

# **RULES AND REGULATIONS**

Turkey Canyon Ranch Water District  
15582 Cala Rojo Drive  
Colorado Springs, CO 80926

## **ARTICLE 1 – AUTHORITY, SCOPE & PURPOSE**

The Turkey Canon Ranch Water District (“the District”) is a Special District in the State of Colorado operating under the authority of the Special District Act, C.R.S. 32-1-101. The District is governed by a board of directors, which pursuant to the Special District Act, consists of five members. The members must be electors of the District as defined by state law and are elected to staggered four-year terms of office at successive biennial elections. Vacancies on the Board are filled by appointment of the remaining directors, the appointee to serve until the next regular election, at which time the vacancy is filled by election for any remaining un-expired portion of the term. The directors hold regular meetings on the third Wednesday of each month and as needed special meetings.

These *Rules and Regulations* provide an outline of the common rules and regulations of the District, as necessary to provide for the health, safety and welfare of the residents and Property Owners of the District and to regulate the distribution of water. These *Rules and Regulations* of the District do not establish contractual rights, nor are they intended to do so. These *Rules and Regulations* shall not be construed as creating obligations for the District beyond those required by law.

It is intended that these *Rules and Regulations* shall be liberally construed to effect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all the other parts. As used in these *Rules and Regulations*, use of the term "shall" indicates something is mandatory and use of the term "may" indicates it is discretionary. No omission or additional material set forth in these *Rules and Regulations* shall be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity.

These *Rules and Regulations* shall be deemed controlling with respect to the issues addressed by these *Rules and Regulations* and shall replace all prior statements of policy on the same issues. If any clause, sentence, paragraph, section, or portion of these *Rules and Regulations* shall be adjudged invalid by a court of competent jurisdiction for any reason, such judgment shall not affect, impair, or invalidate the remainder of these *Rules and Regulations*.

No employee or agent of the District shall have the right or authority to bind the District by any promise, agreement, or representation in conflict with these *Rules and Regulations*.

Unless otherwise specified, any person violating any of the provisions of these *Rules and Regulations* shall be come liable to the District for payment of the non-compliance fine set forth in *Appendix B*, plus any expenses, loss or damage occasioned by reason of such violation. Such costs shall constitute a perpetual lien upon the violator’s property as allowed by Section 32-1-1001, C.R.S., as amended, or a perpetual lien upon the property concerning which the violator was providing services at the time of the violation in question, whichever the Board deems appropriate.

These *Rules and Regulations* are issued and shall become effective on January 1, 2016, and are subject to amendment and modification, as deemed necessary by the Board and without prior notice or approval by the public, except where notice is specifically required by law. If changes are made, they will be recorded in the Board of Directors meeting minutes and issued as an amendment. At the next Water Board meeting or 30 days later, the amendment will replace the original *Rules and Regulations*. Any and all formal revisions shall be listed in *Appendix A*.

## **ARTICLE 2 – DEFINITIONS**

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

**“Board of Directors”** or **“Board”** shall mean and refer to the Board of Directors of the District.

**“Backflow Prevention Device”** shall mean a Reduced Pressure Principle Backflow Prevention Device (RPPBPD) or an approved air gap, constructed in accordance with CDPHE’s publication entitled “Cross-Connection Control” and the District’s backflow prevention requirements.

**“CDPHE”** shall mean the Colorado Department of Public Health and Environment.

**“Customer”** shall mean and refer to the Person who is responsible for the payment of monthly service charges, including charges for Water Taps that are inactivated, and may include tenants, Owners, or property owners’ associations.

**“Customer’s Service Line”** and/or **“Customer’s Service Connection”** shall mean and refer to the pipe, valve, fittings, and appurtenances located between the curb stop or control valve, as applicable, and the Premises served.

**“Cross Connection”** shall mean any unprotected actual or potential connection or structural arrangement between a public or a consumer’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance not meeting drinking water requirements.

**“Curb Stop”** shall mean and refer to the shut-off valve between the Distribution System and the Premises served and the box or Meter Pit which protects it.

**“Distribution System”** shall mean and refer to the network of water mains, storage tanks, pump stations, and other items necessary for the delivery of water from the Source to the User’s System.

**“District”** shall mean and refer to Turkey Canyon Ranch Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

**“District’s Service Line”** or **“District’s Service Connection”** shall mean and refer to the pipes, valves, stops, and fittings from the District’s Water Main to the Meter Pit.

**“District’s System”** shall mean and refer to the Source facilities and the Distribution System, and shall include all those facilities of the water system owned and operated by the District.

**“Fee Schedule”** shall mean and refer to the fees, rates, charges, and penalties established by the Board from time to time to be paid by Customers of the District, including those fees set forth in the Water Rate Schedule, Tap Fee Schedule, and Miscellaneous Charges Schedule, as listed in *Appendix B*.

**“Fire Service Line”** shall mean and refer to the water line dedicated exclusively for private fire protection of a Premise and shall start at the control valve connected to the District’s Water Main. Maintenance, repair and/or replacement of the Fire Service Line is the Customer’s responsibility. A Back Flow Device is required on all Fire Service Lines, unless its sole purpose is water service to a fire hydrant

**“Inclusion”** shall mean the addition of real property into and subsequent alteration of the District’s boundaries, per 32-1-401, C.R.S., and according to the provisions in Section 9.0 of these *Rules and Regulations*.

**“Landlord”** shall mean the legal owner of a house, an office, or a building, from who a Tenant rents for a period of time.

**“Meter Pit”** shall mean and refer to the water meter, meter pit and/or vault, valves, tailpiece, by-pass, yoke, meter setter, remote reader, and other appurtenances to which the Customer’s Service Line is connected. Even though the Meter Pit, pipes, valves, stops, and fittings are owned by the Customer, the Water District will be responsible for maintaining the Meter, including calibration.

**“Owner”** shall mean and refer to any Person who is the deeded owner or contract purchaser of the Premises served by a Water Tap.

**“Parcel” or “Property”** shall mean and refer to a separate legal lot identified as a separate parcel of real property in the records of the El Paso County Assessor’s Office.

**“Person”** shall mean and refer to an individual, partnership, firm, limited liability company, corporation, trust, association, political subdivision, public body (state or federal), or other legal or governmental entity.

**“Premises”** shall mean and refer to each Parcel or Property which receives Water Service from the District.

**“Property” or “Parcel”** shall mean and refer to a separate legal lot identified as a separate parcel of real property in the records of the El Paso County Assessor’s Office.

**“Reconnect Fee”** shall mean and refer to the fee charged to reconnect service if service is terminated for violation of these *Rules and Regulations*, for non-payment of fees owed to the District, or at the request of the Owner/Customer.

**“Service Area”** shall mean and refer to that area included within the boundaries of the District, and such other geographic areas in which the District, in the discretion of its Board of Directors, shall provide Water Service.

**“Shut-Off”** shall mean the turn-off of water service through a shut-off valve on a service line that has been connected to the District’s System.

**“Source”** shall mean and refer to all components of the District’s System in the production, treatment, storage, and delivery of water to the Distribution System.

**“Tap Fee”** shall mean and refer to the fee charged for new service access to Water Service connections for Water Service.

**“Tap Fee Certificate”** shall mean and refer to the necessary paperwork, as required for obtaining a building permit, showing proof of payment of the Tap Fee to the District.

**“Tenant”** shall mean a person or group that rents from a Landlord and occupies a house, an office, or a building for a period of time.

**“Termination”** shall mean the same as **“Shut-Off.”**

**“Turn-On”** shall mean the initiation or restoration of water service by opening a shut-off valve on a service line that has been connected to the District’s water system.

**“User”** shall mean and refer to person or persons utilizing water from a Water Tap on the Premises and may include the Owner, a tenant, or property owners’ association.

**“User’s System”** shall mean and refer to those parts of the facilities beyond the termination of the District’s Distribution System which are utilized in conveying potable water to the point of use. (Domestic systems start immediately on the User’s side of the Meter Pit).

**“Water Main”** shall mean and refer to any pipe located in the street, right-of-way, or within an easement granted to the District or to the public, which pipe is owned or maintained by the District for the purpose of distributing water to Users and supplying water to fire hydrants.

**“Water Service”** shall mean and refer to the delivery of water to a User.

**“Water Tap”** shall mean and refer to the physical connection of the District’s Distribution System, including all rights for Water Service granted upon payment and satisfaction of all applicable Tap Fees.

## **ARTICLE 3 – WATER RIGHTS, APPROPRIATIONS, WELLS & PONDS**

The District hereby declares that it currently is and/or it can and will make full beneficial use of all groundwater resources beneath property within its Service Area. Except with the District’s prior permission, no Person shall drill, apply for or otherwise make use of the groundwater resources beneath any property within the District, regardless of ownership. The District’s water rights were adjudicated in 1996 and do not include any ponds. No ponds may be created within the District’s Service Area unless explicitly authorized by the District and any required local, State and/or Federal entity.

## **ARTICLE 4 – DISTRICT ACCESS TO CUSTOMER PROPERTY & COMPLIANCE**

### **4.1 GRANT OF ACCESS**

By requesting and receiving Water Service from the District, every Customer shall be deemed to have granted a license to the District, its agents, employees, and representatives, at all reasonable times to enter upon the Premises of the Customer receiving Water Service to maintain water service and determine compliance with these *Rules & Regulations*.

### **4.2 OBSTRUCTION OF EASEMENTS OR RIGHTS-OF-WAY**

No Person shall obstruct easements or rights-of-way containing any part of the District’s System in any manner that may prevent unrestricted access to and use of the easements or rights-of-way by duly authorized employees, agents, or representatives of the District unless such obstructions are specifically permitted, as applicable, by the public authority having jurisdiction of public rights-of-way or under the terms of the agreement granting the easement to the District.

### **4.3 ACCESS TO METERS AND WATER SERVICE EQUIPMENT**

The Meter Pit and remote reader shall remain clear and accessible at all times. Whenever it is necessary to enter a building to read or work on a water meter, a safe passageway must be maintained by the occupant of the Premises, free and clear of obstructions from the building entrance to the water meter. Structures, fences, shrubs and landscaping shall not obstruct the reading or maintenance of the water meter and, if present, shall be removed at the customer’s expense. By connection to the District’s System, the Customer and User consent to the right of the employees, agents, and representative of the District to remove structures, shrubs and landscaping as necessary to maintain access to the water metering equipment.

## **ARTICLE 5 – USE OF WATER**

### **5.1 ALLOWED USES**

The District will furnish water for ordinary domestic, household, and community use and for fire protection purposes as the District’s System may reasonably supply and as may be approved by the Water Board. The District’s water rights provide for in-house use only. Irrigation and outdoor washing of vehicles and/or paved surfaces is prohibited.

### **5.2 USE ALLOWED ONLY WITHIN SERVICE AREA**

The District shall not provide water for use outside the boundaries of the District without the approval of the Water Board except for emergency firefighting when fire is eminently threatening the service area.

**5.3 USE RESTRICTED TO PREMISES**

Except with the prior written authorization of the District, no Customer or User shall use, or permit the use of, any water furnished by the District on any Premises other than that specified in the User's application for service, nor shall any User resell or distribute any water furnished by the District for resale to any Person.

**5.4 WASTE PROHIBITED**

No User shall knowingly permit leaks or waste of water. In the event water is wastefully or negligently used on the Premises by a User, the District may terminate Water Service within five (5) days following written notification.

**ARTICLE 6 – SPECIAL RESTRICTIONS**

**6.1 ADVERSE CONDITIONS**

Adverse conditions due to drought, natural disaster, extreme weather conditions, and mechanical failures of equipment are always possible within the Service Area of the District. The Board, in its sole discretion, may make a determination that adverse conditions exist.

**6.2 LIMITATIONS IMPOSED DURING ADVERSE CONDITIONS**

In the event the Board shall determine that adverse conditions exist, the District may take such action as it deems necessary or advisable to ensure the efficient use and conservation of limited water supplies. The District may adopt supplemental, temporary Rules & Regulations relative to water rationing, time of use schedules, limitation of use and such other measures as it deems necessary or appropriate for the conservation of limited water supplies, ensuring continued water availability, and appropriate utilization of limited water resources.

**6.3 RESPONSIBILITIES OF USERS DURING ADVERSE CONDITIONS**

It shall be the responsibility of all Users to carefully observe all Rules & Regulations, and prohibitions established by the District in the event the Board shall determine that drought conditions exist. The unavailability of water or limitation of water use at certain times shall not relieve the Customer from the payment of all fees and charges established by the District pursuant to the Fee Schedule.

**ARTICLE 7 – WATER TAPS**

**7.1 TAP FEES & CERTIFICATES**

A Water Tap Fee shall be charged to a pending Customer of the District when service is desired at any particular Property within the District. Payment of the Tap Fee, as specified in *Appendix B*, is required prior to the Customer, or a contractor acting on the Customer's behalf, installing the Customer's Service Connection to the District's System. Such fee is the applicant's proportionate share of the system cost in relation to the applicant's use. The District shall issue a Tap Fee Certificate at the time of payment which shall be acceptable by the Pikes Peak Regional Building Department.

**7.2. TRANSFER**

A Water Tap shall not be transferred for use on any real property other than the Premises to which the Water Tap was originally assigned.

**7.3 APPURTENANT TO PROPERTY**

In the event that the Premises served by a Water Tap are conveyed or transferred to a new Owner, such Water Tap shall be deemed transferred with said Premises whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee's sale, sheriff's sale, treasurer's sale, or otherwise. Subject to compliance with these Rules & Regulations, the District may recognize such transferee as the Owner of said Water Tap without having first obtained an assignment of such Water Tap executed by the previous Owner of the Premises.

**7.4 COMMENCEMENT OF CHARGES**

Fees and charges payable to the District shall commence as of the first day of the next billing period after

connection to the District's Water System. A monthly base rate, as determined by the Board, is required on all water taps whether water is used or not, per the rate schedule in *Appendix B*.

#### **7.5 CONTINUATION OF WATER SERVICE PENDING DISPUTE RESOLUTION**

If a dispute arises as to the legal ownership of a Water Tap, the District may, upon written request, continue to provide Water Service to the Premises for such period of time deemed appropriate by the District pending an agreement between the disputing parties or a court determination relative to the ownership of the Water Tap. In the event the District shall determine, in its discretion, that the parties are not proceeding in good faith to achieve a resolution as to the ownership of the Water Tap serving said Premises, the District may terminate Water Service to said Premises.

### **ARTICLE 8 – INCLUSIONS**

Service shall be furnished subject to the District's *Rules & Regulations* and only to Property included within and subject to the *Rules & Regulations* of and taxation by the District. A person owning land outside the exterior boundaries of the District who desires service must include all of his land serviceable by the system contiguous to the Parcel on which service is desired into the District. A formal request for Inclusion within the District shall be made to the District by the applicant, per § 32-1-401, Colorado Revised Statutes, accompanied by a non-refundable deposit, as determined by the Board. At the time the request for Inclusion is made, the Applicant must provide proof of adequate water rights and supplies to serve his property. No water service shall ever be provided to property outside of the District's boundaries, except upon the express written consent of the District. The District has no obligation whatsoever to provide any service outside of its legal boundaries, with the exception of fire service.

### **ARTICLE 9 – TEMPORARY SERVICE**

Water may be used from fire hydrants to temporarily supply construction, commercial, or other needs, or for any other proper purpose, only upon prior application and approval of such request by the District. Only those specific uses and quantities approved by the Board are permitted. Approval will be predicated on proper use of a user supplied and District approved Backflow Prevention Device, if applicable. The temporary Water Service shall be removed and terminated no later than thirty (30) days following the initial installation. Depending on the purpose of use, the District Fee Schedule may apply.

### **ARTICLE 10 – CUSTOMER'S SERVICE LINES**

#### **10.1 INSTALLATION**

The Customer shall be solely responsible for the payment of the costs of the installation of the Customer's Service Line from the District's Distribution System to the Premises served, including the Meter Pit (purchased from the District) and its associated equipment. In some cases, a Water Tap will have already been installed by the Developer up to the Property's utility easement. At no point shall the Customer's Service Line be installed at a depth of less than five (5) feet.

#### **10.2 COMPLIANCE WITH LOCAL CODES**

Customer's Service Lines shall be installed in accordance with the plumbing codes and other specialty codes, as applicable, of the State of Colorado and any local governmental authority having jurisdiction.

#### **10.3 CUSTOMER'S SHUT-OFF VALVE**

The Customer shall install, maintain, and use a shut-off valve to turn water on and off for their convenience. The shut-off valve shall be located downstream of the curb stop and water meter. The District's control valve or curb stop may not be used by the Customer or the User or any of their agents or representatives without the express written approval of the District. Unauthorized use of a curb stop shall constitute illegal tampering of the District's System.

#### **10.4 MAINTENANCE**

The customer shall be responsible for all maintenance and repair of the Customer's Service Line. Once installed, the District shall be responsible for all maintenance and repair of the Meter Pit.

#### **10.5 ELECTRICAL GROUNDING**

No electric circuit shall be grounded to the Customer's Service Line or to the District's Distribution System. Any Person who makes, or permits, such a connection shall be subject to termination of Water Service and shall be liable for damage to the District's Distribution System and for personal injury resulting from such connection. This does not apply to existing homes where Electrical Codes permitted the practice.

### **ARTICLE 11 – SERVICE RATES AND CHARGES**

#### **11.1 ESTABLISHED BY RESOLUTION**

The District shall establish by resolution, from time to time, all fees, rates, charges, and penalties for the use and/or misuse of Water Service and the District's System. A copy of the District's Fee Schedules can be found in *Appendix B* and is also available online at <http://www.thepinonshoa.org/> or from any Board member.

#### **11.2 WATER SERVICE FEES**

Residential customers will be charged a set minimum water service fee, as specified in *Appendix B*, which includes base water usage for each billing period. Additional water fees are charged when meter readings record usage in excess of the base usage allotted by the minimum water service fee.

#### **11.3 CONTRACT RATES**

The District cannot establish special rates and enter into contracts with any Person for the wholesale or retail sale of water or for the rendering of any unusual or extraordinary Water Service.

### **ARTICLE 12 – WATER METER READING**

#### **12.1 METER REMOTE READER**

Since each Customer's water meter is enclosed in a Meter Pit, a remote reader shall be mounted on a secure mounting located a minimum of three (3) feet and no higher than five (5) feet from the ground and located outside of fenced areas for access and for safety. The remote reader must be clear of vegetation so it can be easily read by the meter reader and serviced.

#### **12.2 FREQUENCY**

Water meters will be read, as practical, on a monthly basis. Additional readings will be made on commencement and termination of Water Service and as required by special circumstances. The fact that a water meter is not read shall not preclude the computation of a billing to a Customer. The District may change the frequency of water meter reading as it may determine advisable from time to time.

#### **12.3 ESTIMATED READINGS**

If the District determines that a water meter fails to register accurately, or the District is unable to read a water meter, the Customer shall be billed for the minimum water service fee and/or any additional estimated water use based on Customer's usage history, if available.

#### **12.4 METER AND REMOTE DISCREPENCIES**

The District shall verify on an annual basis that the remote reader accurately reflects the water meter reading. In the event of a discrepancy in readings between the meter and the remote reader, the meter is deemed the correct reading.

### **ARTICLE 13 – BILLING**

**13.1 SCHEDULE**

Bills for use of water and related services will be generated on a monthly basis in accordance with *Appendix B*. The Customer will be billed within the first week of each month.

**13.2 PAYMENTS**

Payments are due on the 25<sup>th</sup> day of each month, with a grace period extending through the end of the month. There are several payment options available to Customers: (1) Payments can be mailed to 15582 Cala Rojo Drive, Colorado Springs, CO 80926; (2) Payments can be placed in the District's payment drop box, which is mounted on the fence of the water treatment facility directly west of the fire station; or (3) Payments may be made through a Customer's online bill-pay service where his bank mails a paper check to the District.

**13.3. LATE FEES**

A Late Fee, as listed in *Appendix B*, will be added to the Customer's account if payment is not received by the 1<sup>st</sup> of the subsequent month. The Customer's account will remain in a delinquent status, and an additional Late Fee applied each month, until all fees and charges are paid in full. The Board has authorized a one-time courtesy reversal of a single Late Fee, per Customer, per calendar year.

**134 TERMINATION FOR NON-PAYMENT**

The District may terminate Water Service to any Premises for which payment is more than two (2) months delinquent. The Water Service may not be restored until all delinquent bills are paid in full, including all applicable charges set forth in the Fee Schedule, listed in *Appendix B*, adopted by the Board for shut-off and restoration of Water Service.

**13.5 RECOVERY OF COSTS**

In the event of delinquency in the payment of any fees or charges, including installation charges, the District reserves the right to assess interest on delinquencies from the due date, reasonable attorneys' fees, reasonable penalties, and other costs of collection.

**13.6 CHARGE FOR INSUFFICIENT FUNDS**

The Board has established a charge to be paid by a Customer for each payment made to the District that is dishonored by the Customer's bank, as listed in *Appendix B*.

**13.7 OWNER RESPONSIBILITY**

All fees and charges for Water Service shall be initially billed to the Person who is the Owner of the Premises making application for Water Service. Upon request from any Tenant as occupant of the Premises, charges for Water Service shall be billed to such occupant, provided, however, that in the event of delinquency, such charges shall thereafter be billed to the Landlord or Owner of the Premises and shall remain a lien against the Premises until paid in full in accordance with applicable law. In the event the charges shall remain delinquent, the District may record written notice of the lien on the Premises with the County Clerk and Recorder and may take any other action authorized by law to enforce payment of such lien.

**13.8 NOTIFICATION OF CHANGES**

The Customer shall be responsible to keep the District advised of the address to which all bills are to be mailed. The failure to receive a bill from the District shall not relieve a Customer of any payment obligation to the District.

**13.9 DISPUTED BILLS**

Initial request for investigation of a disputed bill should be made to the Billing Agent or Board Member. Upon receipt of such request, the Board shall consider the request at the next scheduled Board meeting, and respond to the Customer within fourteen (14) days after such meeting. Said response may contain any information obtained by the investigation and shall contain the decision of the Board.

**13.10 EXCESSIVE WATER USE**



If the District determines that a Customer has excessive water use at his Property, the Customer is notified and encouraged to determine the cause. The Customer shall promptly communicate his findings and any remedies taken to correct the situation. Upon appeal, the Board may grant a one-time per year reduction of the Customer's bill, provided that the cause of the excess usage has been determined and promptly corrected.

## **ARTICLE 14 – TERMINATION OF WATER SERVICE**

### **14.1 AT REQUEST OF CUSTOMER**

When a Customer notifies the District that it wishes for Water Service to be discontinued, the District will read the water meter and terminate Water Service. The Customer shall continue to be subject to monthly minimum charges, but will be exempt from paying the Reconnect Fee one (1) time per calendar year.

### **14.2 BY DISTRICT FOR NON-PAYMENT**

Except as otherwise provided by these *Rules and Regulations*, the District may refuse to supply water or may terminate Water Service to any Premises or structure located therein where the User or Customer fails, after reasonable notice, to pay fees due within the time period specified in the written notice. In such cases, a Reconnect Fee will be required prior to reinstating service. In cases of financial hardship, the Board and/or its authorized representative may approve special requests to accommodate payment plans in lieu of terminating service. This decision is at the discretion of the District, and will be limited to customers demonstrating a sincere effort to establish and maintain a payment plan.

### **14.3 BY DISTRICT FOR NON-COMPLIANCE**

Except as otherwise provided by these *Rules and Regulations*, the District may refuse to supply water or may terminate Water Service to any Premises or structure located therein where the User or Customer fails, after reasonable notice, to comply with the *Rules and Regulations* of the District within the time period specified in the written notice. In such cases, a Reconnect Fee will be required prior to reinstating service. In the event of the violation of the District's *Rules and Regulations* and in addition to any other legal or equitable remedies available to the District, the District may impose fines and penalties, require deposits, terminate Water Service, and/or obtain injunctive or equitable relief to abate such violation.

### **14.3 NOTICE OF TERMINATION BY DISTRICT**

Notice of termination by the District shall be sufficient if given by any one (1) of the following: (a) Regular first-class United States mail, postage prepaid, sent to the Customer's address as shown in the District's records; or (b) Certified mail, return receipt requested, sent to the Customer's address as shown in the District's records; or (c) By hand delivery of notice to the Customer's Premises. The notice shall be deemed complete upon (i) deposit in the United States mail, if the notice is sent by mail; or (ii) delivery to a responsible adult residing at the Premises or, if none, upon posting the notice at the main entrance of the Premises, if the notice is personally delivered. The period for compliance shall be as set forth in the notice. Following completion of a second notice, water service will be discontinued, and a Reconnect Fee required must be paid in full to resume service.

## **ARTICLE 15 – WATER METERS**

### **15.1 SPECIFICATIONS**

Water meter make, model and size shall be determined by the District for each Customer's Water Service. Water metering equipment shall be installed and maintained by District representatives.

### **15.4 OPERATIONAL STANDARDS**

The District's water meters shall be operated within the tolerances and standards established by the American Water Works Association in Section C700 or, in the absence of such standards, within any other standards established by any other organization recognized by the District as an authority with respect to the operational standards of water meters

### **15.5 TESTING**

A Customer may request that its water meter be tested by making an application for such testing to the District. If the test shows that the water meter registers outside the tolerance standards established by the *American Water Works Association*, the water meter shall be repaired or replaced and billed to the Customer for a new water meter, parts, and or labor. An adjustment of the commodity (water unit) charge may be made if the water meter registers above or below the tolerance standards established by the American Water Works Association. Adjustments to billings shall be made retroactive for a period not to exceed one (1) year based upon water usage during the previous year, unless the Board shall determine that such water usage is not representative of current water usage.

## **ARTICLE 16 – BACKFLOW AND CROSS CONNECTION**

### **16.1 BACKFLOW PREVENTION DEVICES REQUIRED**

The District does not currently require all Customers to install a Backflow Prevention Device. However, there may be cases where a potential hazard exists and a Backflow Prevention Device is merited. If required by the District and once notified of the need to install an approved Backflow Prevention Device, it shall be the responsibility of the Customer to furnish, install, and keep in good working order and safe condition, a Backflow Prevention Device which conforms to the standards established by the District and the CDPHE *Cross Connection Control Manual*. Failure, refusal, or inability on the part of the Customer to install, test, and maintain said backflow prevention device shall constitute grounds for discontinuing Water Service to the Premises until such requirements have been met to the satisfaction of the District.

### **16.2 TESTING AND RECORDS**

If a Backflow Prevention Device is required, the District requires that it be tested annually by a certified backflow prevention contractor to assure proper operation. The results of each such annual test shall be provided to the District and, where indicated, appropriate repairs shall be made by the Customer. In instances where the District determines that a potential hazard is great, the District may, in its discretion, require testing at more frequent intervals. The Customer shall be responsible for and bear all costs of testing and any maintenance or repairs required as a result of inspections or testing. Records of inspections, testing, and repairs shall be provided to the District by the Customer and thereafter maintained by the District. Copies of such results may be made available by the District to the CDPHE.

### **16.3 INSPECTION**

The User's System will be available for inspection at all times to authorized representatives of the District to determine whether cross connections or other hazards exist.

## **ARTICLE 17– USE OF HYDRANTS**

### **17.1 AUTHORIZATION**

Only those authorized by the District shall operate, or attempt to operate, any fire hydrant. Any unauthorized operation or attempted operation of a fire hydrant shall constitute illegal tampering of the District's System.

### **17.2 FLOW TEST**

Users requesting flow testing of fire hydrants shall pay the fees and charges established pursuant to the Fee Schedule adopted by the Board from time to time.

### **17.3 RELOCATION**

Only the District or its designee may change or relocate a fire hydrant. If Customer requests fire hydrant relocation and the District approve such relocation with the consent of the applicable fire authority, the Customer shall pay all costs associated with such relocation.

### **17.4 ACCESS**

Posts, fences, vehicles, vegetation, trash and other materials or obstacles shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner

that would prevent such equipment or fire hydrants from being immediately visible and accessible. The District or fire authority shall not be deterred or hindered from gaining immediate access to fire protection equipment or hydrants. A five (5) foot clear space shall be maintained around fire hydrants. Access from the street to the hydrant shall be kept clear if the travel distance is greater than five (5) feet. Customers or Users shall be responsible for pruning or removing landscaping or other obstructions that restrict access to a fire hydrant. Upon notice to the Customer from the District, the Customer or User shall within fourteen (14) days remove such obstruction or correct non-compliance. If the obstruction is not removed or compliance is not achieved within the time required, the District may take corrective action and may bill the Customer accordingly.

#### **17.5 COLOR OF HYDRANTS**

The District shall designate the color of all fire hydrants. No change in the color of fire hydrants shall be allowed unless specifically authorized in writing by the District.

### **ARTICLE 18 – RESPONSIBILITY AND LIABILITY**

#### **18.1 AUTHORIZATION**

The Customer and User shall be responsible for all damage or injury resulting from the failure of the Customer or User to properly construct, maintain, repair, or correct conditions in the User's System.

#### **18.2 PRESSURE AND SUPPLY**

The District does not guarantee, and does hereby expressly disclaim any guarantee of, a uniform pressure, or an uninterrupted supply of water, and Users are cautioned to provide appropriate devices to satisfy specific pressure requirements and sufficient storage of water where an absolutely uninterrupted supply must be assured.

#### **18.3 PRESSURE REDUCING VALVES**

When the District's System pressure is over eighty (80) pounds per square inch (p.s.i.) at the District's Service Connection, it shall be the responsibility of the Customer to install and maintain a suitable pressure reducing valve on the Customer's Service Line. The pressure reducing valve shall be set to maintain a pressure equal to or lower than eighty (80) pounds per square inch (p.s.i.) within the structure.

#### **18.4 LIABILITY OF DISTRICT**

The District will not be liable for any damage to the Premises, injury to the User, the Customer, or others on the Premises caused by interruption of Water Service, reduction of water supply, reduced or excessive water pressure, or quality of water delivered to the Premises but will, whenever reasonable, give Users advance notice when it is known that Water Service is to be interrupted.

#### **18.5 LIABILITY OF USER**

The User shall be liable for any damage to the District's System which is caused by an act of the User, its tenants, agents, employees, contractors, licensees, or permittees. Damage to the District's System shall include, but not be limited to, breaking of seals and locks, tampering with water meters or meter vaults, damage to water meters or meter vaults (including, but not limited to, damage by heat, hot water, or steam), and damaged curb stops, water meter stops, and other Water Service appurtenances. The User responsible for the damage or tampering shall be subject to fines and penalties as established by the Board and/or shall have Water Service terminated by the District.

#### **18.6 RESTORATION OF WATER SERVICE**

If a Customer requests that the District restore Water Service after discontinuation, the District shall have no liability for damages to the Premises if a leak occurs inside the structure, if a faucet or fixture is open or a leak occurs at any place in the Customer's Service Line.

#### **18.7 ALTERATIONS PROHIBITED**

No modifications or alterations to the Meter Assembly shall be made. The Customer shall be responsible for any damage to water meters or meter boxes due to the unlawful modification or alteration of the

District's approved installation. Any such modifications or alterations without the consent of the District shall constitute illegal tampering of the District's System.

**ARTICLE 19 – VIOLATION**

In the event of the violation of the District's *Rules and Regulations* and in addition to any other legal or equitable remedies available to the District, the District may impose fines and penalties, require deposits, terminate Water Service, and/or obtain injunctive or equitable relief to abate such violation.

**ARTICLE 20 – REMEDIES, GRIEVANCES & APPEALS TO THE BOARD**

Any Person aggrieved by a ruling or interpretation of the provisions of the District's *Rules and Regulations* may submit a written appeal to the Board. The appeal shall set forth the events and circumstances leading to the appeal, the nature of the ruling or interpretation from which relief is sought, and the nature of the impact of the ruling on the appellant, together with any other reasons for the appeal.

The Board shall take the matter under consideration, hear testimony if deemed necessary, and issue a written decision to the appellant affirming, denying, or modifying the interpretation or ruling.

**APPENDIX A**  
Revision History

<b>Date</b>	<b>Changes Adopted</b>
January 1, 2016	Initial Release, Articles 1 through 20

**APPENDIX B**  
**Schedule of Rates, Charges & Fees**

All fees and charges are due by the 25<sup>th</sup> of the month of invoicing.

**Water Rate Schedule**

Base Water Usage from 0-2,000 gallons	\$55.00 per month
Water Usage over 2,000 gallons	\$ 7.00 per 1,000 gallons used or prorated

**Tap Fee Schedule**

¾" Service Line	\$7,500 per tap
Fire Service Line	\$2,500 per tap

**Miscellaneous Fee Schedule**

Returned Bank Item (check, draft)	\$25.00 each
Late Fee	\$25.00 each
Water Shut-Off Fee	\$50.00 each
Water Turn-On Fee	\$50.00 each
Property Transfer	\$25.00 each
Remote Post Install	\$100.00 each
Meter Tampering Fine	\$250 each
Water Meter Testing	District cost plus \$15% for shipping/handling

**Fine for Unauthorized Use of a Fire Hydrant** \$750 each

**Fine for Non-Compliance** \$250 each