of Section 9B-1; (2) warranting that the work will conform to such provisions and will be free from defects due to faulty or nonconforming materials and workmanship; (3) agreeing to indemnify the District as provided in Section 9B-1-8, and (4) agreeing to pay any and all applicable fees and charges provided by these Rules and Regulations in connection with the work.

### **9B-2-2 Insurance Certificates.**

Certificates prepared by Developer's/Contractor's insurance agent in a form satisfactory to the District evidencing that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the work being performed and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days' prior written notice has been given to the District. The District reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

### **9B-2-3 Plumbing Permit.**

A true copy of a current plumbing permit issued by the Summit County Building Department, containing a description of the work to be performed and authorization therefor, and drawings approved by Summit County.

### **9B-2-4 Fees.**

The full amount of all fees payable in advance, or any required costs deposits, or both.

## **9B-3 STOP WORK ORDERS:**

### **9B-3-1 Order.**

The District may revoke any approval for work and issue a Stop Work Order upon a determination that the Developer/Contractor has violated or has failed to meet any condition of the approval, any provision of this Part B, or any other standard, specification, or rule imposed by the District. A Stop Work Order may be issued in writing by the District Manager, and shall take effect immediately upon the issuance thereof, and remain in full force and effect until rescinded in writing by the District.

### **9B-3-2 Effect.**

It is unlawful for any person to do any work in violation of the terms of any Stop Work Order issued pursuant to this Section except such as may be permitted by the District in order to render the construction site safe and secure. (Cross-reference: 3-6-13 Violation of Stop Work Order)

## **9B-4 CURE OF DEFECTS:**

### **9B-4-1 Order to Cure.**

If the District determines that any part of the work was not performed in conformity with these Rules and Regulations or approved plans, or is defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty, it may give written notice thereof to the Developer/Contractor. Such notice shall specify the non-conformity, direct the Developer/Contractor at his cost and subject to this Part B to perform specified curative work, and specify the period of time determined by the District

reasonably necessary for completion of the curative work.

#### **9B-4-2 District Cure.**

If the Developer/Contractor fails within the time stated following such notice to cure the nonconformity specified therein, the District, in addition to and without waiving any of its other remedies, may perform the work and charge the Developer/Contractor for its actual costs incurred in connection therewith, calculated in accordance with the rates set forth in the Appendix A hereto. The provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any charges assessed to Developer/Contractor under this Section. (Cross-reference: 7-10 CURE CHARGES; 7-14 WITHHOLDING APPROVALS, ACCEPTANCES AND PERMITS)

#### **9B-5 FEES:**

Developer/Contractor shall pay the District all fees imposed and assessed by the District for permits, reviews, inspections, tests, approvals, and any other undertakings performed by the District or its professional consultants in connection with the administration and enforcement of these Rules and Regulations, as provided by Article 7.

#### **9B-6 RELOCATION OF DISTRICT FACILITIES:**

It is the policy of the District to work in cooperation with state and local governmental entities when needed public construction projects require the relocation, adjustment or rebuilding of District facilities. It is the purpose of this Section to set forth the terms and conditions applicable to such relocation, adjustment or rebuilding.

##### **9B-6-1 General Construction Provisions Applicable.**

All provisions of these Rules and Regulations applicable to Developers/Contractors and Property Owners also apply to the activities of any governmental entity in effecting any relocation, adjustment, rebuilding, or other work on District facilities which lie in the public way. For purposes of this Section 9B-6 and its subsections, the term "Public Entity" is used to designate the governmental unit requesting relocation, adjustment or rebuilding of District facilities.

##### **9B-6-2 Public Entity to Bear Costs.**

The public entity shall bear all costs, direct and indirect, of the relocation, adjustment or rebuilding of District facilities.

##### **9B-6-3 Notice of Need For Relocation.**

The public entity shall notify the District immediately when it has taken under consideration any construction project which will or may require the relocation or adjustment of District facilities. Such notice shall be in writing and shall contain or include the following:

###### **9B-6-3.1**

A description of the proposed construction project;

###### **9B-6-3.2**

An explanation of the necessity of the project which will or may cause the need for relocation of District facilities;

###### **9B-6-3.3**

A listing of any and all alternatives that have been considered by the public entity that would avoid the need for relocation or adjustment of District facilities, and, for each such alternative that has been rejected, a statement of the reason for its being rejected;

**9B-6-3.4**

All reasons that have been considered by the public entity in reaching the determination that the District facilities need to be or may need to be relocated or adjusted;

**9B-6-3.5**

Drawing or drawings showing all design alternatives under consideration for the project and demonstrating the way in which each proposed design impacts District facilities, and a narrative description of such expected impact, including, but not necessarily limited to, vertical or horizontal distances that the District line or other facility would have to be moved and the nature of any other adjustment, relocation or rebuilding of District facilities that will or may be entailed.

**9B-6-3.6**

The date upon which the proposed construction is planned to commence;

**9B-6-3.7**

A recitation of pertinent financial information, including verification that funds have been properly budgeted and appropriated for the project, the projected costs, whether any other agency or source will participate in the funding, and anticipated disbursement procedures and schedules.

**9B-6-4 Meeting With District Engineer.**

As soon as practicable after the issuance of the notice, engineering representatives of the public entity shall meet with the District Engineer or his designee to discuss the project, coordinate the needs of the District and the public entity, and review any alternatives to make certain that all options have been fully considered.

**9B-6-5 Preliminary Approval.**

The District Board of Directors will give preliminary approval to the requested relocation, adjustment, or rebuilding of District facilities as provided in this Section, if the Board of Directors, with the advice of the District Engineer and counsel, makes a determination or finding that the following conditions are met:

**9B-6-5.1**

All requirements of these Rules and Regulations, including but not limited to the provisions of this Section, have been complied with by the public entity;

**9B-6-5.2**

The Board finds that the construction project causing the request for such relocation, adjustment or rebuilding is necessary;

**9B-6-5.3**

The Board determines that the public entity has the authority to undertake the project;

**9B-6-5.4**

The Board finds that the manner in which the project has been planned and implemented has not been arbitrary, capricious, unreasonable or discriminatory against the District;

**9B-6-5.5**

The Board finds that suitable arrangements have been made to pay the costs of the relocation, adjustment or rebuilding of District facilities; and

**9B-6-5.6**

The Board finds that no justifiable reason exists in fact or in law for withholding approval.

**9B-6-6 Coordinated Construction Schedule.**

Upon preliminary approval by the District Board, the District Engineer shall meet with the engineering representatives of the public entities to develop a coordinated construction schedule which shall thereafter be adhered to by all parties unless altered by mutual consent.

**9B-6-7 Construction Drawings Required.**

As soon as available, a set of construction plans for the proposed project showing the locations of the District facilities to be relocated, adjusted, or rebuilt shall be provided to the District.

**9B-6-8 District Will Elect Whether to Perform Relocation.**

The District, in its sole discretion, may choose to perform the work itself. If so, the public entity shall pay the cost of such work in accordance with a payment schedule or plan to be agreed upon between the District and the public entity. If the District does not make such election, any relocation, adjustment, or rebuilding performed by the public entity shall be conducted in accordance with these Rules and Regulations in all particulars and be in accordance with plans approved by the District. Such work shall be accomplished without impairing or interrupting the District's ability to provide service to its constituents. The public entity shall warrant all work against any and all defects and workmanship or materials for a period of 2 years.

**9B-6-9 District to be Reimbursed for All Direct and Indirect Costs.**

Any and all costs incurred by the District as a reasonable consequence of the public entity's request for services to be provided by the District in connection with any relocation, adjustment or rebuilding of District facilities under this Section, whether deemed direct or indirect, shall be reimbursed to the District by the public entity. All charges for plan reviews and inspections shall be paid in advance in accordance with the applicable provisions of these Rules and Regulations. (Cross-reference: 7-3 INSPECTION FEES; Appendix A: Rate & Fee Schedules and Rate Structure)

# **PART C: INTERCEPTOR DESIGN AND INSTALLATION STANDARDS**

## **9C-1 GENERAL:**

All work for design and installation of grease, sand or other types of interceptors shall be performed in conformity with and are subject to the requirements and conditions set forth in Part B of Article 9.

## **9C-2 ENGINEERING REVIEW**

Three sets of plans and specifications, including complete mechanical and plumbing sections with interceptor detail and calculations shall be submitted to the District for review prior to construction. Interceptor designs must meet the criteria set forth in the following paragraphs and in accordance with the appropriate sections in the District's Rules and Regulations.

## **9C-3 DESIGN STANDARDS**

All designs shall conform to the Uniform Plumbing Code. It is the Developers/Contractors and/or Customer's responsibility to determine the adequate size of the interceptor.

- 1) The minimum size of the interceptor shall be determined by the maximum flow or expected maximum flow to the interceptor.
- 2) Where actual flow is unknown, expected flow can be determined by fixture-unit values from the Uniform Plumbing Code, or Plumbing and Drainage Institute. Fixture-unit values are then converted to GPM discharge rates based on one fixture-unit equaling 7.5 GPM discharge from the fixture. Table 9C-3-1-1 gives sample fixture-unit values and equivalent discharge flow.

Where applicable, flow may be on the maximum number of meals served at peak periods of the day. Volume, in gallons, of the interceptors shall be 2½ times the number of meals served.

- 3) The flow to the interceptors shall not exceed 2½ times the certified gallons per minute flow rating of the given interceptor.
- 4) If flow to the interceptor is continuous, upsize the interceptor by 50%.
- 5) Any grease interceptor installed with the inlet more than four feet lower in elevation than the outlet of any fixture discharging into such interceptor shall have an approved rate of flow which is not less than 1½ times greater than the rated capacity.
- 6) Interceptors shall discharge to a storage tank.
- 7) Provide cleanouts and backwater valve for each installation.
- 8) Each interceptor shall be provided with an approved flow control or restricting device installed in a readily accessible and visible location in the inlet of each interceptor.
- 9) Flow control devices shall be designed such that the flow shall at no time be greater than the rated capacity of the interceptor. No flow control device having adjustable or removable parts shall be approved.
- 10) Each flow control fitting shall be provided with an air intake/vent.

**Table 9C-3-1-1**

Fixture/Equipment Drain Outlet Size (Inches)	Fixture-Unit Value	Discharge GPM Equivalent
1¼	1	7.5
1½	2	15.0
2	3	22.5
2½	4	30.0
3	5	37.5
4	6	45.0

**9C-4 INSTALLATION**

Interceptors can be located inside or outside the building being served and must be within the buildings private property boundaries. All drains from the kitchen, food preparation, dish washing, and other similar type areas shall be connected to the appropriate interceptor. Garbage grinders not connected to the grease interceptors shall not be used for disposal of grease. All drains from automotive servicing areas shall be connected to oil and sand interceptors.

- 1) It is not advisable to have a long horizontal run of piping, which is below the static water level in the interceptor. All piping below this level will be filled with water and grease modules and the grease will solidify, plugging the pipe. If a low inlet is used, provide adequate clean flushing water.
- 2) When using high inlets, note that gases from the interceptor may pass back through the drain opening. An additional trap should be considered under the sink.
- 3) Where installations are set in a pit, provide grating or other removable cover for access.
- 4) Vent installation - all flow control devices shall be connected to vent stack or vent not lower than the flow level of the highest drain serviced or terminated in a return bend at the same elevation outside the building. Intake air/vent shall terminate with elbow turned down.