

# **LA PLATA ARCHULETA WATER DISTRICT**

## **RULES AND REGULATIONS**

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# **ARTICLE 1 - General**

## 1.1 Authority.

The La Plata Archuleta Water District (the District) is a governmental subdivision of the State of Colorado and a corporate body with the powers of a quasi-municipal corporation. These powers are specifically granted for carrying out the objectives and purposes of the District as provided by Article 32 of the Colorado Revised Statutes. The District was formed for the purpose of planning, operating, and maintaining a finished water system.

## 1.2 Purpose.

The purpose of this consolidated body of rules and regulations is to ensure an orderly and uniform administration of water operations in the La Plata Archuleta Water District service area.

## 1.3 Policy.

The Board of Directors of the District declares the rules and regulations set forth will serve a public use and are necessary to promote the health, safety, prosperity, security, and general welfare of the inhabitants of the District. All customers of the District are bound by these Rules and Regulations, as a matter of contract for which there is good and valuable consideration.

## 1.4 Scope.

These Rules and Regulations shall be effective for the District after Board of Directors approval, are the comprehensive regulations which govern the operations and functions of the District, and supersede all prior rules and regulations of the District.

## 1.5 Intent of Rules and Regulations.

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

#### 1.6 Amendment.

The Board of Directors of the District shall retain the power to amend these Rules and Regulations to reflect those changes determined to be necessary. Whether contained in this document or not, amendments approved in the minutes of the meetings of the Board of Directors or any agreement entered into by the Board shall be in full force and effect from the date of the such approval or agreement. Prior notice of these amendments shall not be required to be provided by the District exercising its amendment powers pursuant to this Section.

#### 1.7 Waiver, Suspension or Modification of Rules.

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

## **ARTICLE 2 - Definitions**

Backflow Prevention Device (BFPD): A mechanical device that will allow water to flow in only one direction.

Board: The five member Board of Directors of the La Plata Archuleta Water District. The Directors are elected, or appointed in the case of resignations between elections, to the Board which has the responsibility for policy and management oversight of the Water System. Normal elections for Directors are held in May of even numbered years.

Capital Investment Fee (CIF): A fee payable to the District for the right to connect a particular use to the Water System and includes all facilities from the water main of the District to the downstream side of the water meter pit. The amount of the capital investment fee is set by the Board of Directors and is subject to change.

Contractor: An experienced, bonded and adequately insured person, firm or corporation who is approved and authorized to perform work for or provides a service to the District.

Cross Connection: A physical connection through which a supply of potable water could be contaminated or polluted. A connection between a supervised potable water supply and an unsupervised supply of unknown potability (e.g. joint use of a well and the water system in the same house).

Customer: Any person, company, corporation, homeowner's association or similar entity authorized to connect to and use the public water system under a permit issued by the District. "Customer" is any person who applies to the District for a service connection, service disconnection, main line extension, or other such service agreement, or who attempts to have real property included within, or excluded from the District, as the case may be.

Customer Service Line: The entire pipeline from the downstream side of the water meter pit to the building or other point of use by the customer.

Director Districts: The five distinct geographic areas within the District with one Director residing in and representing each Director District. Directors are elected at-large.

District: Refers to the La Plata Archuleta Water District.

District Service Line: The entire pipeline, associated valves or other facilities used to provide water service from the water main of the District to the downstream side of the water meter pit. A district water service line is owned and maintained by the District from the tap on the District water main to the downstream side of the water meter pit.

District service lines constructed by the customer shall be in accordance with these Rules and Regulations.

General Manager: “General Manager” as used in these Rules and Regulations is the person employed by the Board of Directors to administer and supervise the construction and operation of the District’s water distribution system and its employees, budget and financial affairs.

Inspector: The person or entity under the direction of the District who shall inspect all water connections, excavations, installations of and repairs to the Water System and facilities of the District to ensure compliance with the rules and regulations and when applicable, the construction standards.

Lock-Off: The act of physically locking the meter yoke to prevent a customer from using the Water System.

Meter: The mechanical device, installed by District authorized personnel, which records the volume of water passing from the District’s distribution system to the customer’s service line.

Meter Pit: An underground structure where the water meter is located. The meter pit includes the meter yoke, a shut off valve before the meter, a backflow preventer, a meter, and the pit housing.

Pressure Reducing Valve (PRV): A valve that is designed to reduce the incoming water pressure. Typically necessary when the water pressure exceeds 80 psi, but may also be necessary if the incoming water pressure is lower than 80 psi depending on the existing plumbing and appliances.

Shall or May: The use of the word “shall” is construed as a mandatory direction. The use of the word “may” is construed as a permissible, but not mandatory, direction.

Water Main: Any pipe, piping or system for piping used as a conduit for water in the District’s water system and owned and maintained by the District.

Water System: Any water main, line, appurtenances, accessories, or portion thereof owned and maintained by the District.

Water Tap (Tap): A connection to the Water System that serves an individual meter.

Wet Tap Connection: A connection made to a Water main while it is still in service. Typically used to connect a new main to an existing main.



Any Other Term: Any other term not herein defined shall be defined as presented in the “Glossary – Water & Sewage Control Engineering” A.P.H.A., AWWA, ASCE, and F.W.S.A., latest editions.

## **ARTICLE 3 - Ownership and Operation of Facilities**

### 3.1 Responsibilities of District.

Except as otherwise provided by these Rules and Regulations, the District is responsible for the planning, construction, operation, and maintenance of the water system. The District shall not be liable or responsible for inadequate water treatment or interruption of service brought about by circumstances beyond its control.

### 3.2 Liability of District.

The District assumes no liability for damages by reason of the following: breakage of main lines; interruption of water service and the conditions resulting there from; breaking of any service line, pipe, corporation stop, or meter by any agents of the District; shutting off or turning on water; making of connections or extensions, damage caused by water running or escaping from open or defective faucets; burst service lines or other facilities not owned by the District; damage to water heaters, boilers, or other appliance resulting from shutting water off, or from turning it on, or from inadequate or sporadic pressures; or from doing anything to the Water System of the District deemed necessary by the Board of Directors or its agents.

### 3.3 Responsibility for Notification.

The District shall have no responsibility for notification to Customers of any of the foregoing conditions.

### 3.4 Ownership of Facilities.

3.4.1 All existing and future Water Mains connected with and forming an integral part of the Water System and accepted for maintenance by the District shall become and are the property of the District, unless any contract with an owner or Customer provides otherwise exclusive of Customer Service Lines. Ownership will remain with the District whether the Water Mains are constructed, financed, paid for, or otherwise acquired by the District, or by other persons. Transfer of ownership of Water Mains shall be in accordance with Article 6-System Expansions and Extensions.

3.4.2 The developer is responsible for correction of construction deficiencies within the two-year warranty period. Exceptions to District ownership are private mains which specifically are not accepted by the District due to non-conformance to these Rules and Regulations, the standard specifications for water line construction and other approved standards of construction. Private mains are designated when ownership cannot be transferred to the District free and clear of encumbrances or for other reasons determined solely by the District.

3.4.3 The District owns and is responsible for the maintenance of the Water System up to and including the meter pit. The Customer is responsible for the maintenance of the Customer Service Line serving his or her property including pipelines, valves and

PRV's. This principle of ownership shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain, or otherwise affect the Customer's Service Line.

### 3.5 Ownership of Meter.

All Meters are the property of the District. Ownership shall remain with the District whether the Meters are installed, financed, paid for, repaired, or maintained by another person or whether the Meters are located on a privately owned and maintained service line.

### 3.6 Ownership of Booster Pumps.

3.6.1 A booster pump installed on a Customer Service Line shall be the property of the Customer(s) served by such pump station. Maintenance of such pump is the sole responsibility of the Customer that owns the Service Line and shall not be the responsibility of the District.

3.6.2 The Customer is solely responsible to provide, at their own expense, suitable safety devices, including auxiliary power, to operate and protect the booster pump, his property and himself and others against a stoppage of water supply or loss of pressure. The District expressly disclaims any liability or responsibility for any damage resulting from a Customer's failure to provide such protection.

### 3.7 Existence of Easement.

An easement, whether recorded or not, and whether the Water Main is actually within a recorded easement, is deemed to exist if a Customer is receiving and accepting service from the District. The District shall have access over said easement to affect repairs, maintenance, and replacement; the easement shall be implied to be adequate to conduct such activities.

### 3.8 Conditions of Ownership.

The Customer's ownership of the Service Line shall not entitle the Customer to make unauthorized uses of the Water System. Changes in use of the property or increases in the volume of water used after the initial connection to the Water System shall be subject to these Rules and Regulations, including possible liability for additional Capital Investment Fees.

## **ARTICLE 4 - Use and Maintenance of Water System**

### 4.1 Responsibilities of District.

Except as otherwise provided by these Rules and Regulations, the District is responsible for the operation and maintenance of the Water System in accordance with these Rules and Regulations. The District shall not provide water for use outside the boundaries of the District without the approval of the Board of Directors.

### 4.2 Unauthorized Tampering with the Water System.

4.2.1 No unauthorized person shall uncover, use, alter, disturb, or make any connection with, or opening onto, alter a use, or disturb the Water System without first obtaining a written permit from the District. Unauthorized uses of the Water System include, but are not limited to, an unauthorized turn-on or turn-off of water service, or a tampering, or in any way modifying any Meter, even though the same may be performed on a privately owned and maintained Service Line.

4.2.2 No person shall maliciously, willfully, or negligently, break, damage, destroy, cover, uncover, deface, or tamper with any portion of the Water System.

4.2.3 Any person, who shall violate the provisions of this Section 4.2, Unauthorized Tampering with the Water System, shall be liable to the District for any expense, loss or damage occasioned by reason of such violation, or for any fees or charges payable as determined by the Board. Until paid, all such fees and charges shall constitute a perpetual lien on and against the property served as provided by CRS 32-1-1001(1)(j)(I).

### 4.3 Complaints and Service Requests.

4.3.1 All Customer complaints, requests for service, or inquiries which are not readily answered, will be documented by initiation of a Service Request/Complaint Form. Forms will be completed by District personnel and will indicate the nature of the complaint, request or inquiry and the action taken or response thereto.

4.3.2 Receiving Complaints. Complaints are received and processed by the General Manager. All complaints will receive prompt investigation and action. If investigation indicates that the complaint is without merit, the complainant will be so notified.

### 4.4 Responsible for Maintenance.

4.4.1 Proper maintenance of the Water System requires a sharing of responsibility between the Board and the Customers as herein outlined:

4.4.1.a Customer Service Lines. The Customer or the property owner shall be responsible for maintenance and repair of the Customer Service Line. Each

Customer shall be responsible for all costs associated with maintenance of the Customer Service line from the building or point of use to the Meter Pit.

- 4.4.1.b Meters. Meter sizes for all applications shall be determined by the Customer in consultation with the District.
  - 4.4.1.c Pressure Reducing Valves (PRV). The District recommends the installation of a PRV on all service connections. A PRV may be installed in all Customer Service Lines downstream of every water meter, ensuring that the building's plumbing system, including any fire sprinkler system, are protected from fluctuating water main pressures. Repair and maintenance of the PRV on a private main shall be responsibility of the Customer(s) receiving the service from that private main.
  - 4.4.1.d Water System. The District shall be responsible for repairs and maintenance of the Water System, except for Customer Service Lines and private mains.
  - 4.4.1.e Turn On/Turn Off Service. All routine turn on and turn off of water service at a meter valve shall only be performed by District personnel. During emergencies, a Customer may turn off the water service at the meter valve. The District shall be notified of the turn off and the reason for the turn off at the earliest possible time. Only District personnel shall turn on the water service.
  - 4.4.1.f When initial service is provided and when the turn on/turn off service is performed for a Customer requiring maintenance to his Service Line, a service fee will not be charged. In other circumstances, the District shall assess a single turn on/turn off charge for each turn off and turn on performed. In each case where turn off of water service is caused by non-payment or late payment of service charges and fees, a service fee shall be imposed when the turn on is performed. The service fee will be increased in increments per instance of turn on over a consecutive 12 month period. Please reference Article 9 Rates, Charges and Fees for applicable fees. Payment of all charges and fees are required in full prior to turn on of the water service. All other requests for a turn off or turn on of water service may be granted or denied by the General Manager in his or her sole discretion.
  - 4.4.1.g The District will provide turn on service for a tap for new construction only one time prior to the occupancy of the building served. At the time the Meter is set, service charges begin unless the District is requested to perform a turn off. In this event, the Customer will be charged an additional fee when service is turned on.
- 4.4.2 Safety Devices. Each Customer having boilers, booster pumps and/or other appliances which depend on pressure or water in pipes, or on a continual supply of water, shall provide, at his own expense, suitable safety devices to protect himself and his property against a stoppage of water supply or loss of pressure. The District expressly disclaims any liability or responsibility for any damage resulting from a Customer's failure to provide such appropriate protection.
- 4.4.3 Fire Hydrants.

(a) It is unlawful for any person to operate District valves or fire hydrants without prior written authorization by the District. Law enforcement officers, personnel of the District, or personnel of a fire district/department are authorized to confiscate any hydrant wrench, valve shut off key or other materials found to have been used to operate or attached to any valve or fire hydrant without written District authorization. Any violation shall be considered “Unauthorized Use” and will be subject to all fines and fees herein.

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

4.4.4 Obstruction of Easements or Rights-Of-Way. No person shall obstruct easements or rights-of-ways containing any part of the Water 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.

#### 4.5 Waste of Water.

It is recognized, by the Board and the Customers, that water is a limited natural resource and should not be wasted. It is incumbent upon each Customer to conserve water so as to use only that amount necessary for domestic requirements. Customers shall be aware of the amount of water used and shall strive for maximum efficiency. The District may establish voluntary water usage guidelines to optimize water conservation throughout the District. Further, in periods of water shortage, the District may impose water use restrictions. It shall be incumbent upon each Customer to adhere to water use restrictions when such are imposed.

#### 4.6 Unauthorized Use of Water

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

#### 4.7 Inspection Powers and Authority of District Agents.

The General Manager and other duly authorized agents, consultants or employees of the District, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these Rules and Regulations. Refusal by a Customer, property owner or his agent of any request by the General Manager or any employee of the District to permit such inspections, observations, measurements, sampling and/or testing upon the request may result in the immediate disconnection of service to the property.

#### 4.8 Discontinuance of Service.

The District reserves the right to discontinue service to any property at any time when deemed necessary or appropriate by the Board or the General Manager. The District shall also have the right to discontinue service to any property for violations of these Rules and Regulations in accordance with the procedures set forth herein.

#### 4.9 Access to Private Property.

Application for or receipt of service from the District shall be deemed to give permission by the property owner to allow District employees to enter the premises for the purpose of reading the Meter and, when required, to make changes or repairs to the Meter. Denial of access during reasonable times of day or in case of an emergency shall be cause for termination of service.

#### 4.10 Delivery Pressure.

The District will normally deliver water at a pressure of between twenty five (25) and one hundred and forty five (145) pounds per square inch (psi). In the event the District cannot maintain a delivery pressure of twenty five (25) psi or more, the Customer shall be responsible for the installation of a booster pump or pressure tank and an approved double check valve for backflow prevention. The Customer will also be responsible for the installation of a PRV if the delivery pressure exceeds their appliance parameters.

## **ARTICLE 5 - Water Taps**

### 5.1 Transfer of Water Tap (Tap).

5.1.1 Taps are purchased for and shall be appurtenant to a specific property and once purchased are not transferable, except in the case where unusual circumstances not caused by the property owner create a hardship. The Board shall have sole discretion regarding transfer of a Tap and may consider these factors, among others, to determine whether to permit the transfer:

(a) Whether the transfer is in the best interest of the District.

5.1.1.a Whether the property owner requesting the transfer is the common owner of both the property to which the Tap is appurtenant and the property to which the transfer of the Tap is being requested.

5.1.1.b Whether the property owner requesting the transfer has any outstanding unpaid accounts with the District and has previously maintained a good credit record with the District.

5.1.1.c Whether the property which the Tap is appurtenant has ever been connected to the Water System.

5.1.1.d Whether the property from which the transfer is sought may at some time in the future be connected to the Water System.

5.1.2 If the Board approves a Tap transfer, the property owner requesting the transfer shall pay to the District the actual costs to install the new Tap and abandon the old Tap.

### 5.2 Commencement of Charges.

Fees and charges payable to the District shall commence as of the date the Meter is physically installed for the property, with the first billing rendered on or about the first day of the next billing period following the installation of the Meter.

### 5.3 Charges Pending Installation.

If the transfer of a Tap from one property to another property is permitted by the Board, the Tap shall, pending installation on the new property, be subject to minimum monthly charges even though no Water Service is then being provided to the new property.



## 5.4 Installation.

- 5.4.1 Water Taps shall be installed within one (1) month following the date of payment of the Capital Investment Fee by the Customer or within one (1) month of when District Water Mains are available to serve the property, whichever is later.
- 5.4.2 Separate Water Taps Required. With the exception of an approved Master Meter, each separate property shall be served by a separate Tap, unless specifically approved by the District in writing. If a duplex/triplex/fourplex, which is under common ownership and on a single property, is subsequently subdivided into separate properties, each of those separate properties shall require a separate Tap and payment of an additional Capital Investment Fee.
- 5.4.3 Master Meters. A Master Meter shall be allowed only when approved in writing by the Board and only when there is a property or unit owners' association in existence which is responsible for the payment for Water Service provided in the following situations:
- (a) For condominium units or townhome units which are located within a single building.
- 5.4.3.a For a subdivision that existed before June 1, 2010 which had an existing domestic water distribution system.

In these instances the property or unit owners' association may be permitted to have one (1) Master Meter serving all condominium units or townhome units located within such building or serving the separate lots of the subdivision. Such property or unit owners' association shall satisfy the requirements of the District which are adopted by the Board from time to time to ensure that ability of the property or unit owners' association to collect and pay for Water Service provided to individual condominium units and/or individual townhome units or to the separate lots in a subdivision, which requirements shall include, but are not limited to, evidence of the existence of covenants, conditions, and restrictions affecting such properties which require the collection by the property or unit owners' association of sufficient funds to pay all fees and charges to the District for the Water Service and the establishment of lien rights in the event of the failure to pay the same by the owners of residential dwellings or the separate lots served by such Master Meter.

- 5.4.4 In the case of a commercial or industrial property with multiple users, additional Taps may be provided upon approval by the District after payment of the appropriate Capital Investment Fees.
- 5.4.5 Appurtenant to Property. In the event that the property served by a Tap is conveyed or transferred to a new owner, such Tap shall be deemed transferred with said property 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 and Regulations, the District may recognize such transferee as the owner of said Tap without requiring an assignment of such Tap executed by the previous owner of the property.

5.4.6 Continuation of Water Service Pending Dispute Resolution. If a dispute arises as to the legal ownership of a Tap, the District may, upon written request, continue to provide Water Service to the property 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 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 Tap serving said property, the District may terminate Water Service to said property.

## **ARTICLE 6 - System Expansions and Extensions**

### 6.1 Water Main Extension- General

6.1.1 Any expansion or extension of the Water System shall conform to the District's Standard Construction Specifications and District approved construction drawings. The point of connection to the Water System shall be determined by the District. Physical connection will be made by District authorized personnel following receipt of Connection Fees and other applicable fees, if any. See Exhibit I Rates and Charges for Connection Fees.

6.1.2 The District plans to construct its Water Mains parallel and adjacent to state highways and county roads within the District by utilizing available state highway rights of way using the Special Use Permit Process available through the Colorado Department of Transportation (CDOT) and the La Plata County permit provisions for use of the public highway rights of way within the District. If any easements upon private property are required, the District expects that those property owners who wish to receive Water Service from the District will grant any easements required for Water Mains or District Service Lines to the District at no cost.

### 6.2 Main Line Extension by the District.

The District may construct any Water Main if the Board deems it in the best interest of the District and funds are available to do so. All Water Main extensions, which are so authorized, shall be bid competitively, when required by state law, and a contract awarded under the authority of the Board. The Contractor installing the Water Mains shall be responsible to the Board. The District, through its staff and consultants, shall observe construction activity and coordinate all matters pertaining to the completion of the subject project, including permits, easements, material approvals, site inspection, acceptance, payments to the Contractor, and field verified record drawings. Record data shall be provided in a digital format as per District specifications.

### 6.3 Extensions into Existing Subdivisions.

6.3.1 When the District is requested to extend its Water Mains into a subdivision that existed prior to June 1, 2010 and which had completed residential improvements as of that date, if additional facilities constructed in accordance with District specifications are required to serve such residential properties within the subdivision, the total amount of the CIF paid and actually collected from the property owners within the subdivision shall be credited by the District against the cost of installing such facilities and the property owners within the subdivision shall pay the balance of such costs to the District. In order to qualify for this credit, such work must be done within 2 years of the date water service was available to the subdivision and the work is done by District approved contractors or by District crews. Water service is considered available when a District pipeline has been constructed and placed into service in the County Road rights-of-way adjacent to the road which serves the subdivision.

6.3.2 Any water service agreement or proposal for Water Main extension into a subdivision shall include provisions for conveyance of the appropriate utility easements to the District necessary for the extension, either within any private roads which may exist, within existing utility easements or on private property at no cost to the District. Any costs incurred by the District for any easements necessary to serve property within a subdivision shall be added to the costs of the extension to be paid to the District.

### 6.3.3 Subdistrict

6.3.3.a To date, the District has financed water infrastructure primarily by means of a 5 mill levy imposed on all taxable property within its boundaries. Realizing that many property owners may have a difficult time with paying for the construction of the water infrastructure into their subdivision up front, the District's Service Plan has anticipated the possibility of financing these improvements using Subdistricts to issue debt payable from a mill levy on the properties benefited. Subdistricts would allow the District Board to impose a higher mill levy on certain properties to finance improvements that specifically benefit the area served (subject to approval by vote of the property owners and residents). Under the Subdistrict property tax model, the mill levy would be the same for all properties in the Subdistrict, but the tax burden would differ based on the assessed value of each property.

6.3.3.b The Board has carefully considered the possible use of Special Improvement Districts to accelerate the provision of service into subdivisions and has decided their use is impractical for a variety of reasons. Among other things, the County has not authorized the District to form Special Improvement Districts as required by the Special District Act.

6.3.3.c The Board hereby establishes a formal policy to use Subdistricts as the preferred method of financing subdivision improvements because they are authorized by the Service Plan and consistent with the District's other financing practices and procedures.

6.3.4 Property owners within a subdivision may request the District Board to create a Subdistrict.

6.3.4.a If the Board receives sufficient interest from property owners in a subdivision to form a Subdistrict, the Board will initially draw the proposed Subdistrict boundaries to include all properties currently within the District.

6.3.4.b Under the Special District Act, a property must be within the District before it can be included into the Subdistrict. Owners of property outside the District wishing to include their property into the Subdistrict must therefore first submit Petitions for Inclusion of their properties into both the District and the Subdistrict before such properties can be included into the Subdistrict and

ultimately connect to the water pipeline serving the subdivision. Because there are certain economies of scale, if multiple property owners within a subdivision submit Petitions for Inclusion into the District and Subdistrict at the same time, the Board may reduce the District's standard inclusion fee.

6.3.4.c Owners of property within the District not wishing to have their properties included within the Subdistrict shall be allowed to exclude their properties from the proposed Subdistrict as long as such requests are made no later than the public meeting at which the District Board determines to form the Subdistrict.

6.3.4.d Owners requesting exclusion of their properties from the Subdistrict after its formation must file Petitions for Exclusion and follow the District's exclusion policy; the Petitions should indicate whether the exclusion is from the Subdistrict only or from the District as well. Property owners should be aware that under Section 32-1-503(1), C.R.S., exclusion must be effected before issuance of the Bonds (as defined in Section 6.3.5) or the property will remain subject to Subdistrict mill levy until the Bonds are paid in full.

6.3.5 The District Board may consider the request to form a Subdistrict and upon making the proper statutory findings, may create a Subdistrict and submit a debt and tax Ballot Issue to the eligible electors of the Subdistrict at a TABOR election to authorize unlimited tax general obligation bonds (Bonds) to pay the costs of the main extension (including all related administrative, transactional and soft costs) benefiting the subdivision, subject to certain approvals by La Plata County. In particular, La Plata County must not allocate the Bonds against the District's Service Plan debt limit.

6.3.6 After formation, changes to the Subdistrict's boundaries shall follow the inclusion and exclusion statutes and the District's relevant policies and procedures.

6.3.6.a Owners of properties within the District requesting inclusion into the Subdistrict after its formation must file Petitions for Inclusion and follow the District's inclusion policy.

6.3.6.b Owners of properties outside the District requesting inclusion into the Subdistrict after its formation must file Petitions for Inclusion into both the District and Subdistrict and follow the District's inclusion policy. A Petition for Inclusion into the District and Subdistrict shall be subject to a single inclusion fee.

6.3.7 If a Subdistrict is formed, the Ballot Issue is approved and La Plata County does not have objections or impose objectionable conditions, then the District Board will seek to issue the Subdistrict's Bonds with the least cost lender, which has historically been the Colorado Water Resources and Power Development Authority. To the extent reasonably available in a timely manner, the District's Board intends to apply for grants to offset the costs of connecting the subdivision to the District's water system.

### 6.3.8 Capital Investment Fees in Subdistricts

6.3.8.a To recognize that property owners in Subdistricts at the time of its formation will be paying for the costs of the main extensions through the Subdistrict's mill levy, the General Manager will divide the expected total Subdistrict project cost (after application of any grant funds) by the number of properties within the Subdistrict. If the quotient of the foregoing calculation is greater than the then-current Capital Investment Fee, the District Board shall waive the Capital Investment Fee for all properties which are subject to the Subdistrict's mill levy from its first year of collection to recognize the revenues from such mill levy are paying for the entirety of the Subdistrict improvements being financed to connect the subdivision to the District's water system.

6.3.8.b For properties which are subject to the Subdistrict mill levy after its first year of collection, the District Board may provide a credit against the Capital Investment Fee, provided that such property owners must follow the procedures to include their properties into the District and Subdistrict set forth in Section 6.3.4.b. In certain cases, the Board may also establish an additional Subdistrict Capital Investment Fee that is reasonably related to the equitable costs to serve later-included properties relative to the costs of other properties currently in the Subdistrict. Property owners will be asked to acknowledge and accept such fees as part of their Petitions of Inclusion to the District and/or Subdistrict. Such property owners are encouraged to submit Petitions for Inclusion into the District and/or Subdistrict by March 15 so that such inclusions may be completed by May 1 to allow for the collection of property taxes in the following calendar year. Capital Investment Fees collected from owners under this Section 6.3.8.b shall be applied to either prepayment of the Bonds (if permitted) and/or earmarked for repair and replacement of subdivision infrastructure, at the discretion of the District's Board.

6.3.8.c Property owners who desire to connect to the District's system after the Subdistrict's Bonds have been paid in full must follow the procedures to include their properties into the District set forth in Section 6.3.4.b. Such owners shall receive no credit towards the Capital Investment Fee. In certain cases, the Board may also establish an additional Subdistrict Capital Investment Fee that is reasonably related to the equitable costs to serve later-included properties relative to the costs of other properties currently in the Subdistrict.

### 6.4 Water Main Extension by Developers.

The District has no obligation to extend any Water Main. At the discretion of the District, the District may permit any applicant for Water Service to construct, at the sole expense of the applicant, the Water Main extension required to provide such Service. The applicant shall request intent to provide service from the District and subsequently enter into a written Water Main Extension Agreement with the District prior to the proceeding with any construction.

## 6.5 Locations of Water Main Extensions.

- 6.5.1 Water mains shall be installed in road or street rights-of-way, as well as in easements granted to the District or within any dedicated utility easements. Where it is required that Water Mains must cross land not being subdivided or where such land is under the applicant's ownership or control for the granting of the public right-of-way, each applicant who desires service will, in consultation with and with the approval of the District, plat or grant to the District appropriate rights-of-way or easements in which the required Water Mains shall be constructed.
- 6.5.2 Water Mains shall extend from the point of connection to the District's existing Water System to a point beyond any property frontage improvements or, at the discretion of the District, for the entire width of the subject property frontage.

## 6.6 Water Main Extension Procedures for Developers.

- 6.6.1 Letter of Intent. During the design of a development which requires the construction of extension of Water Mains, the developer shall request that the District provide a letter expressing the District's intent to provide service. The developer's request shall include data on the number and type of residential, commercial or individual facilities, and other activities that would have an impact on water use. The District will analyze its ability to provide Water Service to the site. This analysis will determine the adequacy of Water System capacity and the need to increase the capacity of any existing Water Mains, equipment, or facilities. The analysis will also determine the need to oversize any Water Mains within the development site for anticipated future service needs. The District will provide a formal letter of intent to serve the development site and include any conditions deemed appropriate. This letter of intent to serve should be made available to the County Planning Department and Board of County Commissioners.
- 6.6.2 Oversizing Water Mains. Based on the District estimates of future growth and use of a Water Main, the developer shall construct oversized Water Main extensions as required by the District up to 12-inch diameter. Any Water Main that would need to be oversized to greater than 12-inch diameter, the District will participate, at the District's expense, for the incremental material cost of the oversized Water Main. The District reserves the right to recover the cost of oversizing, including reasonable interest, by connection of future Customers or future Water Main extensions.
- 6.6.3 Application for Approval. Any developer desiring to construct a Water Main within the District shall submit a formal application to the District. This application shall contain a legal description of the property to be served by the Water Main, the estimated number of Taps to be served, the type of structures, the use of the property, the easements to be conveyed, and any other information reasonably required by the District. Once initial approval has been received, the developer shall provide detailed construction plans for the District's review and approval. Within a reasonable time, the District staff and consultants shall review the easements, plans, with appropriate documentation to the District for overall review, and recommend construction plan approval. If cost recovery is applicable, a Cost Recovery Agreement must be concluded in accordance with Section 6.5, Water Main Cost Recovery Agreement.

Two sets of documents marked “Approved” by the District shall be returned to the developer. The cost of such review for compliance shall be paid by the developer.

6.6.4 Deposits with the District. Prior to approval of the Water Main extension by the District, the developer shall deposit with the District an amount sufficient to compensate the District for engineering fees, legal fees, and other costs anticipated to be incurred by the District as a result of the application and the construction of the Water Main. All reasonable inspection costs conducted by any governmental agency, including the District, shall be paid by the developer.

6.6.5 Acceptance of Water Mains. When construction of the water main is completed, the developer shall notify the District and provide one set of District approved documents which have been marked to reflect field verified as-built conditions. The District will then inspect and test the Water Main, equipment, special structures, and easements for conformance to the approved requirements. The developer who has completed construction and District inspection of a Water Main shall, before the Water Main is accepted by the District, assign and convey the Water Main and all appurtenances by Bill of Sale to the District free and clear of all liens and encumbrances, together with an Easement Deed for any required easements, and furnish to the District a warranty bond for a two (2) year period from the date of acceptance of the Water Main by the District. Prior to the acceptance of the Water Main by the District, the developer shall provide the District with:

(a) Legally recorded documents of all easements for the Water Main as installed;

6.6.5.a One set of four mil Mylar, field-verified as-built drawings;

6.6.5.b One disk of spatial data in digital format as specified by District specifications;

6.6.5.c Three (3) sets of all operation, maintenance, and part manuals for all electrical and mechanical equipment provided by the contract; and

6.6.5.d A certified statement of the costs of the Water Main.

## 6.7 Water Main Cost Recovery Agreement

6.7.1 The developer or any person that pays for the cost of a Water Main extension may enter into a Water Main Cost Recovery Agreement with the District whereby subsequent connections to and/or services from the Water Main extension, within a specified period of time, shall require payment of a portion of the cost of the Water Main extension.

6.7.2 Cost recovery shall not apply to any lots that existed as of the date of the Agreement, unless specifically required to do so prior to the date of the Agreement as a condition of receiving service.

6.7.3 The District may, but is not obligated to, participate in the Water Main extension by contributing engineering services, labor, materials, or finances. District participation will be considered only when the District determines:

(a) The Water Main extension provides needed benefits to existing Customers in the immediate area, such as increased volume or pressure;

6.7.3.a The Water Main extension provides needed benefits to a previously unserved area; or



- 6.7.3.b The construction of a Water Main larger than is necessary to serve the property of the developer is desired by or beneficial to the District.
- 6.7.4 When the District participates in a Water Main extension, it shall also be entitled to separately recover its costs under the terms of the Water Main Cost Recovery Agreement.
- 6.7.5 The District, at its own expense, reserves the right to abandon any existing parallel Water Main and reconnect pre-existing Customers and distribution laterals to the Water Main extension, without having to make any payments under the terms of any Water Main Cost Recovery Agreement.
- 6.7.6 A Water Main Cost Recovery Agreement shall have a term of not more than ten (10) years from the date that construction is completed and the Water Main is accepted by the District.

## **ARTICLE 7 - Inclusions and Exclusions**

### 7.1 Service Within District Boundary.

Water System service will be furnished in accordance with the District's Rules and Regulations to property included within and subject to the Rules and Regulations of the District and taxation by the District.

### 7.2 Letter of Intent.

Ability to serve letters for new projects shall be issued only upon proof of inclusion within the District boundaries and submission of review fee deposit as estimated by District staff. The finding of compliance with the necessary criteria and ultimate issuance of the Letter of Intent shall be at the sole discretion of the District. Prior to issuance of the Letter of Intent, no connections to the Water System shall occur.

### 7.3 Inclusion of Property into The District.

- 7.3.1 Notwithstanding anything herein to the contrary, all Petitions for Inclusion shall be considered and processed in accordance with Part 4, Article 1, Title 32, C.R.S. This policy of the District shall apply to the inclusion of lands that are not within the District as of July 1, 2010. The board will consider Petitions for Inclusion at its discretion, but not less than once per calendar year. If a need exists to consider a Petition for Inclusion on an individual basis for subdivision approval or a building permit, written request shall be made for expedited consideration and an additional fee as determined by the Board and shown in Exhibit I -Rates and Charges shall be submitted with the Petition.
- 7.3.2 A fee in an amount as determined by the Board and shown in Exhibit I -Rates and Charges shall be paid and a check for said amount shall be remitted with any Petition to be paid by the petitioner to the District. Such fee shall be nonrefundable whatever the Board's determination may be to grant or deny the Petition.
- 7.3.3 The Petition shall be on the standard form provided by the District, see Exhibit II. Only complete Petitions will be considered by the Board.
- 7.3.4 The Petition shall include and describe all of the fee owner's real property that is contiguous to the parcel, tract or lot that is capable of being served by the Water System, specifically including any improved residential or commercial property. Any Petition which is determined not to include all such real property shall be denied by the Board.
- 7.3.5 Without limiting the Board's discretion, inclusion requests will not be granted unless made by the owner(s) of record (i.e., on file with the County Assessor) of a surface estate that is capable of being served by the District. Except for inclusion of property previously excluded by the Board of County Commissioners or the District Court, inclusion requests will be denied if made by: 1) owners of subsurface estates only; or 2) owners of personal property only; or 3) petitioners who are not owners of record with the County Assessor. For purposes of inclusion, the surface estate shall control the treatment of all other taxable property within the parcel. If inclusion is

granted, it shall include any subsurface estate and personal property appurtenant to the surface estate. The Board shall determine, in its sole discretion and judgment, whether the granting of the Petition for Inclusion is in the best interests of the District's existing residents and property owners.

- 7.3.6 The Board may withhold entry of any final order granting the Petition for Inclusion until the petitioner has fully satisfied any conditions imposed by the Board, including payment of all fees and expenses, or has entered into an agreement which details the terms and conditions of inclusion.
- 7.3.7 Any failure by the fee owner(s), their successors or assigns, to comply with the conditions imposed by the Board for inclusion shall be grounds for termination of service, in the sole discretion of the Board.
- 7.3.8 In addition to the fee for the Petition for Inclusion and any fee imposed for expedited processing of a Petition for Inclusion, the CIF shall be collected when connection to the Water System is requested and may be subject to a credit for property taxes paid to the District during the period when water service was not available to the property to be served in the discretion of the Board.

#### 7.4 Exclusion Of Property From The District:

- 7.4.1 Notwithstanding anything herein to the contrary, all Petitions for Exclusion shall be considered and processed in accordance with Part 5, Article 1, Title 32, C.R.S. Without taking any formal position thereon at this time, the Board shall defer to any exclusion determination previously made by the La Plata County assessor prior to the organization of the District both as to form and substance.
- 7.4.2 A fee in an amount set by the Board as shown in Exhibit I- Rates and Charges per property identified by a Parcel Number by the La Plata County Assessor shall be paid and a check for said amount shall be remitted with any Petition for Exclusion as a deposit to be credited to the costs of exclusion proceedings which are required to be paid by the petitioner to the District. Such fees shall be nonrefundable whatever the Board's determination may be to grant or deny the Petition.
- 7.4.3 The Petition shall be on the standard form provided by the District, see Exhibit III. Only complete Petitions will be considered by the Board.
- 7.4.4 Property excluded from the District shall still obligated to pay any charge or lien or obligation of any bonds existing at the time of filing the Petition. No Petition shall be considered unless all unpaid charges, taxes and liens shall be paid by the petitioner at the time of filing the Petition.
- 7.4.5 Without limiting the Board's discretion, the Petition for Exclusion will not be granted unless made by the owner(s) of record (i.e., on file with the County Assessor) of a surface estate and includes all of the property of the petitioner within the District. Exclusion requests will be denied if made by: 1) owners of subsurface estates only; or 2) owners of personal property only; or 3) petitioners who are not owners of record with the County Assessor. For purposes of exclusion, the surface estate shall control the treatment of all other taxable property within the parcel. Petitions for Exclusion of property that is exempt from taxation shall not be considered by the Board and any such Petition shall be returned to the property owner/petitioner.
- 7.4.6 The Board shall consider and make findings regarding each of the following factors when determining whether to grant or deny a Petition for Exclusion:

- (a) The best interests of all of the following: (i) the property to be excluded, (ii) the District and (iii) the County;
  - 7.4.6.a The relative cost and benefit to the property to be excluded from the provision of the District's services;
  - 7.4.6.b The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District's boundaries;
  - 7.4.6.c Whether the District is able to provide services at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services;
  - 7.4.6.d The effect of denying the Petition for Exclusion on employment and other economic conditions in the District and surrounding area;
  - 7.4.6.e The economic impact on the region and District, surrounding area, and State as a whole if the Petition is denied or the Resolution is finally adopted;
  - 7.4.6.f Whether an economically feasible alternative service is available; and
  - 7.4.6.g The additional cost to be levied on other property within the District if the exclusion is approved.
- 7.4.7 In addition, exclusion shall only be granted under the following conditions:
- (a) In the opinion of the District's staff and consultants, it will never be feasible for the District to serve the property; or
  - 7.4.7.a In serving the property, the District would be duplicating existing public water service; or
  - 7.4.7.b The Board, in its sole and absolute discretion, determines the original inclusion of the property was improper.
- 7.4.8 If the property to be excluded from the District will be served by a special district not yet organized, the Board shall not order that the Petition be granted until such special district has been organized pursuant to the Special District Act.
- 7.4.9 For any exclusion granted by the District, the fee owner of the excluded property shall be responsible for the payment of all exclusion charges as determined by the Board, including the exclusion fee in effect at the time the Petition is filed.
- 7.4.10 The Board may withhold entry of any final order granting the Petition for Exclusion until the petitioner has fully satisfied any condition or conditions imposed by the Board, including payment of all fees and expenses, or has entered into an agreement which details the terms and conditions of exclusion.

7.5 Service to Excluded Properties within District Boundary

No Water System service shall be provided to property which was excluded from the District until such time as the owner of such property petitions for inclusion into the District and that petition has been approved by the Board.

#### 7.6 Service Outside District Boundaries.

No Water System service shall be provided to property outside the boundaries of the District, except upon the express written consent of the Board. Charges for furnishing service outside of the District shall be at the discretion of the Board. The charge for such service shall be set by the Board. In every case where the District furnishes service to property outside the boundaries of the District, the District reserves the right to discontinue the service which, in the judgment of the Board, it is in the best interest of the District to do so.

## **ARTICLE 8 - Application for Service.**

### 8.1 New Customer- New Tap:

- 8.1.1 Application for new water service must be signed and filed with the District by the owner(s) of record of the property to be served, or their legal representative, on the Water Service Contract Form furnished by the District, and accompanied by payment of the appropriate Capital Investment Fee and other fees, if any, prior to any connection to the Water System. A Tap shall be made only by District authorized personnel upon approval of the permit and a receipt indicating payment of all fees. See Exhibit I- Rates and Charges for Capital Investment Fees.
- 8.1.2 Tap Information Required. All information requested on the Water Service Contract form must be completed. For commercial applications, the District may recommend an Engineer's or Architect's assessment of the Meter size necessary to serve the commercial fixtures involved. The proposed Meter size shall be determined by the applicant or their authorized representative.

### 8.2 Credit Against the Capital Investment Fee

- 8.2.1 A credit against the CIF shall be granted for that portion of property taxes paid to the District during the period water service was not available to the property. Credit shall be granted for residential property if (a) the owner thereof makes application for service within 12 months of the date water service is available to the property to be served; (b) the property owner pays the balance of the Capital Investment Fee and any other fees and costs then due; and (c) the property owner completes the connection and begins receiving service within six (6) months.
- 8.2.2 The property owner must show reasonable proof of payment of his or her property taxes to the La Plata County Treasurer for each year for which a credit is claimed starting with the first Tax Year (2010) during which the District levied a property tax which was collected in 2011. Only that portion of the property taxes levied by the District and paid by the property owner requesting service will qualify for this credit; any property taxes paid by any other party prior to the time the property owner requesting service became the taxpayer for the property to be served shall not qualify for this credit. This credit shall not run with the land.
- 8.2.3 The credit granted by the District shall not exceed the amount of the Capital Investment Fee then in effect at the time application is made for service.
- 8.2.4 The credit granted by the District shall be up to 100% of the general property taxes paid to the District, as provided above, and shall only be used to reduce the amount of the Capital Investment Fee due to connect a residential property to the Water System. The credit shall not be redeemable in cash or in any other form. The credit shall not be transferable to any other property or to any other person.
- 8.2.5 The burden shall be on the Customer to request any credit due hereunder and to show proof of payment of any property taxes that would qualify the payer of such property taxes to a credit under the terms of this policy. If no credit is requested by

the Customer at the time the Capital Investment Fee is paid, the credit shall be deemed to have been waived.

### 8.3 New Customer - Existing Tap:

A new Customer on an existing service connection must provide all pertinent customer information on forms provided by the District before water service is granted. The property owner may designate an agent, property manager, or tenant as the responsible party for receipt of and payments for monthly water service billing; however, the property owner shall remain ultimately responsible for all charges for water service. Any such designation must be submitted to the District in writing. The District collects no deposit and assumes no responsibility for any agreements by or between landlord and tenant, or between buyer and seller.

### 8.4 New Development

For new developments requiring the construction of new Water Mains, refer to Article 6, System Expansions and Extensions. For new development that can be served from the existing Water Main, refer to Section 8.1.

### 8.5 Fire Sprinkler System.

If a fire protection water sprinkler system is to be installed, a plan for the system that has been approved by the appropriate fire protection district shall be submitted to the District along with the application. All fire sprinkler systems shall meet National Fire Protection Association requirements and additionally shall meet the requirements of all applicable city, county, and state building and fire protection codes. All fire sprinkler systems shall be protected from fluctuating water main pressures by means of a PRV. Waivers of this PRV requirement may be granted by the District upon the written request from the applicant. As required by the State of Colorado, all fire sprinkler systems shall be equipped with a Backflow Prevention Device (BFPD) appropriate to the degree of hazard contained therein.

### 8.6 Denial of Application.

The District reserves the exclusive right to deny any application for service when, in the opinion of the District, the service applied for would create an excessive seasonal or other demand on the Water System. Denial may also be based upon an unresolved obligation between the District and the Customer, inadequate documentation of easements for Water Mains serving the property, or any other reason as determined by the District.

### 8.7 Cancellation of Application.

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

## **ARTICLE 9 - Rates, Charges and Fees**

### 9.1 General.

The information contained in this Article is pertinent to all charges levied for the provision of water services. The rates and charges as established in Exhibit I- Rates and Charges are in effect at this time, and shall remain in effect until modified by the Board under the provisions of these Rules and Regulations, and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the District from modifying rates and charges, or from modifying any service classification.

### 9.2 Application of this Article.

The rates, charges, and information shown herein shall apply only to Customers inside the District, and shall in no way obligate the District with respect to services provided outside the District boundaries.

### 9.3 Requirements for Meters.

- 9.3.1 Every individual property served by the District shall be required to have a Meter and a Backflow Prevention Device, unless specifically excepted in writing by the District. The cost of maintenance and replacement of Meters due to owner negligence and/or abuses is chargeable to the Customer.
- 9.3.2 Master Meters. Properties served in accordance with Section 5.4.2 shall have one Meter of a size and type to properly service the Customer.
- 9.3.3 Water Usage. Water usage shall be metered and charged for as provided by these Rules and Regulations, except water used for firefighting purposes, or other approved uses as determined by the Board.
- 9.3.4 Meter Reading. The amount shown on the Meter shall be presumed to be the amount consumed by the Customer.
- 9.3.5 Charges for water used by any Customer that has a Customer Service Line leak shall be the responsibility of the Customer.
- 9.3.6 Billing adjustments due to leaks shall only be granted when the leak occurred in the underground portion of the Customer's plumbing and only after the District has been notified and it is verified that the leak has been fixed.
- 9.3.7 Billing adjustments due to leaks shall only be granted once in any consecutive twelve (12) month period and shall only apply to the previous two (2) months usage.
- 9.3.8 Use of Service. Water service will be made available for use only for the specific property serviced by said Meter and only on condition of compliance with these Rules and Regulations.

### 9.4 Capital Investment Fee (CIF).

A CIF as determined by the Board shall be charged to all applicants for new water service. Such fee shall be assessed and paid before the Tap is installed. The CIF shall be



assessed as provided for in Exhibit I- Rates and Charges as modified by the Board from time to time

9.5 Turn on/Turn off Fee.

Fees for the act of turning on and turning off service, shall be sufficient to compensate the District for the actual cost thereof and may be charged whether done at the request of the Customer or in enforcement of the Rules and Regulations.

9.6 Fees for Other Services.

The Board may establish fees for any other service provided by the District not herein covered. All fees so established will be sufficient to reimburse the District for the actual cost of the services.

9.7 Payment Schedule.

Rates, charges, and fees shall accrue for water usage as it is utilized, and billing shall be prepared, issued, and become due and delinquent in accordance with the following provisions:

- 9.7.1 Water charges are due when billed, and they shall become delinquent if unpaid after thirty (30) days.
- 9.7.2 Charges for application for service are due and payable with the application.
- 9.7.3 Turn-on/Turn-off charges are due when levied.
- 9.7.4 Charges for other services shall become due and payable when the charge is levied, and they shall become delinquent if unpaid after thirty (30) days.
- 9.7.5 Tap and inspection fees shall be due and payable with the application.
- 9.7.6 Late charges shall be due and payable as billed.

9.8 Responsibility for Payments.

The owners of property receiving service shall be responsible for payment of all rates, charges and fees. The fact that the Customer receiving the service may not be identified on the billing by name shall not in any matter alter the fact that the charges become a lien against the property until paid or change the presumption that the service is provided at the request of the property owner.

9.9 Penalty for Late Payment.

- 9.9.1 Any time a Customer is thirty (30) days delinquent in payment of any charges due to the District, the District shall assess a late charge as set by the Board. The District shall further have the right, in its sole discretion, to discontinue service to any Customer who is sixty (60) days or more delinquent in payment for any service.
- 9.9.2 If it becomes necessary for the District to discontinue service to a Customer due to non- payment, the service shall be physically turned off and locked off at the meter. A lock-off/turn-on fee will be added to the unpaid balance of the account.

Restoration of water service, following payment of all outstanding charges, will occur only during the District's normal business hours.

9.9.3 The District shall assess to any Customer who is late in payment of his account, all legal, court, disconnection, and other costs necessary to or incidental to the collection of the account.

9.9.4 Until paid, all such fees, rates, penalties, or charges shall constitute a perpetual lien on the property served. Any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. In addition to disconnection of service (after proper notice) or foreclosure, the District may certify delinquent accounts to the County Treasurer for collection along with property taxes, C.R.S. §32-1-1101(1)(e).

9.9.5 In the event of the bankruptcy, insolvency, or receivership of the owner of the property receiving service, the amounts due to the District shall remain a perpetual lien against the property that received the service.

9.10 Non-Collectable Check.

If payment to the District is made by a no account, insufficient funds or other dishonored instrument, the Customer will be given an opportunity to make the payment good within a reasonable period of time. A service fee may be added to the account to cover the cost of collection on the check. If the payment is for an account which is subject to lock-off, has already been locked-off, or otherwise considered delinquent, the account will be or remain locked off and the Customer will be notified and required to make payment by cash, cashier's check, certified funds, or money order, in order to restore service.

9.11 Certification to County Treasurer

In the event any user of the Tap and Meter shall neglect, fail or refuse to pay the rates, fees, tolls, and charges fixed by the Board for the connection with and use of the Water System, such rates, fees, tolls, and charges due may be certified by the District to the County Treasurer of the County in which the property is located to be collected in the same manner as the property taxes.

## **ARTICLE 10 - Hearing and Appeal Procedures**

### 10.1 Application.

10.1.1 The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the District, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Article shall not apply to the following complaints:

(a) Complaints arising out of the interpretation of the terms of District contracts.

10.1.1.a Any other complaint, which does not concern the interpretation, application, or enforcement of the Rules and Regulations of the District.

### 10.2 Initial Complaint Resolution.

Complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the District must first be presented to the General Manager in writing. Upon receipt of a complaint and after a full and complete review of the allegations contained in the complaint, the General Manager shall take such action or make such determination as he shall determine to be warranted and shall notify the complainant of the action or determination by mail within twenty (20) days after receipt of the complaint.

### 10.3 Formal Hearing.

10.3.1 In the event the decision of the General Manager is deemed unsatisfactory by the complainant, a written request for formal hearing may be submitted to the General Manager or such hearing officer as shall be designated by the Board within twenty (20) days from the date written notice of the determination under Section 10.2 was mailed.

10.3.2 Upon receipt of the request for a formal hearing, if it be timely and if any and all other prerequisites prescribed by the Rules and Regulations have been met, the General Manager or hearing officer shall conduct a hearing at the District's convenience, but in any event not later than thirty (30) days after the receipt of the request for a formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations.

#### 10.4      Conduct of Formal Hearing.

10.4.1 At the hearing, the General Manager or the hearing officer designated by the Board shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by legal counsel or an agent designated in writing.

10.4.2 Both the complainant or his representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any person who appears and testifies; and the right to oppose any testimony or statement that may be presented in support of or in opposition to the matter complained of. The General Manager or hearing officer may receive and consider any evidence which has probative value and which is commonly accepted and relied upon by reasonable and prudent persons in the conduct of their affairs.

10.4.3 The General Manager or hearing officer shall determine whether the weight of the evidence presented is sufficient to justify a change in the interpretation, application, and/or enforcement of the Rules and Regulations that are the subject of the complaint.

#### 10.5      Findings.

Subsequent to the formal hearing, the General Manager or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereof to the complainant not later than fifteen (15) days after the date of the formal hearing.

#### 10.6      Appeals to the Board.

In the event the complainant disagrees with the findings and order of the General Manager or hearing officer, the complainant may, within twenty (20) days from the date of their mailing, file with the District a written request for a review of the findings and order by the Board. The request for review by the Board shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. In response the District shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing (if such hearing was recorded), (2) all exhibits or other physical evidence offered and received in evidence at the formal hearing, (3) a copy of the written findings and order, and (4) additional written comments which the General Manager may wish to submit in response to the written request for review by the Board. The Board shall consider the complainant's written request for review and the written record on appeal at the next regularly scheduled Board meeting held not earlier than ten (10) days after the filing of the complainant's written request for review. No further evidence shall be presented by any party to the appeal during the review by the Board unless the Board, in the exercise of its sole and absolute discretion, shall permit the complainant and the General Manager to make oral presentations to the Board.

10.7      Board's Findings.

The Board shall make written findings and an order concerning the disposition of the appeal presented either affirming the decision of the General Manager or hearing officer or making its own determination as to how the Rules & Regulations shall be applied. The Secretary of the Board shall cause notice of the decision to be sent by certified mail to the complainant within thirty (30) days after the meeting at which the matter is reviewed. The findings of the Board shall be final.

10.8      Notice.

A complainant shall be given notice of any hearing before the General Manager or the designated hearing officer, or that such determinations will be reviewed by the Board at an open meeting by certified mail at least seven (7) calendar days prior to the date of the formal hearing or the Board meeting, unless the complainant requests or agrees to a hearing upon shorter notice. When a complainant has been represented by an attorney at any stage of these proceedings, notice of any action, finding, determination, decision, or order affecting the complainant shall also be mailed to the attorney by regular U.S. Mail, postage prepaid.

## **ARTICLE 11 - Backflow Prevention and Cross Connection Control**

### 11.1 Purpose.

The purpose of this Resolution is to adopt a Backflow Prevention and Cross-Connection Control Policy (“Policy”) in order to protect the District’s public water system from contaminants or pollutants that could enter its treated water distribution system by backflow from a customer’s water supply system through a service connection.

### 11.2 Authority.

- 11.2.1 The authority to implement this program is contained in the following statute, legislation and regulations and acts: Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes; Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations; and the Colorado Plumbing Code.
- 11.2.2 The District shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.
- 11.2.3 The District shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.
- 11.2.4 The District may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.
- 11.2.5 The District may collect fees for the administration of this Policy.
- 11.2.6 The District shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.
- 11.2.7 Except as otherwise provided herein, the District shall administer, implement and enforce the provisions of this Policy.

### 11.3 Applicability.

This Policy applies to all commercial, industrial and multi-family residential service connections within the District and to any persons outside the District who are, by contract or agreement with the District, users of the District’s treated or potable water supply system. This Policy does not apply to single-family-residential service connections unless the District becomes aware of a cross connection at the single family connection.

#### 11.4 Definitions.

Active Date: means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

Air Gap: is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.

Backflow: means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the District's distribution system from any source or sources other than its intended source.

Backflow Contamination Event: means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

Backflow Prevention Assembly: means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

Backflow Prevention Method: means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

Certified Cross-Connection Control Technician: means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering ("ASSE") or the American Backflow Prevention Association ("ABPA"). If a certification has expired, the certification is invalid.

Containment: means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

Containment By Isolation: means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.

Controlled: means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

Cross Connection: means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

Multi-Family: means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

Single-Family: means a single dwelling which is occupied by a single family and is supplied by a separate service line; or a single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

Uncontrolled: means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

Water Supply System: means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems. A customer's water supply system may consist of plumbing systems supplied by the District's treated or potable water supply system and/or from any other source, including private wells and/or cisterns.

## 11.5 Requirements.

11.5.1 Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the District must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

11.5.2 In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's plumbing system.

11.5.3 Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

11.5.4 Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.

11.5.5 Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a mater which does not impact waters of the state.

11.5.6 All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.

11.5.7 Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.



- 11.5.8 All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.
- 11.5.9 The District shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
- 11.5.10 All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- 11.5.11 No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.
- 11.5.12 For new buildings, all building plans must be submitted to the public water system and approved prior to the issuance of water service. Building plans must show:
- (a) Water service type, size and location
  - 11.5.12.a Meter size and location
  - 11.5.12.b Backflow prevention assembly size, type and location
  - 11.5.12.c Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
- 11.5.13 All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
- 11.5.14 All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
- 11.5.15 Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
- 11.5.16 In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the District can chose to not require the backflow protection. The District will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the District suspects water quality issues the District will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

## 11.6 Inspection, Testing and Repair.

- 11.6.1 Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The tests and/or inspections shall be made at the expense of the customer.
- 11.6.2 As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.

11.6.3 Testing gauges shall be tested and calibrated for accuracy at least once annually.

11.7 Reporting and Recordkeeping.

11.7.1 Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.

11.7.2 Copies of records of test reports, repairs and retests shall be submitted to the District by mail, facsimile or e-mail by the testing company or testing technician.

(a) Information on test reports shall include, but may not be limited to,

11.7.2.a Assembly or method type;

11.7.2.b Assembly or method location;

11.7.2.c Assembly make, model and serial number;

11.7.2.d Assembly size;

11.7.2.e Test date;

11.7.2.f Test results including all results that would justify a pass or fail outcome;

11.7.2.g Certified cross-connection control technician certification agency;

11.7.2.h Technician's certification number;

11.7.2.i Technician's certification expiration date;

11.7.2.j Test kit manufacturer, model and serial number; and

11.7.2.k Test kit calibration date.

11.8 Right of Entry.

A properly credentialed representative of the District shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk to and for determining compliance with this section. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the District's distribution system.

11.9 Compliance.

11.9.1 Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the District shall complete one of the following actions within 120 days of its discovery:

(a) Control the cross connection;

11.9.1.a Remove the cross connection; or

11.9.1.b Suspend service to the cross connection.

11.9.2 The District shall give notice in writing to any owner whose plumbing system has been found to present a risk to the District's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply.

11.9.3 In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

11.10      Violations and Penalties.

Any violation of the provisions of this Policy, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations.

11.11      Conflict with Other Codes.

If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

11.12      Severability.

If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

EXHIBIT I  
RATES AND CHARGES

CAPITAL INVESTMENT FEES	
METER SIZE	FEE
¾"x5/8"	\$5,550
1"	\$13,875
1-1/2"	\$27,750
2"	\$44,400
Taps larger than 2" require District Board approval	

WATER RATES			
	Water Usage (gallons)		
	From	To	
Minimum Charge	0	2,000	\$30.00
	2,001	5,000	\$6.00/1,000 gallons
	5,001	8,000	\$10.00/1,000 gallons
	8,001 and greater		\$15.00/1,000 gallons
Bulk water will be billed at \$15.00 /1,000 gallons			

MISCELLANEOUS RATES AND CHARGES

Property Inclusion Fee	\$500.00
Property Exclusion Fee	1,000.00
Inclusion/Exclusion Expedited Request Fee	100.00
Insufficient Funds/Return Check Fee	25.00
Lock-off and Unlock Fee First time in any 12 month consecutive period. Each additional time in any consecutive 12 month period	\$30.00 Additional \$15.00 per instance
Turn-on/Turn-off Fee	30.00
Change in Billing Responsibility	10.00
Late Fee	5.00

EXHIBIT II  
PETITION FOR INCLUSION

---

IN THE MATTER OF LA PLATA ARCHULETA WATER DISTRICT

---

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of 100% of the real property hereinafter described, hereby prays that such property be included within the La Plata Archuleta Water District, as provided by law, and for cause, states:

1. That such property is capable of being served with facilities of the District.
2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitutes the fee owner of 100% of such property.
3. That there shall be no withdrawal from this Petition after publication of notice by the Board without the consent of the Board.
4. This Petition is accompanied by an inclusion fee of \$500.00.
5. That the inclusion of such property into the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner, ant to all duly promulgated rules, regulations and rates of the District.
6. That the property owned by Petitioner and sought to be included in the District is described as follows:

**See Exhibit A attached hereto and incorporated herein by reference.**

PETITIONER(S):

---

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Address: \_\_\_\_\_ Print Address: \_\_\_\_\_

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STATE OF COLORADO )

) ss.

COUNTY OF LA PLATA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT III  
PETITION FOR EXCLUSION

---

IN THE MATTER OF LA PLATA ARCHULETA WATER DISTRICT

---

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of 100% of the real property hereinafter described ("Property"), hereby prays that such property be excluded from the La Plata Archuleta Water District, as provided by law, and for cause, states:

1. Assent to the exclusion of such Property from the District is hereby given by the undersigned, who is the fee owner of such Property.
2. Petitioner understands that there shall be no withdrawal from this Petition after publication of notice by the Board, without the consent of the Board.
3. The exclusion of such Property from the District shall be subject to any statutory condition of exclusion, as well as all terms and conditions established by the Board and accepted by Petitioner.
4. This Petition is accompanied by a deposit of \$1,000.00 (per property identified by a Parcel Number by the La Plata County Assessor). Sufficient to pay all costs of exclusion proceedings, as required by statute.
5. The Property is accurately described as follows:

**See Exhibit A attached hereto and incorporated herein by this reference.**
6. It is in the best interests of the Property that the Property be excluded from the District.
7. It is in the best interests of the District that the Property be excluded from the District.
8. It is in the best interests of the county or counties within which the District is located that the Property be excluded from the District.
9. The relative costs and benefits to the Property justify the exclusion.

10. The District will still be able to provide economical and sufficient service to all of the properties within the District's boundaries following exclusion of the Property.
11. The District is able to provide services at a reasonable cost, but that there are other special districts in the area of the Property which can provide similar services at a reasonable cost.
12. Neither granting nor denying the Petition will have any effect on employment and other economic conditions in the District and surrounding area.
13. Neither granting nor denying the Petition will have any economic impact on the region, the District, the surrounding area, or the state as a whole.
14. There is economically feasible alternative service available from another special district in the area of the Property.
15. The additional cost to be levied on other property within the District if exclusion is granted will be negligible.

WHEREFORE, Petitioner prays that the Board of Directors of the District:

- A. Set a public meeting for hearing on the Petition and publish notice thereof in accordance with Section 32-1-501(2), C.R.S.
- B. Order this Petition be granted in accordance with Section 32-1-501(4)(a)(I), C.R.S.

PETITIONER(S):

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Address: \_\_\_\_\_ Print Address: \_\_\_\_\_

\_\_\_\_\_



STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF LA PLATA                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public