



**Donala Water &
Sanitation District**

Rules and Regulations

Approved and Adopted: June 15, 2023

**DONALA WATER & SANITATION DISTRICT
RULES AND REGULATIONS
WATER AND SEWER SERVICE**

The Board of Directors of the Donala Water & Sanitation District (the “District”) has adopted the following Rules and Regulations pursuant to § 32-1-1001(1)(m), C.R.S. to provide for the orderly and efficient conduct of the business and affairs of the District. These Rules and Regulations are supplementary to and are not to be construed as any abridgement of, the lawful rights of the Board of Directors to manage the District as outlined in the Colorado Revised Statutes governing Special Districts. These Rules and Regulations specifically supersede in their entirety and all prior rules and regulations issued by the District. The Board of Directors expressly reserves the right to make revisions to these Rules and Regulations from time to time in order to properly manage the District and to promote the health, safety and welfare of the residents and property owners in the District. Specific questions as to the applicable provisions of these Rules and Regulations to any given factual situation or circumstance should be submitted to the District in writing. Reliance on these Rules and Regulations absent consultation with the District is at the individual or other entity’s sole risk and such person or entity will have no cause of action against the District for reliance on such unconfirmed provisions of these Rules and Regulations and all provisions adopted by the District subsequent to the effective date thereof.

Amended: June 15, 2023

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SECTION 1 GENERAL

1.1 Definitions.

Unless the context specifically indicates otherwise the meaning of terms used herein is as follows:

The phrase “accept service” or “acceptance of service,” as used anywhere in these Rules and Regulations or any document incorporated herein or issued in the implementation hereof means the time at which water is delivered to, or sewage is discharged by, any Customer.

“Act” means the Clean Water Act.

“Board” and “Board of Directors” means the governing body of the District.

“BOD or Biochemical Oxygen Demand” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory methods for five (5) days at twenty degrees (20°) C, expressed in terms of concentration (milligrams per liter), as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater published by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation.

“Collection Line” means that portion of the wastewater treatment system which collects and transmits wastewater from users to the wastewater treatment plant, excluding Service Lines.

“Compliance Schedule” means a schedule containing increments of progress in the form of dates for the commencement and/or completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards.

“Composite Sample” means a series of Grab Samples taken over a predetermined time period flow proportional and which are combined into one sample.

“Contractor” means any Person, firm, agency or corporation authorized by the District to perform work and to furnish materials to or for the District, directly or indirectly.

“Conventional Pollutant” means BOD, suspended solids, pH, and fecal coliform bacteria, and such additional pollutants as are now or may be in the future specified and controlled in this District’s NPDES Permit for its Wastewater treatment works where said works have been designed and used to reduce, monitor or remove such pollutants.

“Cooling Water” means the water discharged from uses such as air conditioning or refrigeration or to which the only pollutant added is heat.

“Customer” means any Person, company, corporation, public entity or authority, developer, Property Owner, lessee, tenant or occupant of such property owner, who is supplied with service or authorized by the District to use water provided by the District.

“Department of Health” or “Health Department” means the Department of Health of El Paso County.

“Developer” means any Person, corporation, partnership, joint venture, local governmental entity or other entity preparing land within the District for the construction of buildings or facilities and who will be constructing, rebuilding, remodeling, financing or otherwise changing the demand for services within or outside the boundaries of the District.

“District” means the Donala Water & Sanitation District.

“District Engineer” means the Person or firm that has contracted to provide engineering services to the District.

“Domestic Wastes” or “Sanitary Wastes” means liquid wastes from:

- (1) the noncommercial preparation, cooking and handling of food, or
- (2) containing human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities and institutions.

“Employee” has the same meaning as “public employee” in Section 24-10-104 (4), C.R.S. as it may be amended from time to time.

“Garbage” means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of food.

“Grab Sample” means a singular sample of a user’s effluent which is taken during the user’s normal operating day without regard for variations in daily operational characteristics, flow, or concentration of pollutants.

“Incompatible Pollutant” means any pollutant which is not a “Conventional Pollutant” as defined in Section 1.1.8.

"Industrial User" means all categorical industrial users as listed in the Colorado Water Quality Control Commission Pretreatment Regulations, or any industrial user that discharges 25,000 gallons per day or more of process wastewater (“process wastewater” excludes sanitary, noncontact cooling and boiler blowdown wastewater), or contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the POTW, or has a reasonable potential, in the opinion of the District or other entity providing sewage treatment of effluent from the District, to adversely affect the POTW or any portion thereof (inhibition, pass-through of pollutants, sludge contamination, or endangerment of POTW workers).

“Industrial Waste” means any non-domestic liquid, solid or gaseous waste or form of energy or combination thereof resulting from any process or operational procedures of an Industrial User.

“Inspection Fees” means fees imposed for the inspection of construction of new elements of the District’s water system or water Service Lines.

“Interference” means inhibition or disruption of the POTW’S sewer system, treatment processes or operations or which contributes to a violation of any requirement of the NPDES Permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act (33 U.S.C. 1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Resource Conservation and Recovery Act, the Clean Air Act, or more stringent State criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

“Manager” or “General Manager” is the Manager of the Donala Water & Sanitation District or his designated representative.

“Master Plumber” means a master plumber as defined in and licensed pursuant to the Wastewater Treatment Code, as the same may be now or hereafter amended, and registered with the Regional Building Department.

“Operating Day” means that portion of a twenty-four (24) hour day during which Industrial Wastes are discharged or generated.

“Person” means any individual, entity, firm, company, association, society, corporation or group.

“pH” means the logarithm of the reciprocal of the concentration of hydrogen ions in moles per liter of solution.

“POTW” means Publicly Owned Treatment Works as defined by Section 212 of the Act. This includes any sewers that convey wastewater to a POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment.

“Pretreatment” means application of physical, chemical and/or biological processes to reduce the amount of pollutants in or to alter the nature of the pollutant properties in Wastewater prior to discharging such Wastewater into the Wastewater Treatment System.

“Pretreatment Standards” means all applicable Federal rules and regulations implementing Section 307 of the Act, as well as any nonconflicting State or local standards. In cases of conflicting standards or regulations, the more stringent thereof will be applied.

“Property Owner or Owner” means the Person(s) who hold title to a parcel of land as shown on the property tax assessment roll in the office of the El Paso County Assessor.

“Receiving Water” means lakes, rivers, streams or other watercourses which receive treated or untreated Wastewater.

“Regional Building Official” means the Director of the Regional Building Department of El Paso County, Colorado, or his designated representative.

“Rules and Regulations” means the Rules and Regulations of the District, including the Donala Water & Sanitation District-Terms of Service and the Design Criteria and Construction Specifications which are also incorporated into these Rules and Regulations.

“Service Area” or “District Service Area” means the area to which the District is authorized to provide water and wastewater services pursuant to its Service Plan.

“Service Line” means the pipe, line, conduit and appurtenances from the Water or Wastewater Main to an individual house or other structure including the connection to the Collection Line or Water Main.

“Service Plan” means the enabling document, pursuant to which the District was organized, dated April 4, 1996.

“Shall” is mandatory; “May” is permissive.

“Significant Violation” means a violation, which remains uncorrected forty-five (45) days after notification of noncompliance, or which is a pattern of noncompliance over a twelve (12) month period, or which involves a failure to accurately report noncompliance, or which resulted in the POTW exercising its emergency authority under Section 403.8 (F)(1)(IV)(B) of the Act.

“Slug Discharge” means any discharge of water, sewage or Industrial Waste which:

- (1) Contains any substances regulated by Section 12 regarding Wastewater discharge in concentrations which exceed for any period longer than ten (10) minutes more than five (5) times the average daily concentration of that substance during normal operations and exceeds the limitations contained in Section 11 or:
- (2) Causes a twofold or more increase in discharge rate for a period longer than twenty (20) minutes or:
- (3) Causes the user’s effluent to violate the pH limitations provided in Section 11 regarding Wastewater discharge for a period longer than twenty (20) minutes.
- (4) “Storm Water” means any water flow on the surface of the ground or structures of any type occurring during any form of natural precipitation or resulting therefrom.

"Suspended Solids" means the total suspended matter that floats on the surface of or is suspended in water, Wastewater or other liquids and which is removable by laboratory filtering by standard methods, as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association and the Water Environment Federation.

“Tap Fee” means a connection charge assessed against new Users of the water or Wastewater Treatment System and includes water and wastewater tap fees established for the purpose of reimbursing the capital costs related to the construction, expansion or equipping of the District’s systems, and costs necessary to defray increased operational costs to the systems.

“User” means any Person to whom water service is provided, be it renter, record owner, corporation, company, individual, etc. or any Person who discharges, or causes or permits the discharge of Wastewater into the Wastewater Treatment System.

"User Classification" means a classification of Users based on the 1972 (or subsequent) edition of the Standard Industrial Classification (SIC) Manual prepared by the Federal Office of Management and Budget or the North American Industry Classification System (NAICS) prepared and maintained by the United States Bureau of the Census.

“Wastewater” means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the Wastewater Treatment System.

“Wastewater Main” means any Wastewater pipe, line or portion thereof, owned or to be transferred for ownership by the District.

“Wastewater Treatment System” or “Wastewater System” means:

- (1) Any devices, facilities, structures, equipment or works owned or used by the District for the purpose of the transmission, storage, treatment, recycling and reclamation of industrial and domestic wastes, or necessary to recycle or reuse water at the most economical cost over the estimated life of the system, including, but not limited to, intercepting sewers, outfall sewers, Collection Line, pumping power and other equipment, and appurtenances and excluding Service Lines.
- (2) Extensions, improvements, additions, alterations or any remodeling thereof.
- (3) Elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities.
- (4) Any works, including the land and sites that may be acquired, that will be an integral part of the treatment process or are used for ultimate disposal of residues resulting from such treatment.

“Water Main” means any water pipe, line or portion thereof, owned or to be transferred for ownership by the District.

“Water System” means:

- (1) Any devices, facilities, structures, equipment or works owned or used by the District for the purpose of the acquisition, transmission, distribution, storage and treatment necessary for the use of water over the estimated life of the system, including, but not limited to, pumps, lines, treatment facilities, tanks and other equipment and appurtenances excluding Service Lines.
- (2) Extensions, improvements, additions alterations or any remodeling thereof.

- (3) All elements necessary for provision of a reliable water supply including wells, reservoirs or any land interests acquired for water acquisition, distribution, transmission or treatment purposes.

Terms not otherwise defined herein have the meanings adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association and the Water Environment Federation and in the “Glossary - Water and Sewage Control Engineering,” A.P.H.A., A.W.W.A., A.S.C.E., and F.S.W.A., latest editions.

1.2 Policy and Purpose. The District is a governmental entity and political subdivision of the State of Colorado and a body corporate with all powers of a public or quasi-municipal corporation which are specifically granted or implied for carrying out the objectives and purposes of the District.

It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to insure and protect the health, safety, security and general welfare of the users of the water and wastewater facilities of the District. The purpose of these Rules and Regulations is to provide for the control, management, and operation of the District’s water and sewer systems and facilities serving the District Service Area including any additions, extensions, and connections thereto. These Rules and Regulations are promulgated and adopted pursuant to the provisions of § 32-1-1001(1)(m), C.R.S., as amended from time to time. The Board of Directors of the District has promulgated these Rules and Regulations in the exercise of the Board’s discretion to provide a tool for management of the District and for the orderly provision of essential services. It is intended that any Person desiring to transact business with the District as a Customer or Developer of property or as a resident or property owner of the Service Area, must comply with these Rules and Regulations. It is further intended that the District’s consultants will utilize these Rules and Regulations as a tool for assuring proper treatment of Persons served by the District and fair responses to issues which confront the District. No Person is entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with policies and standards of the District contained herein, and in supplements hereto.

1.3 Rules of Construction. It is intended that these Rules and Regulations be liberally construed to affect the general purposes set forth herein, and that each and every part hereof is separate and distinct from all other parts. Nothing contained herein will be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or any law which may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the District. Any question or dispute as to the interpretation of these Rules and Regulations or as to their application in any given case may be submitted to the Board of Directors and their decision will be final. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future.

1.4 Amendment/Modification/Waivers. The Board retains the power to amend these Rules and Regulations as it deems appropriate. Neither notice of such amendments nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification, or waiver powers. The District has the power to revise its Rules and Regulations from time to time by formal action of the Board and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Supplemental policies of the District may be adopted from time to time in order to assist the Board and its consultants in managing the affairs of the District. The Board has the sole authority to waive, suspend, or modify these Rules and Regulations. No refusal, failure or omission of the Board or its agents to apply or enforce these Rules and Regulations will be construed as an alteration, waiver, or deviation here from or from any grant of power, duty or responsibility, or any limitation or restriction upon the Board of Directors or the District by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other Person or entity. Any express waiver will not be deemed an amendment of the Rules and Regulations. No waiver will be deemed a continuing waiver.

1.5 Purpose of the District. The Donala Water & Sanitation District was organized with authority to provide water and/or wastewater services and facilities to Persons within the Service Area of the District, including the operation, maintenance, repair and replacement of facilities, mains, hydrants, valves, meters, and service facilities owned or operated by the District. The District is a quasi-municipal corporation and political subdivision of the State of Colorado, and as such, exercises certain governmental powers for the benefit of its constituents.

The District derives its power from Colorado statutes and pursuant to its Service Plan. The Service Plan contains general information about the facilities, services, and powers of the District and may be amended from time to time to deal with the evolving needs of the District. The District has the authority to construct District improvements as it deems necessary in accordance with the authority granted to the District in its Service Plan and by law. The District's Service Plan is an "enabling document" granting to the District certain powers and authorities.

1.6 District Board Meetings. Meetings of the Board of Directors are open to the public. At certain times the Board may meet in executive session to receive legal advice or to discuss ongoing contract negotiations, litigation matters, or other legally privileged matters. Minutes of meetings are prepared for each meeting and, after approval by the Board, are available for public inspection.

1.7 General Manager: Implementation. The General Manager may adopt administrative rules and regulations for water and wastewater services consistent with these Rules and Regulations for the administration thereof. It is the duty of each Customer to comply with all of the Rules and Regulations of the District, and any policies or resolutions adopted pursuant to same.

Administrative rules and regulations adopted by the General Manager for administration of the Wastewater System will pertain to, but are not be limited to, discharge limitations, pretreatment requirements, standards for installation of wastewater lines and services and implementation of standards promulgated pursuant to the Act. In establishing such

administrative rules and regulations, the General Manager will seek to establish standards that will assure safe, efficient operation of the Wastewater System, that will limit wastewater discharges to the system in concentrations and quantities which will not harm either the Wastewater System, wastewater treatment process or equipment, that will not have an adverse effect on the receiving water, or will not otherwise endanger Persons or property or constitute a nuisance.

1.8 Acceptance of Service. Acceptance of service from the District constitutes acceptance by the Customer of all of the terms and conditions of such service as set forth in these Rules and Regulations, as they may be amended from time to time in accordance with the law.

1.9 Service Conditions. Water and wastewater service provided by the District is expressly conditioned upon the payment of all fees, rates, penalties and charges imposed in accordance with law, and is otherwise subject to the Rules and Regulations of the District.

1.10 Establishment of Rates, Fees and Charges. Rates and charges to be collected and the terms, provisions, and conditions to be effective with respect to rates and charges for water and wastewater service provided by the District to Customers of the District will be as fixed and established by the Board from time to time. This provision is in addition to and not by way of derogation of any other remedies or procedures available to the District pursuant to any applicable law or regulation or by any of the provisions of these Rules and Regulations. The Board reserves the right to change the schedule of water and/or wastewater service rates and charges and other fees at any time.

1.11 Perpetual Lien. Until paid, all fees, rates, penalties, or charges due in accordance with these Rules and Regulations, and as set by the District, constitute a perpetual lien on and against the property served. Such perpetual lien may be foreclosed as provided by law and will take superior priority status as against any and all other liens which may have attached and have been perfected against the property in accordance with law.

1.12 Payment for Service/Delinquencies/Service Shut-Off. Bills for water and wastewater service are payable upon the due date of the statement and will be considered delinquent if not received within five calendar days after the due date noted on the statement. Failure to timely pay any bill issued by the District will subject the Customer to assessment of late charges and interest. The Board shall adopt a schedule of late charges for non-payment of District rates and charges. In addition, interest may be assessed on all past-due amounts at the maximum rate allowed by law. The District may either certify the delinquency to the County Treasurer or initiate lien foreclosure proceedings. The Customer is responsible for all delinquent charges, plus all costs and attorney fees incurred by the District associated with the collection of delinquent charges. In addition to enforcement by any other means legally available, the District is entitled to shut off service to any Customer who fails to pay water or wastewater bills when due. All service addresses within the District connected to the Water Distribution System, or the Wastewater Collection System, will be billed a base rate each month without regard to the status of the property; i.e.; for sale, vacant, foreclosed, or temporarily uninhabited. **Prior to service being started, or restored, any outstanding balances of the service address must be paid in full.**

1.13 Liability for Payment. Property Owners and Developers seeking to acquire water and / or wastewater service from the District, or seeking changes to existing service, are responsible for all applicable District fees, rates and service charges and for compliance with the District’s Water Policy. **The District assumes no responsibility for any agreements between landlords and tenants, owners and occupants, vendors and vendees, or any other types of agreements regardless of how made, or whether the District is or is not notified of such agreements.** The owner of the property remains ultimately liable for all charges.

1.14 Acceptance of Service. In order to provide service to Customers, the District has and will in the future assume and incur certain financial obligations necessary to provide water and wastewater service to the District’s Customers. Accordingly, provision of water and wastewater service is on a perpetual basis until the time at which the District terminates or discontinues service to its Customers. All owners are responsible for paying the minimum rates and fees required for expenditures made to provide the infrastructure and capacity required to serve the property to avoid adverse economic impacts upon the other Customers receiving service from the District.

1.15 Liability. Except as provided by the Colorado Government Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. (the “GIA”), it is expressly stipulated that no claim for damage will be made against the District by reason of any of the circumstances governed by the GIA, including but not limited to the following: blockage in the system causing the backup of effluent; damage caused by smoke testing of lines; breakage of any Water or Wastewater Main by District personnel; interruption of water or wastewater service and the conditions resulting therefrom; breaking of any main line or service line, pipe, valve, or meter by any personnel of the District; failure of the water supply; shutting off or turning on of water; making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst service lines and other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or from turning it on, or from inadequate or sporadic pressures; or from inadequate water delivery, or interruption of any services brought about by circumstances beyond its control; the making of connections or extensions; damage from inadequate sewage treatment or interruption of any services brought about by circumstances beyond its control; or for doing anything to the system of the District deemed necessary by the Board or its agents. Except if required and as provided by the GIA, the District has no responsibility for notification to any Customer or Owner of any of the foregoing conditions. The District reserves the right to temporarily discontinue service to any property at any time for any reason deemed necessary or appropriate by the Board. The District has the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

It is expressly stipulated that no claim for damage will be made against the District by reason of the District or its agents or consultants performing plan check, construction observation, administration and management, accounting and auditing or legal evaluation and representation nor will the District be liable in any way by reason of performing such activities.

1.16 Resolutions. The Board of Directors may from time to time adopt resolutions embodying policies and directives with respect to the operation of the Water System and/or the

Wastewater System whether or not such resolutions are made a permanent part of these Rules and Regulations.

1.17 Severability. If any term, condition or provision of these Rules and Regulations is declared invalid or unenforceable, the remainder of these Rules and Regulations will not be affected thereby and the remaining provisions will be valid and enforceable to the fullest extent permitted by law.

SECTION 2

USE OF PUBLIC WATER SYSTEM

2.1 Water Use. The privilege to take and use water from any source supplied by the District is only by permission and the District reserves the full privilege to determine all matters in connection with the control and use of water. No water User in or upon any premises to which water is supplied will supply water to any other Person or premises receiving water within District Service Area or to any other Person within or outside the District without the approval of the District. Nothing herein will operate to create any vested or proprietary privilege whatsoever but will give Persons the privilege to the water service for the purposes specified in these Rules and Regulations. The privilege to use water service is subject to suspension or revocation and shut-off. Any Person violating any provision of these Rules and Regulations is subject to the penalties set forth herein and under applicable law.

2.2 Requirement for Permit. No unauthorized Person will uncover, make any connection with, use, alter, or disturb any portion of the Water System without first obtaining approval from the District. No connection to the Water System of the District will be made without first obtaining a tap issued by the District.

2.3 Responsibilities of the Customer.

2.3.1 Each Customer is responsible for maintaining that portion of the water Service Line that extends from curb stop to the property. Leaks or breaks in the Service Lines must be repaired by the Customer within 72 hours from the time of notification of such condition by the District. If satisfactory progress toward repairing the said leak has not been accomplished within said time period, the service may be shut off until the leak or break has been repaired.

2.3.2 All Persons having boilers or other appliances on their premises depending on pressure or water in pipes or on continual supply of water, must provide, at their own expense, suitable safety appliances, including pressure regulating valves to protect themselves and their property against a stoppage of water supply, or increase, or loss of pressure. All Customers should be responsible for protecting their plumbing via a pressure regulating device and it is the Customers' responsibility to have a plumber properly install and set the device to the appropriate regulation of pressure.

2.3.3 No portion of the building electrical system and/or ground may be attached to the service line or internal plumbing such that an electrical current may be induced into or from the piping system.

2.4 Water Rights. Pursuant to Rule 5.3.10 of the *Rules and Regulations for the Management and Control of Designated Ground Water*, the District is authorized to enact a resolution by which consent of landowners within the District is deemed to be given to allow the District to withdraw and use groundwater from the aquifers beneath the District. The District may enact said resolution and all properties within the District will be subject thereto and to all other laws, rules, regulations or policies through which the District has the right to withdraw and make use of groundwater beneath property in the District. No Person will drill, apply for or otherwise make use of the groundwater resources beneath any property within the District, regardless of ownership. The District hereby declares that it currently is and/or has the intention to make full beneficial use of all groundwater resources beneath property within the District.

SECTION 3 **APPLICATION FOR WATER SERVICE**

3.1 Request for Service. Individuals desiring water service from the District must make a request for a water tap with the General Manager. The request must comply with all resolutions and the Rules and Regulations concerning the Water System of the District. The request to the District will be supplemented by any plans, specifications or other information deemed necessary by the General Manager to determine compliance with all resolutions, regulations or rules concerning the water system. No water tap will be issued nor will any work related thereto be commenced before a meter is installed and in the absence of payment of the current applicable Tap Fee, together with applicable Water and Sewer Development Fee(s), and any associated administrative or Inspection Fees authorized pursuant to these Rules and Regulations as determined by the District's Board.

3.2 Cancellation of Application by District and Refund of Fees. The District reserves the right to deny, cancel or revoke any application previously granted, before service has been provided, in which case any fees paid by the applicant will be refunded. The District is not be liable for any other costs incurred by the Person or Developer.

3.3 Tap Fees Non-Refundable. Unless the District cancels or revokes an application for service under Section 3.2 hereof, all Tap Fees, Water and Sewer Development Fee(s) and any associated administrative, Inspection Fees or other application fees as authorized pursuant to these Rules and Regulations, will be non-refundable.

3.4 Taps Limited to Addressee. Taps will be used only for the address specified with the tap connection and may not be transferred to another address or property without the express prior written consent of the District.

3.5 Change in Water Service. An amended application for service must be filed by the Customer, prior to making any change in service; such as subdivision of the property, expansion of buildings or construction of new buildings with additional water outlets, or toilets, or fixtures which increase system capacity. Any additional Tap Fees, Water and Sewer Development Fees, Inspection Fees administrative fees and any other applicable fees which may be due as a result of the change in service, must be paid before the change in service is permitted. The Customer may also be subject to compliance with the District's Water Policy for any change in water service. The District Board may upon its own motion make a determination that a

Customer action has resulted in a change in water service subject to these Rules and Regulations and may require payment of additional fees or construction of additional facilities as appropriate. Such determination will be made by the Board only after notice to the Customer and at a public meeting.

3.6 Disconnection of Water Service. Except as otherwise provided herein, once water service is commenced to any Customer, such service may be discontinued subject to the payment of a permanent disconnection fee. Discontinuation of service for any reason is subject to inspection by the District Engineer, initiated through the General Manager, and the Customer will be assessed an Inspection Fee therefor. Any Customer desiring to have water service permanently disconnected and discontinued must notify the General Manager's office a minimum of 48 hours (excluding weekends) in advance of the desired date of disconnection. Water service fees will be assessed until inspection of the disconnection is approved by the District's Engineer. Once a permanent disconnection has occurred, that property will no longer be served by the District and will no longer be subject to monthly base charge assessments. Reactivation of service after a permanent disconnection will be treated as a new application for service under these Rules and Regulations.

3.7 Temporary Water Service through Fire Hydrants. Special permission from the District is required for temporary water service supplied through fire hydrants and will be allowed only pursuant to the provisions of Section 4.2.

3.8 Penalty for "Unauthorized Turn-On". No person other than Employees or officials of the District will have authority to turn on water service. The District may pursue legal action against violators of this section 3.8 and all costs relating thereto must be paid by the violator.

SECTION 4 **WATER METERS AND SERVICE LINES**

4.1 Meters Required. Each structurally independent residential, commercial, or industrial building requiring water service must be individually metered whether or not under common ownership. For the purpose of this Section, buildings will be considered to be structurally independent if they do not have a common foundation, walls and roof.

4.1.1 General. All meters will be approved and furnished at the expense of the District. The location of all meters must be approved by the District prior to installation. Residential meters must be located within the residential structure at a readily accessible location approved by the District unless an alternate location is approved. All residential meters must incorporate a remote transmitting device placed in a location specified by the District. Non-residential and larger-sized meters must be at an approved location and must incorporate remote display or transmitting units approved by the District. The Customer is responsible for providing the meter setter and associated plumbing. The standard residential meter is 3/4 inch in size.

4.1.2 Meter Testing. The District may at any time test, repair or replace a Customer's water meter to ensure that the meter is recording within the accuracy limits

recognized by the American Water Works Association (AWWA). Any Customer may request that the meter through which water is being furnished be examined and tested at the customer's expense, with a deposit required in advance. The District will switch out the meter and send the meter to a third party manufacturer to have the meter tested.

4.1.3 Maintenance Responsibilities. Upon approval and acceptance by the District, all water meters, remote registers and transmitters will be owned and maintained by the District and will be tested as the District deems necessary. The cost of repairs resulting from abuse or negligence by the Customer must be paid by the Customer and added to and considered a part of the charge for water service.

4.2 Fire Hydrants. Any fire hydrant within the District's Service Area will be owned and maintained by the District, whether in public rights-of-way or on private property. All hydrants must conform to the District's Standard Specifications. Fire hydrants connected to the mains of the District are provided for the primary purpose of furnishing water for fire suppression and may be opened and used only by Persons authorized to do so by the District.

Any other use of fire hydrants will be allowed only by permit issued by the District, after payment of fees, and requires the use of a hydrant meter and regulating valve for the monitoring of water use. Connections and disconnections may be made by authorized personnel only. Unauthorized use of a fire hydrant is subject to legal action against the violator for damage to the hydrant, loss of water and all related damages. Rates to be charged for water extracted from each hydrant may be established from time to time by the District in its discretion.

4.3 Service Lines: General. A separate and independent Service Line must be provided for every building. Multi-family, commercial, industrial complexes, or recreational vehicle parks having more than one building on a single platted lot owned by one person may have the individual buildings connected to a single common master service line with a shut-off valve for each building unless and until such lot is resubdivided or the buildings otherwise become separately owned in which case independent connections must be made. The District does not assume any obligation nor acquire any liability for damage to the connecting property or any portion thereof caused by or resulting from any such connection to the water supply system as aforementioned.

4.4 Service Lines: Conformance to Rules and Regulations. The size, slope, alignment and materials of construction of a Service Line, and the methods to be used in excavating, placing of the pipe, jointing, testing, backfilling and inspection of a trench must conform to the requirements of the Building and Plumbing Codes of El Paso County and other applicable rules and regulations of the District. All existing and new Service Lines must conform to the requirements of the water service quality control regulations. No portion of the building electrical system and/or ground may be attached to the service line or internal plumbing such that an electrical current may be induced into or from the piping system.

4.5 Service Lines: Standards. All Service Lines for connection to the water supply system of the District must be installed in accordance with the provisions of this section and of the Donala Water & Sanitation District's Standard Specifications. Please see *Donala Water & Sanitation District's Public Utility Design and Construction Specifications*.

4.6 Service Lines: Maintenance. The Customer must keep the water Service Line and all pipes and fixtures on his premises in good repair. The Customer must secure all required permits for construction purposes and is responsible for restoring the public right-of-way and the street to acceptable District or other jurisdictional standards. The Customer is responsible for the repair and maintenance of the water Service Line from the curb stop to the property. The District will, if requested to do so, shut off the water Service Line at the curb stop. In case of an emergency or failure of the Customer to abide by the provisions of this Section, the District may repair this portion of the Service Line, including backfilling and restoration of property, for which the Customer is responsible and bill the Customer for such costs of repair. To preclude unnecessary waste of water, if repairs are not initiated within a seventy-two (72) hour period of time, the District may, in its discretion, shut off water service until repairs have been affected. The Customer is responsible for all damages that may occur to other property, real or personal, including property of the District, that were a result of a failure to repair and maintain the Service Line, including, but not limited to, leaks occurring in a Service Line, bursting or other failure of the Service Line.

The District is responsible for the maintenance and repair of the water Service Line from the distribution Main to the curb stop. Repair and maintenance of this portion of the Service Line will be performed by the District at no cost to the Customer.

When doubt exists concerning the responsibility for repairing a leak, the District will determine the origin of the leak, and the responsibility for repair by turning off the service at the curb stop. When this action causes the leak to stop flowing, the Customer will be responsible for repair. When the leak continues to flow after turn off, the District assumes responsibility and will affect repair of the leak at no expense to the Customer.

SECTION 5

GENERAL REQUIREMENTS FOR WATER AND WASTEWATER FACILITIES

5.1 General. All contractors, plumbers and others doing work on the Water System, Wastewater System, Service Line, or any part of the District's systems must comply with all of the following:

5.1.1 Before commencing work under the contract, the Contractor must furnish the District with certificates of insurance, showing the type, cost, class of operation coverage, effective dates, and date of expiration of policies. The Contractor will not commence work until he has obtained insurance as required by the District, nor will the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required for that portion of the work has been so obtained and reviewed.

The Contractor, and any subcontractors it may hire, are required to have worker compensation in accordance with Colorado law, comprehensive general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence and \$2,000,000 general aggregate; automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage each accident; underground utility insurance, and any insurance coverage for special conditions such as blasting.

5.1.2 The Contractor hereby agrees to indemnify and hold harmless the District and each of its directors, Employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, and expenses (including reasonable attorneys' fees), arising, or alleged to arise, directly or indirectly, in whole or in part, out of the negligence or omission of the Contractor or any of its subcontractors, agents or Employees, in connection with this Agreement and/or the Contractor's Services or work hereunder whether within or beyond the scope of its duties or authority hereunder.

5.1.3 All permits, fees and charges will be paid for by the Contractor, plumber or others doing work in the District, prior to the start of construction.

5.1.4 All Inspection Fees or other charges for work on Water System, Wastewater System, Water or Wastewater Service Line construction required by the District, El Paso County or the Colorado State Highway Department or any other entity with jurisdiction, will be paid for by the plumber, Contractor, or others doing work in the District. The owner of the property on whose behalf any work is being performed will be joint and severally liable for such charges and fees.

5.2 Crossing District Facilities. Any Contractor installing, constructing, maintaining, or otherwise doing work upon new or existing buried infrastructure within the District's service area are obligated by law to call 811 before any excavation or boring can begin. The District will mark and provide approximate location and/or depth of District facilities in accordance with the Colorado 811 program.

When a Contractor is excavating or boring under, over, or across any District facilities or anywhere within 100 feet of the approximate or marked location of any District facility, Contractor must expose and physically confirm the location of any and all District facilities by being able to visually see the facility from the surface and provide evidence of such inspection to the District prior to further excavation or boring. District facilities should be viewed while the Contractor is working under, over, or in proximity to any District facilities. Contractor will be wholly responsible for damages caused to District facilities that were not physically located by Contractor and/or no evidence of visual inspection was provided by Contractor prior to commencing excavation or boring work. The Contractor will pay for or directly reimburse the District for all costs and expenses incidental to the damage to District facilities caused by Contractor.

SECTION 6

WATER AND WASTEWATER LINE EXTENSIONS/CONSTRUCTION

6.1 Construction Options. Construction of Water or Wastewater Mains or extensions thereof which are to be owned and operated by the District must conform to the provisions of this Section 6.

6.2 Application for Approval. No Person may construct a Water Main, Wastewater Main or extension thereof within the Service Area of the District without first having written

approval of a formal application to the District and having complied with the Rules and Regulations, policies and resolutions of the District.

6.2.1 Responsibility for Providing Facilities. The cost for the Water or Wastewater Main to serve a development or service expansion, including design and construction costs, will be the sole responsibility of the Developer. Any Water and Wastewater Mains including all sites, rights-of-way and easements required to serve development of the property, as determined by the District, will be provided by the Developer at his or her expense.

6.2.2 Plan Submittal. Plans for all Water Mains and Wastewater Mains within the Service Area of the District or that contemplate connection to the District's facilities must be submitted to the District's Engineer together with any other pertinent documents. All of the Water and Wastewater Mains must be designed and installed so as to provide an acceptable level of service to the specific parcel as well as to all existing and potential Customers of the District. All Water and Wastewater Mains must be constructed according to the District's standards and specifications. All costs of plan review will be an expense of the applicant.

6.3 Location of Extensions and Mains. Water and Wastewater Mains must be installed in roads or streets which the County, Colorado Department of Transportation, or other public agency has accepted for maintenance as public rights-of-way or, when approved by the District, in easements granted to the District in a form acceptable to the District. All line installations must conform to the requirements of the entity maintaining the right-of-way. If the Water and/or Wastewater Mains are to be installed within an easement to be granted to the District, Developer must comply with the procedures outlined in Section 6.9. below.

6.3.1 Service; Excavations. All excavations for installation or repair of Water Mains or Service Lines must be adequately guarded with barricades and lights and meet all applicable safety standards so as to protect the public from hazard. Streets, sidewalks, parkways, and other private and/or public property disturbed in the course of work must be restored in a manner satisfactory to the Department of Public Works of El Paso County or any other entity with jurisdiction.

6.4 Inspection Fees. All Inspection Fees on Water and Wastewater Main facilities required by the District, El Paso County, the Colorado Department of Transportation, or any other entity with jurisdiction must be paid for by the Developer, or other Person performing the work in the District.

6.5 Performance and Payment Bonds. A performance and payment bond must be furnished to the District which is equal to 100% of the construction cost and contingencies on all Water and Wastewater Main construction contracted for by the District.

6.6 Developer-Built Facilities: Dedication to and Acceptance by the District. In cases where the Developer desires to install facilities by private contract for dedication to and acceptance by the District, the following applies.

6.6.1 Application for Approval. No Person may construct a Water or Wastewater Main or extension thereof within the Service Area without first having obtained

formal approval of an application to the District and having complied with the Rules and Regulations, policies and resolutions of the District.

6.6.2 Responsibility for Providing Facilities. The cost for the Water or Wastewater Main and appurtenances thereto, including, but not limited to, design, material and construction costs, is the sole responsibility of the Developer. Any Water and Wastewater Mains including all sites, rights-of-way and easements required to serve development of the property, as determined by the District, will be provided by the Developer at his or her expense.

6.6.3 Plan Submittal. Plans for all Water Mains and Wastewater Mains within the Service Area of the District must be submitted to the District's Engineer together with any other pertinent documents. All of the Water and Wastewater Mains must be designed and installed so as to provide an acceptable level of service to the specific parcel as well as to all existing and potential Customers of the District. All Water and Wastewater Mains must be constructed according to the District's standards and specifications. All costs of plan review will be an expense of the applicant.

6.7 Construction of Facilities. After the District has approved the proposed engineering layout or design, the Developer must install the facility extension by private contract upon approval of the plans, specifications and contractor by the District and subject to District field inspection and approval of actual construction.

6.8 Easements. In the event the Water or Wastewater Mains are to be located within an easement to be granted to the District, Developer must comply with the following:

6.8.1 Developer will submit to the District Engineer for review and approval the legal description and a drawing clearly depicting each interest proposed to be granted to the District.

6.8.2 Developer will deliver to the District, or, at the discretion of the District the District will provide, a commitment for title insurance, prepared by a title company approved by the District, on the proposed easement interest, subject to the following requirements:

6.8.3 The title commitment must be effective within 30 days of the submittal date;

6.8.4 The title commitment must show the proposed insured as "Donala Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado"; and

6.8.5 The title commitment must reflect the amount of insurance on the proposed easement interest to be a minimum of \$5,000.

6.8.6 The proposed easement must be free and clear of all encumbrances, except such encumbrances agreeable to the District. Any deeds of trust or mortgages must be subordinated to the District's easement interest by a subordination agreement duly authorized and signed by the deed of trust and/or mortgage holder.

6.8.7 All costs incurred in providing the title commitment, easement and subordination agreement(s) to the District will be borne by the Developer. Such costs include, but are not limited to, the costs of the preparation of the title commitment, the title insurance policy insuring the District's easement interest, recording fees, legal fees involved in the review of the title work and legal fees for document preparation in connection with the granting of the easements.

6.9 Subordinate Agreements. Upon receipt of the title commitment, the District will prepare and provide to Developer for execution an easement agreement in a form acceptable to the District for the conveyance of the proposed easement to the District from the Developer, and accompanying subordination agreements acceptable to the District, where appropriate. If necessary, in the discretion of the District, the District may request an update of the title commitment from the title company.

6.10 Right of Inspection. During the construction of facilities to be dedicated to or otherwise connected to District facilities, the District Engineer or other District representatives will have a continuing and ongoing right of inspection and approval.

6.11 Preliminary Inspection. Following completion of the Developer's construction activities, and upon payment of all fees and charges, the District Engineer will conduct a preliminary inspection and if satisfactory, certify the line or other facility as conditionally acceptable. The Developer or Contractor will be given notice of any deficiencies in the construction that require correction prior to final acceptance of the facilities being constructed.

6.12 Warranty. The Developer must provide an executed warranty for the benefit of the District for a period of not less than 24 months from the date of conditional acceptance or until all deficiencies have been corrected to the satisfaction of the District, whichever date is later, in a form substantially similar to the following language:

WARRANTY

("Developer") for itself, its successors and assigns, hereby warrants that for a period of two years or such additional time as may be required to correct all deficiencies to the satisfaction of the District beginning on _____ ("Warranty Period") the facilities described on Exhibit A ("Facilities"), attached hereto, must be free from defects in materials or workmanship and hereby agrees that during the Warranty Period, Developer, at its sole cost, will repair or cause to be repaired any defects in the Facilities required by or resulting from, (a) defects in workmanship or materials, (b) the construction of streets or utilities within the area, or failure to follow the standards for construction as adopted by the District from time to time ("Defects"). Developer, for itself, its successors and assigns, further warrants that if any of the Facilities are located within any streets, and at the end of the Warranty Period the construction, installation and paving of these streets, including installation of all curbing, gutters, drains and other street improvements, has not been completed then, as to the repair of valve boxes and manholes, the Warranty Period shall be extended until the date that such street construction has been completed.

During the Warranty Period the District will be responsible for notifying Developer of any Defects and Developer must repair or cause to be repaired any such Defects within 48 hours after receipt of the District's notification. In the event Developer fails to make such repairs within such 48 hour period or, if such repairs cannot reasonably be accomplished within such 48 hour period and Developer has not begun diligent efforts to make such repairs within such 48 hour period, the District may, at its option, proceed to repair or cause the repair of the Defects at Developer's cost and expense. In the event of emergency repairs which, in the opinion of the District, must be made immediately in order to maintain a reasonable level of water or sanitary sewer service the District may make such emergency repairs without prior notice to Developer and at Developer's cost and expense, but the District will give Developer notice thereof as soon as reasonably possible. If the District deems it necessary to flush Water Mains to maintain water quality control in a portion of the platted area in which any of the streets have not been constructed the District may flush the lines using a construction meter and charge the Developer for the water used and personnel costs associated to the flushing of the lines. In addition, the District may limit how large of a distribution system the Developer may construct prior to building homes or buildings that become active water accounts and begin using water.

6.13 Warranty Bond. Prior to conditional acceptance of Water or Wastewater Mains or other District facilities, the District will make a determination whether the Developer will be required to provide to the District a warranty bond as security for any corrections or maintenance required on said facilities, to be executed in the District's favor in the minimum amount of ten percent (10%) of all construction costs, effective upon commencement of conditional acceptance. The District, in its sole discretion, will make such determination based upon the following criteria:

6.13.1 Total cost of the facilities (projects under \$1 million are presumed to not require a warranty bond unless the District determines that additional security is required based upon evaluation of the criteria listed below);

6.13.2 Complexity of the project, including road crossings, ditch or drainage crossings, or other non-standard construction methods, means, or delivery;

6.13.3 Developer's history of successful construction and conveyance of Water or Wastewater Mains or other District facilities without or with successful resolution of any warranty issues (including cumulative total cost of facilities previously constructed and conveyed by Developer);

6.13.4 Developer's expected future development within the District's service area (for example, if the current project is Developer's only or last remaining project, a warranty bond requirement is more likely to occur due to the District's decreased ability to recover or enforce a contractual warranty directly against Developer); and

6.13.5 Developer's general contractor or contractor(s) expected to construction the Water or Wastewater Mains or other District facilities and said contractor's history of successful completion and construction of District facilities.

6.14 Certification of Costs. Prior to conditional acceptance of Water or Wastewater Mains or other Developer-built District facilities, the Developer must provide the District with a certification of costs in a form satisfactory to the District to establish the cost of the facilities.

6.15 As-Builts. Prior to conditional acceptance of Water or Wastewater Mains, or other Developer-built District facilities, the Developer must provide the District with “as-builts” or equivalent executed by a licensed professional engineer, certifying the accurate size and location of the Public Infrastructure, together with supporting maps and other documentation, in the form, format and detail required by the District.

6.16 Conditional Acceptance. Upon recommendation by the District Engineer for conditional acceptance of the Water or Wastewater Mains or other Developer-built District facilities, and upon provision to the District of all appropriate easements for the maintenance and operation of such facilities, payment of all fees and charges due hereunder, completion of an appropriate bill of sale dated subsequent to the expiration of the 24 month warranty period, and compliance with any other applicable requirements contained herein, the District will conditionally accept the facilities.

6.17 Final Inspection. Following expiration of the 24 month warranty period, and upon request of the Developer, the District Engineer will then make a final inspection and upon correction of any defects or deficiencies, at the expense of the Developer, and satisfactory evidence of an executed bill of sale transferring ownership of the constructed facilities to the District, the District Engineer may recommend final acceptance of the Water or Wastewater Mains or other facilities.

6.18 Oversizing. If, in the opinion of the District, an increase in line size is necessary in order to provide an acceptable level of service to the Developer parcel or other Customers within the District, the Developer may be required to provide oversized pipelines and/or facilities. The cost for the “oversizing” of such pipelines and/or facilities will be borne by the Developer. The basis for such costs will be the difference in unit prices between the maximum line size which is the Developer’s responsibility and the actual size to be constructed. The cost for the design and preparation of contract documents for these “oversized” pipelines will be the sole responsibility of the Developer. If the District determines that it will construct the facilities, the Developer will submit payment for the cost thereof. The District will not issue a notice of award until such payment has been made. The District may collect fees or charges as determined by the Board from other Customers served by the “oversized” facilities and may, as determined by the Board, reimburse the Developer for all or a portion of the oversizing costs incurred by the Developer.

6.19 Inspection. The District has a right to inspect at all times all facilities connected to, or to become connected to, the District’s Water or Wastewater Systems. Authorized Employees and representatives of the District will be allowed free access at all reasonable hours to any building, premises or property receiving water or wastewater service to ensure compliance with the Rules and Regulations, policies and resolutions of the District.

SECTION 7

WATER CONSERVATION

7.1 General. The District requires the conservation of water within its Service Area. No Person will use any water provided by the District other than for uses permitted by the District. Developers or other Persons wishing to have water service to their property provided by the District and connect to the District's Water System will be subject to the District's Water Policy.

7.2 Determination of Available Water Supply. The District may, from time to time, determine the amount of available potable water supply for use within the District and may determine the expected demands for said water by all Customers of the District's water system for any given period of time. In the event the Board determines at any given time that there are insufficient potable water supplies to meet all of the present and anticipated needs, the Board may order restrictions, curtailments or prohibitions upon the use of water.

7.2.1 Any restrictions, curtailments or prohibitions contemplated will be uniformly applied to all similarly situated water Users within the District's Service Area. Nothing herein will be construed to prevent the District from treating different categories of water Users and/or Customers in different geographical areas of the District in a different fashion.

7.2.2 Except in cases of emergency, the Board will post notice on the District's website as soon as reasonably practicable prior to imposing any curtailments, restrictions or prohibitions upon the use of water as herein provided. The notice will include a statement as to said restrictions, curtailments or prohibitions, together with a statement of the penalties for violation thereof and the time period for which such restriction will be in effect.

7.2.3 Any Person, Customer or User of the District violating any provision of this section is subject to penalties as may be hereafter set by the Board.

SECTION 8

FEES, PENALTY, AND CHARGES

8.1 Fee Schedule. All fees and charges provided for in these Rules and Regulations will be in the amounts detailed in our annual rate resolution posted on the District website; as such schedule may be amended by the Board.

8.2 Tap Fees. Tap Fees are due on all lots prior to construction. Water/ sewer service line locations will not be provided, nor service lines inspected until tap and development fees are paid. Tap fees are normally used for repayment for District infrastructure required to provide the service to the lot (wells, treatment plants, tanks, etc.). The amount of such fees and the timing of the collection thereof will be established from time to time by resolution of the Board.

8.3 Water and Sewer Development Fee. Development fees are due at the same time as tap fees. Development fees are normally used for District future water/sewer infrastructure

expense. The amount of such fees and the timing of the collection thereof will be established from time to time by resolution of the Board.

8.4 Water Investment Fee. Due at the same time as tap and development fees. Essentially a “buy in” for new development of District renewable water costs.

8.5 Installation Fee. Installation fees are due at the same time as Tap Fees and Water and Sewer Development Fees. Installation Fees cover the cost of the plumbers “meter kit” (meter, pressure regulator, backflow prevention, transponder), as well as District staff inspection. Included in the Installation Fee is a set deposit that may be refunded if all District specifications are adhered to when the transponder is set, just prior to closing.

8.6 Water and Sewer Fees. Service fees are charged on a monthly basis. There is a set minimum water service fee and sewer service fee. Additional water usage fees are charged once meters are read and recorded. Service fees are due by a specific due date and will be considered “late” if not received on or before the due date noted on the statement. A Late Fee will be assessed on the unpaid balance. A lien may be filed on the property at any time and a Lien Removal Fee may be charged. If full payment is not made within 60 days (Amended July 2013), water service may be terminated after sufficient written warning is made, which will result in a Cutoff Letter Fee, and customers are given ample opportunity to contest the matter. A Service Reconnection Fee will be assessed to the account upon reconnection which will be due on or before the next due date.

8.7 Voluntary Cutoff Fee. Water users may voluntarily have their water service discontinued. A Service Reconnection Fee will be charged for restoration of service. Minimum monthly water and sewer charges shall apply during the period that service is discontinued. Before the District will turn off water services, the customer must sign a “Owner Request for Cutoff of Utility Service” form.

8.8 Reproduction Fees. Though most District documents are public record, the District may charge reproduction fees, payable before reproduction is accomplished.

8.9 Special Situations. Wherever an installation is required to accommodate a special or unusual situation which is not covered by the schedule of charges established from time to time by the Board, the Board will establish a charge for such an installation. Charges in such situations will be determined considering relevant factors including:

8.9.1 The established charges of the District.

8.9.2 Charges imposed by the District for similar installation, if any.

8.9.3 The cost to the District (including reasonable administration costs) in providing the requested service.

8.10 Late Fees. Late fees are 5% of the unpaid balance and are charged on all service bills after the established “late” date. Late fees are due with the full payment of the unpaid bill.

8.11 Cutoff Letter Fee. A fee will be charged to the customer if a certified letter is sent to notify of pending disconnection of service for any reason. The fee will be due along with the bill in question and any associated late fees.

8.12 Service Re-Connection Fee. If water service is terminated for any reason, a Service Re-Connection Fee will be charged when water is restored and is due upon that statements due date. If District staff is forced to dig up the service “stop box” valve in order to terminate the service, charges for time and materials may be charged to the customer at the operator’s discretion.

8.13 Unmetered Service Fee. The District has the right to impose a fee to any owner, Customer, or Developer who fails to install a water meter at the time of connection of a property. The water service will be terminated until the meter is installed.

8.14 Lien Removal Fee. A lien removal fee will be charged if a lien has been filed on the property. It is due in full along with any re-connection fee, late fees, interest, and any unpaid balance before the lien will be formally removed with the County Clerk’s office.

8.15 Returned Payment Fee. The District has the right to impose a returned payment fee for payments made on checks or ACH which are returned for any reason. The amount of the returned payment fee will be set by the Board.

8.16 Ground Water Discharge to Sewer Penalty. Penalty charges will be established and assessed against any person, company, or corporation who is determined to be discharging ground water to the District sanitary sewer. The amount of the Ground Water Discharge to Sewer Penalty will be set by the Board.

8.17 Unauthorized Discharge to Sanitary Sewer Penalty. Discharge of unauthorized materials, to include but not limited to: petroleum products, paint, paint cleaner, toxic, poisonous or explosive substances, is prohibited. Such discharge or any other misuse of the District sanitary sewer facilities may result in fines or special charges to be set by the Board

8.18 Unauthorized Fire Hydrant Use Penalty. District owned and maintained fire hydrants are off limits to everyone except fire department and District personnel. Unauthorized use of a fire hydrant will result in a penalty, and a charge for the suspected water used to be set by the Board. Criminal charges may be considered.

8.19 Cross Connection Control Penalty. Failure to provide adequate cross-connection control will result in immediate termination of service. This includes failed tests of backflow devices and any other cross connection issue deemed irregular by District personnel. Failure to provide annual certified backflow test results to the District will result in a penalty to be set by the Board, and eventual disconnection of service.

8.20 Grease Trap/ Interceptor Charge. A customer who fails to comply with grease trap or interceptor cleaning and pumping requirements may be assessed a penalty to be set by the Board. The penalty will be doubled the second time it occurs, and water service may be terminated if there is a third occurrence. All applicable Service Re-Connection Fees, etc. will apply.

8.21 Unauthorized Irrigation Penalty. If a customer irrigates during non-authorized times per the District rationing program the customer may incur warning letters, penalty fees and potential termination of water service.

8.22 Availability of Service (AVS). Some of the properties in the District are subject to an Availability of Service (AVS) charge. This charge is assessed where water, sewer or both water and sewer lines are installed and ready for connection within 100 feet of any property line of the residential lot or residential lot equivalent being assessed where the water or sewer lines or both of which line or lines the particular lot or lot equivalent to be assessed is not connected, pursuant to sec. 32-1-1006(1)(h), C.R.S. AVS is also charged on all units under construction and not yet occupied.

This charge will never exceed 50% of the average annual water and sewer bill and collections from AVS will only be used to service District debt, to include bonded indebtedness and loan payment requirements. AVS charges on lots that are in District Tax Area B (water only service) will be equal to 50% of the normal AVS charge. Lots that meet the requirements for AVS as of January 1st will be eligible for AVS that year. Bills will be produced and mailed at the beginning of March and will be due no later than April 30 of the same calendar year. If units under construction come online as customers by February 28th, AVS will be waived. Any lots that begin construction after AVS has been billed will pay the AVS charge with their tap fee.

If AVS is not paid by April 30th, a warning letter will be sent to the owner. Property owners will be given 30 days to pay the charge. If the payment is not received within the provided timeframe and the unit is under construction and water service is available, service will be terminated. A lien will be filed for these properties as well as for empty lots where payment has not been made within the provided timeframe. The lien accrues interest monthly at a rate of 1%. Fees to remove the lien as well as reconnect water service (if applicable) will be assessed upon lien removal. Liens may only be removed and/or service reconnected after the removal fee, interest and all back AVS fees have been paid. Any fee assessed for the reconnection of water services will be due on or before the next due date.

SECTION 9

CONNECTION AND INSTALLATION OF WASTEWATER SYSTEM

9.1 Connection Required. Where required in accordance with applicable State or local law, the owner of any house, building or property used for human occupancy, employment, recreation or other purposes, situated within the District's Service Area and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a Collection Line, is hereby required at such owner's expense to install suitable wastewater collection and drainage facilities therein as required by the applicable building codes, and to connect such facilities directly to and with the Collection Line in accordance with these Rules and Regulations within ninety (90) days after official notice to do so, provided that said Collection Line is within four hundred (400) feet (122 meters) of the boundary of the tract or parcel of land upon which the structure is located. Construction of or repair of an existing on-site wastewater treatment system located on a tract of land which is within 400 feet of a Collection Line as determined by the District shall only be permitted with the consent of the

District and subject to the requirements of the Local Health Department including the Local On-Site Wastewater Treatment Systems Regulation or the Colorado Water Quality Control Commission Regulation No. 43.

9.2 Connection or Disconnection; Permits. The District will issue a permit for each connection or disconnection made to or from the Wastewater Treatment System. Such permit will be required for all new connections, existing connections where additional fixtures are to be installed, and for disconnections. Permits for connection or disconnection will be issued only to Master Plumbers. Discharge permits for non-residential users may be required as provided in Section 15 of these Rules and Regulations in addition to the tap connection permit.

9.3 Unauthorized Connections Prohibited. It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any unauthorized Person to uncover, make any connections with or openings into, use, alter or disturb any Collection Line or appurtenance thereof, without first obtaining written permission from the General Manager. Any such connections must be made in compliance with Building and Plumbing Codes, rules or regulations promulgated by the General Manager for installation of Collection Lines and services and all other applicable Rules and Regulations of the District.

9.4 Connection to System; Inspection. Upon approval of a tap connection, the applicant for the Wastewater service must notify the General Manager when the Service Line is ready for inspection and connection to the Collection Line. The connection and testing required must be in accordance with the District's Design Criteria and Construction Specifications and made under the observation of the General Manager. The District is not liable for any deficiency or defect which is not discovered by inspection and the owner or developer of such premises will not be absolved from liability for such deficiency or defect and any resulting damage or from responsibility to correct such deficiency or defect.

9.5 Collection Lines; Manner of Extension. Collection Lines to collect and intercept Wastewater from and throughout areas or additions within the District's service area will be extended by the owner and/or Developer of premises to be served by such lines from the existing Collection Line to the farthest point or points upgrade of such premises. If the General Manager determines that extension of Collection Lines to the farthest point or points upgrade is not necessary for efficient extension of the Wastewater Treatment System, the General Manager may modify the limits of such extension as is deemed in the best interests of the District. In any event, Collection Lines must be extended by, and at the sole cost of, the owner and/or Developer of premises to be served by such lines from the existing Collection Line to a point which permits the shortest possible Service Line, or Building Sewer, between the Collection Line and the property line of the premises served thereby. Thereafter said Collection Lines must be extended to adjoining premises in compliance with Rules and Regulations of the District. Extensions will not be made for remote or isolated services unless the applicant requesting such service provides for the cost of such extension to the point of service and such extension is approved by the General Manager.

9.6 Wastewater Lines; Compliance with Subdivision Requirements. No Wastewater lines will be laid or placed in any proposed addition or subdivision until said proposed addition

or subdivision is platted and approved by the El Paso County Board of County Commissioners or other entity with jurisdiction.

9.7 Service Lines; Separate for each Building; Exceptions. A separate and independent Service Line must be provided for every building. However, where one building stands at the rear of another on the same tract of land under the same ownership, and no Service Line is available nor can be constructed to the rear building though an adjoining alley, court, yard or driveway, the Service Line of the front building may be extended to the rear building and the whole considered as one service. Multi-family, commercial, industrial complexes, or recreational vehicle parks having more than one building on a single platted lot may have the individual buildings connected to a single common service line, unless and until such lot is re-subdivided or the buildings otherwise become separately owned in which case independent connections must be made. The District does not assume any obligation nor acquire any liability for damage to the connecting property or any portion thereof caused by or resulting from any such connection to the Wastewater System as aforementioned.

9.8 Service Line; Construction to Conform to Rules and Regulations. The size, slope, alignment and materials of construction of a Service Line, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, must all conform to the requirements of the applicable Rules and Regulations of the District and Local, State and Federal requirements governing the work.

9.9 Service Line; Use of Gravity Flow. Whenever possible, the Service Line will be brought from the building at an elevation below the basement floor. In all buildings in which any Building Drain is too low to permit gravity flow to the Collection Line, Wastewater carried by such building drain must be lifted by means approved by the Regional Building Official or other entity with jurisdiction and discharged to the Wastewater System. Repair and maintenance of any such pump or lift facility and all costs thereof are the responsibility of the User.

9.10 Service Line; Maintenance of:

9.10.1 The owner of any premises connected to the District's Wastewater Treatment System is responsible for the maintenance of the Service Line and appurtenances thereto, from and including the connection of the Collection Line to the premises served. The owner must keep such line in good condition and must replace, at his expense, any portions thereof which, at the discretion of the General Manager, are determined to have become so damaged or disintegrated as to be unfit for further use. The owner must secure all required permits for construction purposes and is responsible for returning the public right of way and the street to acceptable District or other governmental entity with jurisdiction standards. The repair or reconstruction of a replacement Service Line shall be accomplished in accordance with the requirements of the District as they exist at the time of required repair or reconstruction.

9.10.2 Prior to repair or alteration of the Service Line, a permit must be obtained. This inspection will assure that specifications, rules and regulations applying to the Wastewater System are met. The District is not liable for any deficiency in the repair or alteration of such premises and is not liable for such deficiency or defect and any resulting damage or from responsibility to correct such deficiency or defect.

9.11 Existing Lines; Conditions for Use. Existing Service Lines may be used in connection with new buildings only when they are found, upon examination by the District, to meet all requirements of these Rules and Regulations and to be compatible with the proposed use.

9.12 Discontinuation of Wastewater Service. Except as otherwise provided herein, once wastewater service is commenced to any Customer, such service may be discontinued subject to the payment of a service charge or disconnection fee. Sewer service fees will be assessed until inspection of the disconnection is approved by the District's Engineer. Reactivation of service will be treated as a new application for service under these Rules and Regulations.

9.13 Disconnection. In the event that a User desires to disconnect his premises from the Wastewater System, he is not required to remove that portion of the Service Line between the Collection Line and the property line of the premises, but at the User's expense the Service Line must be capped at said property line and the Service Line must be removed from the property line to the structure. New Service Lines to replace existing Service Lines will not be approved by the District until old Service Lines are dug up and properly capped. Such cap must be sufficiently tight to prevent the escape of Wastewater gas or the infiltration of water.

SECTION 10

PROHIBITIONS AND LIMITATIONS ON WASTEWATER DISCHARGE

10.1 Wastewater Discharge; Treatment Required. It is a violation of these Rules and Regulations, subject to penalty and or prosecution, for any Person to discharge into any natural waterway or any surface drainage within the District, or in any area under the jurisdiction of the District, any wastewater unless suitable treatment of such wastewater has been provided in accordance with the provisions of these Rules and Regulations and the requirements of each local, states and federal agency having jurisdiction. This prohibition is in addition to any requirements, prohibitions or penalties provided for by the Act. The District will not be responsible for enforcement, clean-up or remediation of any such discharge by Persons not authorized to do so by the District. By setting the standards in this Section 10, the District does not insure or otherwise assume responsibility for detection, remediation, clean-up or any other costs or penalties associated with a User's discharge in violation of the Act or any other applicable law, regulation or standard.

10.2 Wastewater Discharge; Prohibitions. It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any Person to discharge or deposit or cause or allow to be discharged or deposited into the Wastewater Treatment System any wastewater which contains the following:

10.2.1 Storm Water Drainage from ground, surface, roof headers, catch basins, unroofed area drains (e.g. commercial car washing facilities) or any other source. Also, specifically prohibited is water from underground drains, sump pump discharges, natural springs and seeps, water accumulated in excavation or grading or any other water associated with construction.

10.2.2 Inert Suspended Solids or other inert particulate matter such as but not limited to, fullers earth, lime slurries and paint residues, resulting in Wastewater with a settleable solids concentration greater than twenty (20) milliliters per liter.

10.2.3 Unusual Concentrations of Dissolved Solids such as but not limited to chloride greater than five thousand (5000) milligrams per liter (mg/l) and sulfate greater than five hundred (500) mg/l. The General Manager may reject other unusually high concentrations upon determination that they are Incompatible Pollutants. The District in the future may also adopt a TDS (Total Dissolved Solids) limit.

10.2.4 Oil and Grease of the following concentrations, sources of nature:

10.2.4.1 Wastewater containing total grease and oil in excess of one hundred (100) mg/l concentration as measured by Soxhlet extraction set forth in the most recent edition of Standard Methods for the Examination of Water and Wastewater or U.S. EPA Manual of Methods for Chemical Analysis of Water and Wastes.

10.2.4.2 Wastewater containing more than twenty (20) mg/l total petroleum measured as hydrocarbons (TPH) by Soxhlet extraction, or other approved method set out in Standard Methods for the Examination Water and Wastewater. Evidence of oil or grease in Wastewater may be based upon instantaneous or Grab Samples.

10.2.5 Explosive Mixtures consisting of liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Wastewater Treatment System or to the operation of the system. At no time will two (2) successive readings on an explosion hazard meter at the point of discharge into the Wastewater system be more than five per cent (5%), nor may any single reading be over ten per cent (10%) of the lower explosive limit (L.E.L.) of the meter. Prohibited materials include, but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.

10.2.6 Noxious Material consisting of noxious or malodorous solids, liquids or gases, which, either singly or by interaction with other wastes, are capable of creating a public nuisance or hazard to life, or are or may be sufficient to prevent entry into any portion of the Wastewater system for its maintenance and repair.

10.2.7 Improperly Shredded Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the Wastewater system, with no particle greater than one-half inch (1/2") in any dimension.

10.2.8 Radioactive Wastes or Isotopes of such a half-life or concentration that they do not meet regulations set forth by the Colorado Department of Public Health and Environment, State of Colorado, in the latest edition of Rules and Regulations Pertaining to Radiological Control.

10.2.9 Solid or Viscous Wastes which will or may cause obstruction to the flow in a Collection Line or otherwise interfere with the proper operation of the Wastewater Treatment System. Prohibited materials include, but are not limited to: grease, uncomminuted garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing fuel or lubrication oil and similar substances.

10.2.10 Toxic Substances in amounts exceeding standards promulgated by the Administrator of the United States Environmental Protection Agency pursuant to section 307(a) of the Act, and chemical elements or compounds, phenols or other taste or odor-producing substances, or any other substances which are not susceptible to treatment or which may interfere with the biological processes or efficiency of the treatment system or which will be transmitted through the system to Receiving Water.

10.2.11 Substances which are not amenable to treatment or prescribed reduction by the treatment process employed by the District, or are amenable to such a limited degree of reduction that a discharge of such wastewater would result in effluent discharge from the treatment works that does not meet requirements of State, Federal and other agencies having jurisdiction over discharge or application to Receiving Waters and/or lands.

10.2.12 Wastes with color not removable by the treatment process.

10.2.13 Corrosive Wastes which will cause corrosion or other deterioration of the Wastewater Treatment System. All Wastewater discharged into the Wastewater system must have an instantaneous pH value in the range of five and one-half (5.5) to ten (10) standard units inclusive and must have temperature not exceeding one hundred fifty degrees (150o) Fahrenheit.

10.3 Wastewater Discharge; Limitations:

10.3.1 It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any Person to discharge or deposit or cause or allow to be discharged or deposited, any waste or Wastewater which fails to comply with the limitations imposed by this section.

10.3.2 No discharger into the Wastewater Treatment System may augment his use of process water or otherwise dilute his discharge as a partial or complete substitute for adequate treatment to achieve compliance with these standards.

10.3.3 Any discharge into the Wastewater Treatment System shall comply with the General Prohibitions and Specific Prohibitions of 40 CFR 403.5.

10.3.4 Effluent limitations and pretreatment standards promulgated pursuant to the Act apply in any instance where they are more stringent than those in this Section. Subsequent limitations apply as promulgated in accordance with the Act. The District will endeavor to give reasonable notice of the applicability of such standards and limitations to Users potentially affected thereby.

10.3.5 It is a violation of these Rules and Regulations to knowingly and deliberately discharge any expired or non-expired drugs, medicines, prescriptions, or other pharmaceutical products into the Wastewater Treatment System. This includes all medications for animals and veterinary prescriptions, herbal and other supplements, illicit and/or illegal drugs and narcotics, methamphetamines, and all drug paraphernalia. Discharge of any substance that may cause interference or pass through the Wastewater Treatment System is prohibited.

10.4 Point of Discharge; Limitations:

10.4.1 It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any Person to discharge any substance directly into a manhole or other opening in the Wastewater Treatment System other than through an approved Service Line.

10.4.2 Liquid wastes from septic tanks, chemical toilets, and trailers, campers or other recreational vehicles which have been collected and/or held in tanks or other containers may not be discharged into the Wastewater system except at locations and under conditions authorized by the General Manager.

10.4.3 It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any Person to discharge Cooling Water or process waters to a storm sewer or natural outlet.

10.4.4 Swimming Pools (Indoors and Outdoors): All non-residential swimming pools must discharge directly into a Wastewater Service Line. Swimming pools must be discharged at a rate that does not exceed 100 gallons per minute or at a rate that does not cause the downstream system, or any appurtenance, to surcharge, whichever is less and as specified by the General Manager. A swimming pool may not discharge through a Grease Interceptor. A detailed drawing of the proposed outlet/drainage design and controls must be shown on the Approved Wastewater Construction Plan as well as the location of the connection to the Wastewater Main or Wastewater Service Line.

10.4.5 Swimming Pools (Indoors and Outdoors) on residential properties will not be allowed to discharge or drain to the wastewater system.

10.5 Disposal; Limitations:

10.5.1 It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any Person to dispose of wastes by discharge to the Wastewater System where such wastes have been collected and/or held in a tank or other container and where such wastes fail to comply with any limitation set out in this Section 12.

10.5.2 The District will endeavor to identify and compile a record of those sources which produce or may produce wastes which are or may be in violation of the limitations imposed by this Section and any such record will be available to any Person during normal business hours. However, the limitations imposed by this Section apply without regard to the existence, substance or availability of any such record.

SECTION 11
CONTROL OF PROHIBITED WASTES

11.1 Regulatory Actions; Specific Powers of General Manager. If wastewater containing any substance prohibited or exceeding the limitations described in Section 10 discharged or proposed to be discharged into the Wastewater System or to any wastewater system tributary thereto, the General Manager may take any action necessary to:

11.1.2 Prohibit the discharge of such wastewater.

11.1.3 Require a discharger to demonstrate that modifications in the manner to which non-domestic wastes are managed, handled and treated will reduce or eliminate the discharge of such substances in conformity with the District's Rules and Regulations.

11.1.4 Require treatment, including storage facilities for flow equalization necessary to reduce or eliminate the objectionable characteristics or substance so that the discharge will not violate the District's Rules and Regulations.

11.1.5 Require the Person making, causing or allowing the discharge to pay any additional cost or expense incurred by the District for handling and treating excess or unacceptable loads imposed on the Wastewater Treatment System; or

11.1.6 Take such other or further remedial action as may be deemed to be desirable or necessary to achieve the purposes of the District's Rules and Regulations.

11.2 Regulatory Actions; General Powers of General Manager. Any actual or threatened discharge of wastewater containing substances limited or prohibited by these Rules and Regulations into the Wastewater Treatment System which, by the determination of the General Manager, presents an imminent or substantial endangerment to the health or welfare of Persons or to the environment or which causes interference with the normal operation of the Wastewater Treatment System, may be immediately halted or eliminated by the General Manager. The General Manager may halt or eliminate such discharges by means of any procedure or measure authorized by the District's Rules and Regulations and other applicable law for enforcement of discharge limitations and prohibitions, or by means of physical disconnection from the Wastewater Treatment System or other discontinuance of Wastewater treatment service. Such discharges may be halted or eliminated without regard to the compliance of the discharge with other provisions of the District's Rules and Regulations.

11.3 Pretreatment Facilities; Submission of Plans. Where pretreatment or equalization of wastewater flows prior to discharge into any part of the Wastewater Treatment System is required, plans, specifications and other pertinent data or information relating to such pretreatment or flow-control facilities must first be submitted to the General Manager for review and approval. Such approval does not exempt the discharge from such facilities from compliance with any applicable code, ordinance, rule, regulation or order of any authority having jurisdiction. Such approval will not be construed as or act as a guaranty or assurance that any discharge is or will be in compliance with any applicable code, ordinance, rule, regulation or order of any authority having jurisdiction. Any subsequent alterations or additions to such

pretreatment or flow-control facilities will not be made without due notice to and prior approval of the General Manager.

11.4 Pretreatment Facilities; Operations. If pretreatment or control of wastewater waste flow is required, such facilities must be maintained in good working order and operated as efficiently as possible by the owner or operator at his own cost and expense, subject to the requirements of these Rules and Regulations and all other applicable codes, ordinances, laws, rules and regulations.

11.5 Admission to Property. Whenever necessary for the purposes of these Rules and Regulations, the General Manager, upon the presentation of credentials, may enter upon any property or premises at reasonable times, including at any time during the operating day of the User for the purposes of:

11.5.1 Copying any records required to be kept under the provisions of the District's Rules and Regulations;

11.5.2 Inspecting any monitoring equipment or method; and/or sampling any discharge of wastewater into the Wastewater Treatment System. The occupant of such property or premises will render all proper assistance in such activities.

11.6 Accidental Discharge; Protection from. Each non-residential User must provide adequate protection as approved by the General Manager from accidental discharge of prohibited materials or other wastes regulated by these Rules and Regulations. Facilities and procedures to prevent accidental discharge of prohibited materials must be provided and maintained at the owner or operator's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection must be submitted to the General Manager for review, and must be approved by him before installation of the accidental discharge protection. Review and approval of such plans and operating procedures do not relieve the nonresidential User from the responsibility to modify its facility as necessary to meet the requirements of the District's Rules and Regulations as amended from time to time.

11.7 Accidental Discharge; Report Required. If a facility has an accidental Slug Discharge, the owner or User of the facility responsible for such discharge must immediately notify the General Manager so that corrective action may be taken to protect the Wastewater Treatment System. In addition, a written report addressed to the General Manager detailing the date, time and cause of the accidental discharge, the quantity and characteristics of the discharge and corrective action taken to prevent future discharges, must be filed by the responsible Person within twenty-four (24) hours of the occurrence of the noncomplying discharge.

11.8 Accidental Discharge; Failure to Report. It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any Person to fail to report any accidental discharge which violates the prohibitions and limitations of these Rules and Regulations.

SECTION 12

INDUSTRIAL WASTEWATER MONITORING AND REPORTING

12.1 Discharge Reports.

12.1.1 Subject to the determination of the General Manager any nonresidential user aqn every Industrial User must file an annual discharge report as may be specified by the General Manaager. Unless otherwise required by the General Manager, discharge reports must be filed not later than January 31. The General Manager may require any nonresidential user discharging or proposing to discharge into the Wastewater Treatment System to file such periodic reports or other reports to continuously demonstrate to the District the nature of the discharge in a manner by which the District can effectively evaluate the impact on the Wastewater System.

12.1.2 The discharge report must indicate the current status of the User and include, but, in the discretion of the General Manager, is not limited to, nature or process, volume, rates of flow, mass emission rate, production quantities, hours of operation, concentrations of controlled substances, other chemical, biological or physical analyses or screenings or other information which relates to the generation of waste. Such reports may also include the chemical constituents and quantity of liquid materials stored on site even though they are normally discharged or incorporated into products removed from the site of the User's facility connected to the Wastewater System. In addition to discharge reports, the Manager may require information in the form of self-monitoring reports of which the format, frequency and contents will be specified by the General Manager.

12.1.3 Every nonresidential and Industrial User must file an amended discharge report two (2) weeks prior to any planned significant change in operations, wastewater constituents or wastewater characteristics. If such change occurs unknowingly or is unplanned, an amended discharge report must be filed within five (5) days after such change becomes known. A significant change means a change which will be in effect for a period of thirty (30) days or more and includes but is not limited to:

12.1.3.1 Change in number of shifts, any additional processing operation, any new regulated substances used which may be discharged.

12.1.3.2 A twenty-five percent (25%) increase or decrease in the wastewater flow or production volume.

12.1.3.3 Any other change which may alter the average normal wastewater characteristics by a factor of 1.5 or more.

12.2 Records and Monitoring.

12.2.1 All nonresidential and Industrial Users who discharge or propose to discharge non-domestic wastewaters to the Wastewater Treatment System must provide the information requested by the General Manager on a wastewater discharge questionnaire, which questionnaire will be established and revised by the General Manager from time to time as the General Manager deems necessary.

12.2.2 All nonresidential and Industrial Users who discharge or propose to discharge non-domestic wastewaters to the Wastewater Treatment System must maintain such

records of production and related factors, effluent flows and amounts or concentrations of controlled substances as are necessary to demonstrate compliance with the requirements of these Rules and Regulations and any applicable State or Federal pretreatment standards or requirements. Such records must be made available upon request of the General Manager.

12.2.3 Should the General Manager deem it necessary to fulfill the purposes of these Rules and Regulations, the owner or operator of any premises or facility discharging non-domestic Wastewater into the Wastewater System must install at his own expense suitable monitoring equipment which isolates appropriate wastewater discharges into the Wastewater System and facilitates accurate observation, sampling and measurement of appropriate discharges. Owner or operator must maintain such equipment in proper working order and assure such equipment is kept safe and accessible to the District at all times. Acceptance of service by a User is a waiver of any requirements for the District to enter the premises being served at any time for administrative inspection and/or sampling. Failure of the User to allow the District to enter the premises being served for such purposes may result in immediate disconnection from the Wastewater System by whatever means deemed appropriate by the General Manager.

12.2.4 Where practical, the monitoring equipment will be located and maintained on the nonresidential or Industrial User's premises outside of the building. When such a location would be impractical or cause undue hardship to the User, the General Manager may allow such facility to be constructed in the public street or easement area, with the approval of the agency having jurisdiction over such street or easement, and located so that it will not be obstructed by public utilities, landscaping, or parked vehicles.

12.2.5 When more than one User is able to discharge into a common Service Line, the General Manager may require installation of separate monitoring equipment for each User. When there is a significant difference in wastewater constituents and characteristics produced by different operations of a single User, the General Manager may require that separate monitoring facilities be installed for each separate discharge.

12.2.6 Whether constructed on public or private property, the monitoring facilities must be constructed in accordance with the General Manager's requirements and all applicable construction standards and specifications.

12.3 Inspection, Sampling and Analysis.

12.3.1 Compliance determinations may be made on the basis of either instantaneous "Grab" Samples or Composite Samples of Wastewater. Such samples must be taken at a point or points which the General Manager determines to be suitable for obtaining a representative sample of the discharge. Composite Samples may be taken over a twenty-four (24) hour period, or over a longer or shorter time span, as determined by the General Manager to meet specific circumstances.

12.3.2 Laboratory analysis of non-domestic and industrial Wastewater samples must be performed in accordance with the current edition of Standard Methods for Chemical Analysis of Water and Wastewater published by the U.S. Environmental Protection Agency or

the Annual Book of Standards, Part 23, Water, Atmospheric Analysis, published by the American Society for Testing and Materials. Analysis of those pollutants not covered by these publications must be performed in accordance with procedures approved by the General Manager. The test results of laboratory analysis performed in accordance with this Section will be presumed to be correct unless shown otherwise by competent evidence.

12.3.3 Sampling of non-domestic and industrial Wastewater for the purpose of determining compliance will be performed at such intervals as the General Manager may designate. However, it is the goal of this Section that the General Manager conducts sampling or causes such sampling to be conducted for all nonresidential and Industrial Users discharging non-domestic wastewater at least four (4) times per year.

SECTION 13 **INDUSTRIAL DISCHARGE PERMIT SYSTEM**

13.1 Wastewater Discharge Permits Required. All nonresidential and Industrial Users proposing to connect to or discharge into any part of the Wastewater Treatment System may be required to obtain a discharge permit therefor at the sole discretion of the General Manager. Categorical Industrial Users and Significant Industrial Users as defined by 40 CFR Part 403 shall be required to apply for and be issued an Industrial Waste Discharge Permit by the District. All existing nonresidential and Industrial Users connected to or discharging non-domestic wastewater into any part of the Wastewater System must obtain a wastewater discharge permit within ninety (90) days from and after the effective date of these Rules and Regulations. A separate permit is required for each facility on a separate platted lot with a separate service connection.

13.2 Discharge Permit; Application for:

13.2.1 Nonresidential and Industrial Users seeking a wastewater discharge permit must complete and file with the General Manager an application on the form prescribed by the General Manager. In support of this application, the User are required to submit the following information:

13.2.1.1 Name, address and User classification number (SIC or NAICS) of the applicant.

13.2.1.2 Average daily discharge rate and volume of Wastewater discharge.

13.2.1.3 Wastewater constituents and characteristics, including but not limited to those set forth in Section 11 as determined by an analytical laboratory approved by the General Manager.

13.2.1.4 Time and duration of discharge.

13.2.1.5 Average and thirty (30) minute peak wastewater flow rates and volumes, including daily, monthly and seasonal variations if any.

13.2.1.6 Site plans, floor plans, mechanical and plumbing plans and details to show all Service Lines and appurtenances by size, location and elevation.

13.2.1.7 Description of activities, facilities and plant processes on the premises, including all materials and types of materials which are, or could be, discharged into the Wastewater System.

13.2.1.8 Each product produced by type, amount and rate of production.

13.2.1.9 Number and type of Employees, and hours of work, and

13.2.1.10 Any other information deemed by the General Manager to be necessary to evaluate the permit application.

13.2.2 There is hereby established a wastewater discharge permit application as established by the periodic Rates Resolution of the District for each permit application. Such charge will be payable by the applicant at the time the application is submitted.

13.2.3 The General Manager will evaluate the data furnished by the Industrial User and may require additional information. After evaluation and acceptance of the data furnished, the General Manager may issue a wastewater discharge permit subject to the terms and conditions provided herein.

13.3 Discharge Permit; Issuance of:

13.3.1 The General Manager may issue a wastewater discharge permit to the applicant if the General Manager finds that all of the following conditions are met:

13.3.1.1 The proposed discharge of the applicant is in compliance with the prohibitions and limitations of Section 11.

13.3.1.2 The proposed discharge of the applicant would permit the normal and efficient operation of the Wastewater Treatment System and;

13.3.1.3 The proposed discharge of the applicant would not result in a violation of the terms and conditions of its NPDES and CDPS Permit or any local, state or federal requirements.

13.3.2 If the General Manager finds that the condition set out in subsection 13.3.1.1 of this Section is not met, the General Manager may issue a wastewater discharge permit to the applicant if the conditions set out in subsections 13.3.1.2 and 13.3.1.3 of this Section are met and if the applicant submits, and the General Manager approves, a schedule setting out the measures to be taken by the applicant and the dates that such measures will be implemented to insure compliance with the provisions of these Rules and Regulations. No discharge may occur in violation of the General and Specific prohibitions of 40 CFR Part 403.5 at any time.

13.4 Discharge Permit; Denial of; Hearing:

13.4.1 In the event an application for a wastewater discharge permit is denied, the General Manager will notify the applicant in writing of such denial. Such notification will state the grounds for such denial with that degree of specificity which will inform the applicant of the measures or actions which must be taken by the applicant prior to issuance of a permit.

13.4.2 Upon receipt of notification of denial of a permit application, the applicant may request and will be granted a hearing. At such hearing the applicant will have the burden of establishing that the conditions set out in Section 13.3 have been met and that a permit should be issued.

13.4.3 The District may conduct the hearing and take the evidence or may designate a representative to:

13.4.3.1 Issue in the name of the District notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings.

13.4.3.2 Take the evidence.

13.4.3.3 Transmit a report of the evidence and hearing to the District, together with recommendations for action thereon.

13.4.4 Testimony taken at any public hearing will be under oath and recorded. The recording will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

13.4.5 Upon review of the evidence by the Board, the Board will make written findings of fact. Thereupon the Board may issue an order directing the General Manager to issue a wastewater discharge permit, or direct that such a permit will not be issued, or give such other or further orders and directives as are necessary and appropriate.

13.4.6 Any party to the hearing aggrieved or adversely affected by an order of the Board may appeal such order to the District Court in and for the County of El Paso, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

13.5 Discharge Permit; Conditions. Wastewater discharge permits will be expressly subject to all provisions of these Rules and Regulations and all other regulations, User charges and fees as established by the District from time to time. The conditions of Wastewater discharge permits will be uniformly enforced in accordance with these Rules and Regulations and applicable State and Federal regulations. Permit conditions may include the following:

13.5.1 The unit charge or schedule of User charges and fees for the Wastewater to be discharged to the system.

13.5.2 Reporting requirements to indicate chemicals purchased, used, disposed, and method of disposal, including a description of and limitations placed upon the discharge point.

13.5.3 Limits on rate, time and characteristics, including average and maximum Wastewater constituents and characteristics, of discharge or requirements for flow regulations and equalization.

13.5.4 Requirements for installation of inspection and sampling facilities and specifications for monitoring programs.

13.5.5 Requirements for maintaining and submitting technical reports and plant records relating to Wastewater discharges, and quantities or general characteristics of Wastewater tank contents.

13.5.6 Daily average and daily maximum discharge rates or other appropriate conditions, when substances subject to limitation and prohibition are proposed or present in the User's Wastewater discharge.

13.5.7 Compliance schedules.

13.5.8 Other conditions to ensure compliance with these Rules and Regulations.

13.5.9 Upon request by the General Manager, all records kept pursuant to this Section will be submitted to the General Manager for review within 10 days of such request.

13.6 Discharge Permit; Duration. Permits will be issued for a specified time period, not to exceed three (3) years. A permit may be issued for a period of less than one year, or may be stated to expire on a specific date. If the User is not notified by the General Manager thirty (30) days prior to the expiration of the permit, the permit may be extended for one year only. The terms and conditions of the permit may be subject to modification and change by the General Manager during the life of the permit, as limitations or requirements as identified in Sections 11, 12 and 13 are modified and changed. The User will be informed of any proposed changes in his permit at least sixty (60) days prior to the effective date of change or to the application of change(s) to the User. Any such change or new condition in the permit will include a reasonable time schedule for compliance.

13.7 Discharge Permit; Transfer. Wastewater permits are issued to a specific User for a specific operation. A wastewater discharge permit cannot be reassigned or transferred or sold to a new owner, new User, different premises or a new or changed operation.

13.8 Discharge Permit; Revocation. Any violation of the conditions of a permit or of these Wastewater provisions or of applicable State and Federal regulations may be reason for revocation of such permit. Grounds for revocation of a permit include, but are not limited to the following:

13.8.1 Failure of the User to report significant changes in operations or wastewater constituents and characteristics.

13.8.2 Failure of a User to accurately report the wastewater constituents and characteristics of his discharge.

13.8.3 Refusal of reasonable access to the User's premises for the purpose of inspection or monitoring or;

13.8.4 Violation of conditions of the permit.

SECTION 14 **ENFORCEMENT**

14.1 Notification of Violation. Whenever the General Manager finds that any Person has violated or is violating the provisions of Sections 9 through 14 herein, or any prohibition, limitation or requirement contained therein, he may serve upon such Person a written notice stating the nature of the violation and providing a reasonable time, not to exceed thirty (30) days, for the satisfactory correction thereof. A meeting with the General Manager may be scheduled at the request of the violating Person or General Manager to discuss the violation and/or satisfactory correction schedule. Such meeting will not serve as an extension of the thirty day time limit for correction of a violation.

14.2 Show-Cause Hearing:

14.2.1 Upon a finding by the General Manager that a Person has caused or permitted an unauthorized discharge or that any such unauthorized discharge has been corrected by timely compliance with a correction schedule, whether with or without a meeting with the General Manager, the General Manager may order any Person who causes or allows such unauthorized discharge to show cause to the District why service should not be terminated. A notice will be served on the offending party, specifying the time and place of a hearing to be held regarding the violation, and directing the offending party to show cause why an order should not be made directing the termination of service. The notice of the hearing will be served personally or by certified mail at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.

14.2.2 The District may conduct the hearing and take the evidence, or may designate a representative to:

14.2.2.1 Issue in the name of the District notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearings.

14.2.2.2 Take the evidence.

14.2.2.3 Transmit a report of the evidence and hearing to the District, together with recommendations for action thereon.

14.2.3 At any public hearing, testimony taken before the hearing authority or any Person designated by it, will be under oath and recorded. The recording will be made available

to any member of the public or any party to the hearing upon payment of the usual charges therefor.

14.2.4 Upon review of the evidence by the District, the District will make written findings of fact. Thereupon the District may:

14.2.4.1 Issue an order stating that no unauthorized discharge has occurred and directing that service will not be terminated therefor.

14.2.4.2 Issue an order stating that an unauthorized discharge has occurred and directing that following a specified time period, the Wastewater Treatment Service of the offending party be discontinued unless:

14.2.4.2.1 Adequate treatment facilities, devices or other appurtenances have been installed, or

14.2.4.2.2 Existing treatment facilities, devices or other appurtenances are properly operated, upgraded, or maintained, or

14.2.4.2.3 Issue such other or further orders and directives as are necessary and appropriate.

14.2.5 Any party to the hearing aggrieved or adversely affected by an order of the District may appeal such order to the District Court in and for the County of El Paso, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

14.3 Disclosure; Availability to Public. Except as otherwise provided in Section 14.4, all records, reports, data or other information supplied by any Person as a result of any disclosure required by this Section will be available for public inspection.

14.4 Trade Secrets; Confidentiality of:

14.4.1 The provisions of Section 14.3 are not to be applicable to any information designated as a trade secret by the Person supplying such information. Material designated as a trade secret may include but is not limited to processes, operations, style of work or apparatus or confidential commercial or statistical data.

14.4.2 Information designated as a trade secret pursuant to Section 14.4.1 remains confidential and is not subject to public inspection. Such information is available only to officers, Employees or authorized representatives of the District charged with enforcing the provisions of this Section.

14.4.3 It is a violation of these Rules and Regulations, subject to penalty and/or prosecution, for any officer, Employee or authorized representative of the District to divulge in any manner or to any extent not authorized by judicial order or other provision of law information supplied pursuant to any requirement of this Section, when such information has been designated as a trade secret pursuant to Section 14.4.1. In addition to any other penalties

that may be imposed, any officer, Employee or authorized representative of the District who violates the provisions of this is subject to discharge from the employ of the District.

EXHIBIT A
DONALA WATER & SANITATION DISTRICT-TERMS OF SERVICE

1. **Residential and Commercial Water and Sewer Service Fees, Charges and Penalties for 2023:** For a list of our current residential and commercial rates as well as administrative and other fees, please reference the 2023 Rates Resolution on our website at www.donalawater.org

2. **Billing Procedures** - Billing will be monthly and includes set minimum service fees and consumption-based charges. Water meters are read approximately two business days prior to the billing date. If a water meter fails to register or does not communicate the read, the customer will be charged an estimated amount of consumption based on historical usage for that property. The meter must be repaired or replaced before the next reading cycle. Bills are typically produced and sent out the first week of each month. Bills will be sent to the homeowner or property management company each month, regardless of who occupies the residence. As a courtesy, any tenant residing on the property will be sent a copy of the bill as well. Ultimately, regardless of whose name the service is in, it is the responsibility of the homeowner to ensure the bill is paid on time. If you receive paper bills, you run the risk of the bill being lost or delivered late. We are unable to control the delivery of the bill once it has been handed over to the post office. If you find your bill is not arriving with ample time for you to make the payment by the due date, you may consider utilizing our e-bill option. Billing preferences can be updated through our online portal or by contacting the office. If you do not receive your bill, please call our office.

3. **Payment Procedures** - Full payment is due on the 24th of each month. It is the responsibility of each homeowner to ensure the bill is paid by this date. Balances will be considered late five calendar days after the due date. Customers can request that a late penalty be waived, however customers are limited to one courtesy penalty waiver in any five (5) year period. If account balances are not paid in full within sixty (60) days, a certified cutoff letter will be mailed to the tenant and/or homeowner/property management company and an additional charge for the cutoff letter will be applied to the account. If the full balance is not paid by the date and time stated in the letter, water services will be cut off and an additional fee will be assessed upon water reconnection. Additionally, a lien may be filed against the property and will accrue interest at a rate of 1% per month and will be subject to a lien removal fee. The balance owed to the District, to include any and all fees and charges, must be paid in full before the lien will be released.

4. **Payment Options** - We provide several options for paying your bill. Payments may be mailed or dropped off at our main office (see below for address). District staff are not authorized to receive payments in-person at any other location. Payments may also be placed in one of our two postage-free drop boxes located within the district. They are black metal boxes with a slot and marked with our name. One is located at the entrance to the parking lot of our Holbein office and the second is located outside of King Soopers on Baptist Road near the U.S. mailbox. You may also utilize our online payment portal to

pay via credit card or e-check. Finally, we can accept credit cards or e-check payments over the phone. Any payments being mailed should be sent to:

Donala Water & Sanitation District
15850 Holbein Drive
Colorado Springs, CO 80921

5. **Watering Restrictions** - As with all areas of Colorado, our water rates are relatively higher than parts of the country where water is plentiful; but we keep them as low as possible. Remember that you control the amount of water you use and therefore, the size of the water bill. Large lawns can mean large water bills in the summer. We have established watering restrictions which regulate irrigation throughout the district. For further information regarding irrigation standards and other valuable information, please visit www.donalawater.org
6. **Automatic Payments** - We invite you to take advantage of our automatic payment withdrawal program. You can sign up through our online portal on our website, www.donalawater.org. This should help to eliminate late payments or disconnect notices. You will continue to receive a statement with monthly charges.
7. **Returned Payments** - A Returned Payment Fee may be assessed for any returned payments, to include checks and ACH payments, regardless of the reason for return.
8. **Delinquent Payment Collection** - The District reserves the right to use any and all available means to collect any delinquent amounts owed to the District. This may include, but is not limited to, certifying and delinquent amounts to the county treasurer and collecting said amounts as taxes, pursuant to C.R.S. 32-1-1101(1)(e). All such amounts shall be considered as a charge of the District and shall constitute a perpetual lien on and against the property served. The District reserves the right to file a lien against any property with outstanding charges.
9. **Cutoff (Non-Payment)** - The District reserves the right to cutoff water services due to non-payment. When a customer's water is turned off due to non-payment, the balance owed to the District must be paid in full, including any and all fees, charges and penalties assessed at the time of cutoff, before water services are turned back on. A fee to restore water service will be assessed to the account upon reconnection which will be charged to the account during the billing cycle in which service is restored and will be due on or before that statement's due date. Additionally, if District staff is forced to dig up the service stop box valve in order to terminate the service, and this process takes 30 minutes or longer, a service charge will be assessed to the customer's account.
10. **Reconnection of Service** – Requests to restore water service due to non-payment will only be accommodated between the hours of 8am – 4pm Monday through Friday. A person with access to the interior of the home must be present while service is being reconnected. Requests made after these hours will be addressed the next business day. Under no circumstances will water be restored on a weekend or holiday if it is due to

non-payment. If the payment method used to pay a cutoff balance is returned for any reason, water services will be terminated once again and payment for the full balance will only be accepted via certified funds (credit card, money order, Cashier's check, etc.). An additional fee may be assessed upon reconnection.

11. **Payment Responsibility** - The ultimate responsibility for the payment of water and sewer service bills and any fees, charges or penalties described herein resides with the owner of the property. Failure to pay by any other occupant (such as a tenant) does **NOT** relieve the property owner of responsibility. As described in previous paragraphs, water service may be terminated and a lien may be placed on the property until all fees, charges and penalties are paid. If you plan on renting your property, we encourage you to keep a large enough deposit to pay a final water/sewer bill. The District will send out a bill for any final charges. This bill will be due on the 24th of the month following the final date of service. If the occupant is pending cutoff the date provided on the cutoff letter will override the regular due date of the 24th. Although we will send a final bill to all necessary parties, **the ultimate responsibility for any outstanding balance owed lies with the property owner.** If the occupant balance is not paid when due, the balance will be transferred to the homeowner. The balance will be due in accordance with the District's payment procedures or cutoff for non-payment will commence. Any agreements between the homeowner and/or property management company and the occupant, whether or not the District is made aware of the arrangement, does not in any way change or affect the way we enforce our policies.

12. **Water Leak Adjustment Program** - All water leaks on a customer's property are the responsibility of the owner of the property. We do understand that unexpectedly high bills can occur due to a leak, therefore, the District offers a Water Leak Adjustment Program which is intended to provide financial relief to customers who experience extremely high water usage as the result of a leak. Within the context of the program, a water leak shall be defined as "an unintentional water loss caused by broken or damaged plumbing fixtures, pipes or irrigation equipment at a customer's residence or non-residential site that results in a customer's bill(s) being higher than the customer's typical bill for water services based on historical data". Water leak adjustment applications and all required documentation must be submitted to the District within 30 days of the due date listed on the bill for the period in which the leak occurred. Requests are limited to two per service address in any thirty-six (36) month period and each request may span a maximum of two billing periods. The total usage for each individual billing period (not combined billing periods) must exceed 10,000 gallons in order to be eligible for this program.
 - a. Upon application for a water leak adjustment, the customer must complete the Leak Adjustment Request Form located on our website and submit the application along with documentation that the leak has been repaired, such as an invoice, receipt for parts or repairs or a signed affirmation from the customer. District staff will then utilize meter reading equipment to determine if the leak has stopped. Adjustments will not be provided if District staff believe a leak is still occurring. The District, at its sole discretion, shall have the right to deny an

application for a water leak adjustment or reduce the adjusted quantity of water that passed through the meter if it is suspected that the leak or its magnitude to be the result of negligence or malicious acts by the customer. If approved, the District will bill the total usage at the then Tier One Rate.

- b. Occupants are eligible to request a water leak adjustment. However, we do require the property owner (no exception) to sign the Leak Adjustment Request Form. If the property owner does not sign the form for whatever reason, we will not be able to provide any type of credit or adjustment for the bill. The balance will still be required to be paid within the timeframes outlined in the Terms of Service and cutoff and lien proceedings will occur if the balance is not paid.
 - c. Office staff are authorized to make payment agreements with customers who have completed a leak adjustment and still need assistance paying a large bill. A payment must be made at the inception of the agreement which will count as the customer's first payment of the agreement. The Agreement must be signed and returned to office staff by the date and time specified by staff in order to make the agreement valid and active. Payment agreements must be signed by the homeowner and occupant (if applicable). If a customer defaults on their payment agreement, water services will be terminated until the entire balance is paid in full and an additional fee will be assessed upon reconnection. Payment agreements may not exceed 90 days. No exceptions will be made to this policy.
13. **Cutoff (Other)** - Water service to any property or water user may be suspended or revoked by the District without obligation to repay any fees, charges or penalties which may have given for such service for any of the following reasons:
- a. Failure to pay proper charges when due
 - b. Use of water for purposes not authorized by the District
 - c. Maintaining unauthorized cross connections or allowing any unsafe or unsanitary conditions to exist, including but not limited to those described herein
 - d. Failure to comply with any of the design criteria and specifications of the District
 - e. Failure to comply with the District's Sewer Use Regulations
 - f. Failure to provide access to District personnel for inspection or routine maintenance purposes
 - g. Proof of tampering
 - h. General failure to comply with the District's Rules and Regulations and Terms of Services Policy
14. **Residential or Commercial Access** – The District shall have the right to access any property served by the District for the purpose of maintenance or to investigate suspected problems. Non-emergency procedures will be to set up an appointment via telephone or email. Every reasonable attempt will be made to contact the customer to make an appointment, including telephone calls, emails and/or door tags on the front door. If after multiple attempts to contact the customer, it is obvious to the General Manager that the customer is denying access, water service termination procedures may be initiated. If

after adequate warning the water service is terminated, a fee will be assessed to the account upon reconnection.

Emergency access may be accomplished if there is an obvious major leak and flood in the home and attempts to turn off the service from outside have failed. If determined that emergency access is required, the El Paso County Sheriff will be contacted. Only with Sheriff personnel authorization will physical break in be attempted. The District will not be responsible for any damage when reasonable precautions are taken.

15. **Availability of Service (AVS)** - Some of the properties in the District are subject to an Availability of Service (AVS) charge. This charge is assessed where water, sewer or both water and sewer lines are installed and ready for connection within 100 feet of any property line of the residential lot or residential lot equivalent being assessed where the water or sewer lines or both of which line or lines the particular lot or lot equivalent to be assessed is not connected, pursuant to sec. 32-1-1006(1)(h), C.R.S. AVS is also charged on all units under construction and not yet occupied.

This charge will never exceed 50% of the average annual water and sewer bill and collections from AVS will only be used to service District debt, to include bonded indebtedness and loan payment requirements. AVS charges on lots that are in District Tax Area B (water only service) will be equal to 50% of the normal AVS charge. Lots that meet the requirements for AVS as of January 1st will be eligible for AVS that year. Bills will be produced and mailed at the beginning of March and will be due no later than April 30 of the same calendar year. If units under construction come online as customers by February 28th, AVS will be waived. Any lots that begin construction after AVS has been billed will pay the AVS charge with their tap fee.

If AVS is not paid by April 30th, a warning letter will be sent to the owner. Property owners will be given an additional 30 days to pay the charge. If the payment is not received within the provided timeframe and the unit is under construction and water service is available, service will be terminated. A lien will be filed for these properties as well as for empty lots where payment has not been made within the provided timeframe. The lien accrues interest monthly at a rate of 1%. Fees to remove the lien as well as reconnect water service (if applicable) will be assessed upon lien removal. Liens may only be removed and/or service reconnected after the removal fee, interest and all back AVS fees have been paid. Any fee assessed for the reconnection of water services will be due on or before the next due date.

16. **Ground Water Discharge to Sewer Penalty** – Penalty charges will be established and assessed against any person, company or corporation who is determined to be discharging ground water to the District sanitary sewer.
17. **Unauthorized Discharge to Sanitary Sewer Penalty** – Discharge or unauthorized materials, to include but not limited to: petroleum products, paint, paint cleaner, toxic, poisonous or explosive substances, is prohibited. Such discharge or any other misuse of the District sanitary sewer facilities may result in fines or special charges as deemed

necessary by the General Manager.

18. **Unauthorized Hydrant Use Penalty** – District owned and maintained fire hydrants are off limits to everyone except fire department and District personnel. Unauthorized use of a fire hydrant will result in a penalty and a charge for the suspected water used. Criminal charges may be considered.
19. **Cross Connection Control Penalty** – Failure of customers to provide adequate cross connection control will result in immediate termination of service. This includes failed tests of backflow devices and any other cross connection issue deemed irregular by the District will result in a penalty and eventual disconnection of service.
20. **Grease Trap / Interceptor Charge** – A customer who fails to comply with grease trap or interceptor cleaning and pumping requirements may be assessed a penalty. The penalty will be doubled the second time it occurs, and water service may be terminated if there is a third occurrence. All applicable fees and charges associated with the reconnection of service will apply.
21. **Unauthorized Irrigation Penalty** – If a customer irrigates during unauthorized times per the District watering restrictions program, the customer may incur warning letters, penalty fees and potential disconnection of water service.
22. **Special Service Fee** - Wherever an installation is required to accommodate a special or unusual situation which is not covered by the schedule of charges established from time to time by the Board, the Board will establish a charge for such an installation. Charges in such situations will be determined considering relevant factors including:
 - 8.9.1 The established charges of the District.
 - 8.9.2 Charges imposed by the District for similar installation, if any.
 - 8.9.3 The cost to the District (including reasonable administration costs) in providing the requested service.
23. **Personal Financial Information** - Due to Colorado Statute 24-72-204 personal financial information of customers can only be provided to a “person of interest”. Water and sewer bill information is classified as personal financial information. Therefore, when you signed up for service you were asked who would be authorized to receive such information as a “person of interest”. If we are lacking specific contact information, we use the name passed to us by the closing company or builder. Occupants should be aware that owners of the property and property managers are always considered authorized persons of interest.

Should you have any questions or problems, do not hesitate to call the District at (719) 488-3603.