

**RULES AND REGULATIONS
SECOND EDITION**

for

**COPPER MOUNTAIN CONSOLIDATED
METROPOLITAN DISTRICT**

November 2001

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ARTICLE 1

GENERAL

- 1-1** **SCOPE:** These Rules and Regulations are promulgated pursuant to the authority granted in Section 32-1-1001(1)(m), C.R.S., as a comprehensive body of regulations governing the operations of the District, and shall supersede and have priority over any and all informal practices or policies of the District, whether in written form or otherwise.
- 1-2** **PURPOSE:** The purposes for which this District was organized are, subject to all rights, powers, rules, regulations and policies of the District:
- 1-2-1** To construct, operate and maintain a domestic water distribution system and to provide a source of potable water within the area of the District as may be economically feasible from dependable and reliable source or sources from time to time;
- 1-2-2** To construct, operate and maintain a sanitary sewer (sewerage) system to collect, transmit, and treat wastewater within and from the area of the District; and
- 1-2-3** To construct, operate and maintain cost-efficient wastewater treatment facilities which consistently meet or exceed federal, state and local regulations, and which consistently provide a high level of water quality in the Ten Mile River Basin and downstream.
- 1-3** **SERVICES AND FACILITIES:** The services and facilities provided by the District consist of water mains and distribution lines and structures, sewer collection and transmission lines and structures, related equipment and fixtures, and appurtenances thereto, together with services necessary to the proper operation and maintenance thereof rendered to the District under contracts with other governmental entities and private consultants and contractors.
- 1-4** **AREA SERVED:** The area served and to be served by the District is the area included within the boundaries of the District as shown on the map thereof currently on file with the Board of County Commissioners of Summit County, Colorado, with the Division of Local Government of the Department of Local Affairs of the State of Colorado. Nothing herein shall be construed to obligate the District to provide service if: a) water is unavailable; b) it would be cost prohibitive to provide the service; c) providing new service would interfere with existing service commitments; or d) providing service would be hazardous or detrimental to the District or its users.
- 1-5** **USAGE, TITLES AND CROSS REFERENCES:** All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law shall be construed and understood according to such particular and appropriate meaning. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the

provisions set forth in the section or subsection set forth under each heading. Cross referencing is done for convenience only; the absence of same does not necessarily mean that no other section applies, and the presence of a cross reference note is not necessarily exhaustive.

- 1-6 AMENDMENTS; REPEAL; ADDITIONS:** These Rules and Regulations are dated per the attached letter of adoption and effective as of that date. Additions and amendments to and repeals and reenactments of any of the provisions of these Rules and Regulations shall be made by Resolutions of the Board taking such action by specific reference to the Article, Part, Section and Paragraph number hereof. Upon the effective date of any such resolution, the District shall prepare new or reprinted pages incorporating herein the changes so enacted, and such new or reprinted pages shall be *prima facie* evidence of such action until such time as these Rules and Regulations, as subsequently amended, are readopted as a new set of Rules and Regulations.
- 1-7 PRIOR OFFENSES; CONTRACTS NOT AFFECTED:** Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person, or any contract or right established or accruing before the effective date of these Rules and Regulations.
- 1-8 SEVERABILITY:** Should any one or more sections or provisions of these Rules and Regulations be judicially determined in-valid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.
- 1-9 DISTRICT SYSTEM:**
- 1-9-1 Ownership.** The District exercises the responsibilities of full ownership of the existing District System and, in the future, shall accept ownership responsibilities for only those additional facilities which have been formally conveyed to and accepted by the District in accordance with Article 6 below.
- 1-9-2 Operation and Maintenance.** The District operates, maintains, repairs and replaces the District System. Such services include, without limitation, inspections of private premises upon such advance notice as is reasonable in the circumstances, in addition to periodic, systematic inspection and maintenance of District facilities.
(Cross reference: 9A-1 SERVICE LINES)
- 1-9-3 Repair Shut-offs.** The District may, without notice and without liability to anyone, suspend service when necessary repairs to the District system require the same.
- 1-10 SERVICE OUTSIDE THE DISTRICT:** The District has no obligation whatever to provide any service outside of its legal boundaries, except as provided in any agreement entered into prior to the adoption of this provision. The Board may permit connection to the District System by persons or entities located outside the District's legal boundaries, or lease or contract to provide excess capacity in lines owned by the District, but such

permits, leases or contracts shall be in writing and shall provide for limitation on connections to whatever extent may be necessary to enable the District to meet its primary obligations to provide service to the residents of the District. All such permits, leases or contracts shall be subject to the Rules and Regulations of the District, and shall contain payment terms sufficient for the District to be fully reimbursed for the costs of furnishing service, with an additional amount to be determined by the Board. Permits, leases or contracts, at amounts less than the above minimum, may be made if warranted by economics, but an agreement providing for such lesser amounts shall not extend for more than one year or shall be revocable by the District.
(Cross reference: 5-11 EXTRA-TERRITORIAL SERVICE)

1-11 CONNECTION REQUIRED:

1-11-1 Requirement. Unless exempted by the Board for good cause and in conformity with applicable statutes and regulations, all improvements within the District Boundaries requiring water service or wastewater disposal service may be required to be connected to the District System if District facilities are within 400 feet of the boundary of the parcel of property on which such improvements are located. Such connection shall be made within 60 days after written notice to the Property Owner by the District, and any existing private water system shall be rendered inoperative, and any existing private wastewater disposal system, including but not limited to septic systems, vaults, tanks, grease traps, oil or sand traps or any other holding tank connected to wastewater disposal, shall thereupon be properly emptied, cleaned and filled with pea gravel.

1-11-2 Exemptions. During the construction of any improvements, temporary toilet facilities may be used in accordance with the regulations of the Summit County Health Department or of the Colorado Department of Public Health and Environment (CDPHE), but as soon as such improvement is connected to District facilities, such use shall be abandoned and all evidence of such use properly covered or disposed of. Further, the Board may authorize a private wastewater disposal system upon approval thereof by the Summit County Health Department.
(Cross reference: 9A-6 PRIVATE DISPOSAL SYSTEMS)

1-11-2.1 Where water service to any parcel of land is considered by the District and the owner of said land not to be reasonably available at the time said landowner seeks water service from the District, said parcel of land may be served on a temporary basis with water from a well or wells to be constructed by the landowner at the landowner's expense, subject to the following limitations. Any such plan for an alternate supply of water must be approved by the District in writing which shall provide that, at such time as water is available, the landowner shall, on request by the District: (1) connect all of the property to the District's water system in accordance with these Rules and Regulations; and (2) consent irrevocably to the District's perpetual use of all water in aquifers underlying said parcel of land.

1-12 DUTY TO REPORT: Any person (1) who damages or alters any District facility; or (2) who causes or permits any foreign materials to enter the District System; or (3) who causes any obstruction in the flow of water or wastewater in any District facility, and any person who discovers, observes, or has reasonable cause to believe that any of the foregoing has occurred, shall immediately report the same to the District.
(Cross reference: 3-6-12 Failure to Report; 8-1-16 False Official Statement; Report)

1-13 NOTICE OF EXCAVATIONS: Any person who excavates in any area where District Facilities are located shall give written, personal or telephone notice of the date, extent, and duration of such excavation to the District at least three business days before beginning any such work. In addition, notify the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 to locate existing utilities. Do not begin excavation until utilities have been located. In the event of an emergency excavation notification shall take place to the best ability of the excavator prior to beginning. (Cross reference: 3-6-17 Failure to Give Notice; 9B-1-4 Subsurface Structures; Section 9-1.5-103(3) C.R.S.)

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

1-14 NO DAMAGES FOR FAILURE TO ENFORCE: The purpose of these Rules and Regulations is to establish an operating framework for the District and its users and connectors, for the exclusive benefit of the District. Nothing herein shall create any right to damages against the District, its Directors, officers, agents or employees for the District’s failure to enforce these Rules and Regulations.

ARTICLE 2

DEFINITIONS

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

- 2-1 **ABANDON**: To discontinue the use of any connection with the District System in such a manner or in such circumstances as to permit the reasonable inference that such connection is no longer needed or desired by the Property Owner, such as the destruction and non-replacement of improvements to which a service line had been connected.

- 2-2 **ACTUAL COSTS**: All direct and indirect costs attributable to any project or undertaking. Actual costs to the District shall include its engineering, legal, labor, material, equipment, administrative and overhead expenses calculated in accordance with the rates set forth in Appendix A hereto, and all direct payments to third parties, at cost.

- 2-3 **BOARD or BOARD OF DIRECTORS**: The duly constituted Board of Directors of the District.

- 2-4 **BOD**: Biochemical Oxygen Demand.

- 2-5 **CDPHE**: Colorado Department of Public Health and Environment

- 2-6 **CFR**: Code of Federal Regulations

- 2-7 **CONTRACTOR**: Any person who performs any work, either for himself or another, on any water or sewer facilities, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.

- 2-8 **DISTRICT**: Copper Mountain Consolidated Metropolitan District, Summit County, Colorado, and its manager, authorized employees, agents, officers, directors, insurers, and professional consultants.

- 2-9 **DISTRICT ENGINEER**: Licensed engineer who has contracted to do engineering work and consultation for the District.

- 2-10 DISTRICT SYSTEM:** The Plant, facilities, systems and assets owned or directly controlled by the District. As used herein, the term includes both water and sewer systems unless otherwise specified. Service lines are not part of the District system.
- 2-11 EPA:** Environmental Protection Agency.
- 2-12 FOREIGN MATERIALS:** Objects or substances not normally and ordinarily transmitted by sanitary sewer facilities.
- 2-13 FRONTAGE EXTENSIONS:** Extensions of District owned water and sewer lines to any side of a lot or developer owned property that is adjacent to a street
- 2-14 GROUNDWATER:** Water below the surface of the earth; including underground streams and percolating water.
- 2-15 INCLUSION FEE:** A fee charged for adding property to the District by reforming the District's legal boundaries to include the added property.
- 2-16 INDUSTRIAL WASTES:** The combination of liquid and water-carried waste discharged from any industrial processes, including the wastewater from pre-treatment facilities and polluted cooling water, as distinct from residential and commercial wastewater. Any waste material, the discharge of which requires a permit under Environmental Protection Agency or Colorado Department of Public Health and Environment Regulations.
- 2-17 INSPECTION FEES:** Fees assessed for time expended by the District engineer, inspector or other agent for the inspection and observation of construction of new elements of the District system when the District is not itself contracting for the construction.
- 2-18 LICENSED CONTRACTOR:** Any person or commercial entity authorized by the District to perform work and to furnish materials within the District on the basis of a determination by the District's engineer and/or manager that that person's or entity's references and record of prior performance justify such authorization.
- 2-19 MAIN:** Any pipe and appurtenant facility of the District system used for carrying water (water main) or wastewater (sewer main).

- 2-20 **MAIN EXTENSION:** The construction of any main, or the main itself, which is intended to become a part of the District System upon acceptance by the District in accordance with Article 6.
- 2-21 **MANAGER:** Person employed by the District to act in a managerial capacity.
- 2-22 **NPDES:** National Pollutant Discharge Elimination System.
- 2-23 **PERMITTED PREMISES:** The land area and improvements thereto to which sewer service is limited under any particular Tap Permit.
- 2-24 **PERSON:** Associations, corporations, firms, partnerships and bodies politic and corporate, as well as individuals.
- 2-25 **POTW:** Publicly-Owned Treatment Works.
- 2-26 **PRIVATE SEWER SYSTEM:** Any and all lines, facilities and appurtenances for the collection of wastewater discharge from more than one building to a common sewer main or mains that connect to the District System, but have not been accepted for ownership and maintenance by the District and are not part of the District System, including all such lines, facilities and appurtenances upstream from and including the wye or saddle fitting on the District's main or the wye within a manhole.
- 2-27 **PRIVATE WATER SYSTEM:** Any and all wells, lines, conduits, facilities, and appurtenances for the distribution of water within the District that have not been accepted for ownership and maintenance by the District and are not part of the District system. Any connection between a private water system and any District water distribution facilities is strictly prohibited.
- 2-28 **PROPERTY OWNER:** Any person who, solely or with others, owns real property within the District. When property is owned by more than one person, the term includes all owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations. For purposes of clarity, the masculine singular pronoun is used in these Rules and Regulations to refer to Property Owner. In Article 6 hereof, the owner of Main Extensions and Appurtenant facilities is designated "Grantor."

- 2-29 RECORD DRAWINGS:** Representations of installation based on information available from construction observation, measurements, and construction contract requirements. The District does not warrant the accuracy of record drawings in its possession.
- 2-30 RULES AND REGULATIONS:** These Rules and Regulations, as amended from time to time by the Board of Directors.
- 2-31 SANITARY WASTEWATER:** The combination of liquid and water- carried wastes discharged from toilet and other sanitary plumbing facilities.
- 2-32 SERVICE:** The provision of water or sewer service by the District to a property.
- 2-33 SERVICE LINES:** Any pipe, system of piping and appurtenances used as a conduit between a connection to the District System and a residential, commercial or industrial improvement. Service Lines are owned by, and are the sole responsibility of, the Property Owner.
- 2-33-1 Sewer Service Lines.** Any sewer lines or portions thereof beginning with the point of connection to the district's sewer main including the wye or saddle fitting, if any, on the District's Sewer Main, or the wye or other connection within a manhole intended or used to convey wastewater from Permitted Premises to the District Sewer System.
- 2-33-2 Water Service Lines.** All pipe, fittings, and appurtenances (excluding BFV and/or PRV), which convey water from the District System to the plumbing of any improvement. The dividing point between the District System and privately-owned service lines is the corporation stop tapped into the Main or, where applicable, the M.J. valve or tapping valve closest to the Main.
- 2-34 SEWAGE:** See Section 2-49, Wastewater.
- 2-35 SEWER/SEWERAGE SYSTEM:** See Article 2-10, District System. Also may refer in generic sense to any facilities used to transmit wastewater.
- 2-36 SFE:** Single Family Equivalent. This term is used to describe the basic unit of measurement for service availability and Tap Fee and Service Fee determination. The method of calculating the SFE rating for residential and commercial units is set forth in Appendix A.

- 2-37 **SPECIAL SERVICE FEES:** Fees imposed by the District for providing extraordinary water or sewer services for which it is inappropriate to charge the usual residential or commercial tap fees and services charges.
- 2-38 **SUBSURFACE STRUCTURES:** Any and all pipe, cable, conduits, wires, portions of buildings, drainage facilities and any and all other man-made things of any kind or nature, all or some part or portion of which is located below the surface of the ground.
- 2-39 **SURFACE WATER:** Water from rain, springs, melting snow, sprinkling systems, lakes, ponds, streams or any other source which lies upon or above the surface of the ground, whether or not in a defined location, course, or channel, and including water on and/or flowing from the roof or any part of any building or structure.
- 2-40 **SWIMMING POOL DISCHARGE:** Filter backwash effluent from any swimming pool conveyed to the District Sewer System.
- 2-41 **TAP or SERVICE CONNECTION:** The physical connection to a District main which, together with the Tap Permit for same, effects water or sewer service to any permitted premises, or water for irrigation.
- 2-42 **TAP FEE:** A fee imposed by the District as a prerequisite for connecting to the District water system or sewer system. This fee is based upon the total availability of services provided by the District, and is not limited to or a reflection of costs incurred in simply making the connection to the District system.
- 2-43 **TAP OWNER OF RECORD:** The person in whose name the tap is registered in the records of the District.
- 2-44 **TAP PERMIT:** The written authority to make a Tap for water or sewer service to Permitted Premises from the District System.
- 2-45 **TECHNICAL STANDARDS AND SPECIFICATIONS:** The provisions of the “Standard Specifications and Details” of these Rules and Regulations, which prescribe the minimum technical standards and related operating rules for the design, installation, construction, and maintenance of all water and sewer facilities, public and private, within the District.
- 2-46 **TSS:** Total Suspended Solids.

- 2-47 **TURN-OFF/TURN-ON FEES:** Fees assessed for turning water services on or off.
- 2-48 **UNAUTHORIZED TAP OR SERVICE CONNECTION:** Any tap, which is made without having obtained a tap permit.
- 2-49 **USER:** Any person who receives water service from the District or who discharges or causes the discharge of wastewater to the District System.
- 2-50 **WASTEWATER:** The combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, including polluted cooling water.
- 2-51 **WATER SYSTEM:** All facilities owned by the District and used for collecting, pumping, treating and delivering water.

ARTICLE 3

ENFORCEMENT AND ADMINISTRATION

3-1 DISTRICT AGENTS AND REPRESENTATIVES: The District Manager and any other employee of the District designated by the District Manager and the District's Consulting Engineer shall have full authority to act for and on behalf of the District in any matter affecting the administration or enforcement of these Rules and Regulations.

3-2 RIGHT OF ENTRY FOR INSPECTIONS AND EMERGENCY CORRECTIVE MEASURES: Duly authorized representatives of the District bearing proper credentials and identification shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling, and testing, or to effect any emergency maintenance, repairs or corrective procedures, in connection with the enforcement and administration of these Rules and Regulations. This does not impose any obligation upon the District to effect any maintenance, repair or correction procedure. To the extent practicable, the District representatives shall give notice to the occupant of any commercial or private residential premises prior to entry. (See Section 18-8-106, C.R.S.).

3-3 SUSPENSION OR TERMINATION OF SERVICE: In addition to and without waiving any other available remedy, the District shall have and may exercise the right to suspend or terminate service to any property where a violation of these Rules and Regulations has occurred.

3-3-1 Suspension/Termination. The District may terminate service immediately and without notice upon revocation of any Tap or Discharge Permit, or suspend service when such suspension is necessary in order to stop or prevent an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, or causes interference or damage to District facilities, or causes the District's Treatment Plant to violate any condition of its National Pollutant Discharge Elimination System (NPDES) permit. In the absence of such emergency circumstances, the District will provide notice and an opportunity to be heard prior to suspension or termination of service.

3-3-2 Notice and Opportunity for Hearing.

3-3-2.1 The District's services are subject to suspension or termination if payment becomes over 30 days delinquent. When any fees or charges imposed under these Rules and Regulations have become

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

3-3-2.2 Upon written request to the District, the Property Owner receiving such notice has the right to a hearing concerning the deficiency. The request for a hearing shall not delay or postpone the shut-off date. If the Property Owner does not cure the stated deficiency, the District shall forthwith order the service to be suspended or terminated, as appropriate.

3-3-2.3 If the Property Owner makes written request for hearing, the District shall schedule and hold such hearing, at which the Property Owner may be represented by counsel at his expense, to be held before an impartial hearing officer appointed by the Board. The hearing officer shall issue a decision within a reasonable time, and shall state the reasons supporting his decision. If the hearing officer finds that the deficiency does not exist, or has been cured, he shall order services reinstated at once. At the time of his appointment, such hearing officer shall be instructed, in writing, that total impartiality is a condition of the appointment, notwithstanding that his compensation, if any, may be paid by one party to the dispute or the other.

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

(Cross reference: 3-6-15 Violation of Suspension/Termination Order)

- 3-3-4** Reinstatement of Suspended Service. Any suspension order shall be rescinded by the District Manager upon a determination that the deficiency forming the basis for such suspension order has been cured and that no further or other non-conforming conditions or uses of the District system are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection charge and the District Manager's reasonable estimate of any applicable Reconnection Charge imposed under Section 7-12 hereof and any and all other amounts then due to the District from such person.
- 3-3-5** Grounds for Termination; Effect. Service shall be terminated and not merely suspended if (1) the Tap or Discharge Permit therefor is revoked; or (2) the connection providing such service was not authorized when made; or (3) the service was suspended at least two times within the preceding five years. Any service terminated under this Section 3-3 may not be reinstated. The owner of any property for which service has been terminated may apply for new service for such property as provided in Article 5.

3-4 CURE OF VIOLATIONS:

- 3-4-1** Order to Cure. If the District determines that any water or sewer facilities are not in conformity with these Rules and Regulations or that the terms of any right of way, easement or other agreement between the District and a Property Owner are being violated, it may give written notice thereof to the Property Owner at the service address or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the Property Owner at his cost and subject to Parts B and C, Article 9 below to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work.
- 3-4-2** District Cure at Owner Cost. If the Property Owner fails within the specified time following such notice to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the Property Owner for its actual costs incurred in connection therewith, calculated in accordance with the rates set forth in Appendix A hereto. Those provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any charges assessed to the Property Owner under this Section.
(Cross reference: 7-13 CURE CHARGES; 7-15 WITH-HOLDING APPROVALS, ACCEPTANCES AND PERMITS)

- 3-5** **APPEALS:** Any orders, directives or decisions of the District relating to the administration or enforcement of these Rules and Regulations may be appealed, in writing, to the Board of Directors, within 10 days of the effective date of the order, directive or decision.
- 3-6** **PENALTY CHARGES:** For the purposes of defraying the District's costs and expenses incurred in discovering, investigating, curing, and repairing the consequences of violations of applicable requirements, and in order to deter persons from committing such violations, there is hereby imposed upon any person whom the Board finds and determines causes, or attempts to cause, or who permits, solicits, aids or abets any other person to cause or attempt to cause, by act or omission, any of the violations set forth below the following penalty charges:
- 3-6-1** **Unauthorized Connection.** For any connection made to the District System without a proper Tap Permit therefor: an amount equal to twice the Tap Fee for the size of such connection, as established by Section 7-2 below, in addition to any Tap Fee imposed or paid pursuant to said Section for the connection when made in conformity with these Rules and Regulations.
(Cross reference: 5-1 PERMIT REQUIRED; APPLICATION; 8-1-3 Unauthorized Connection)
- 3-6-2** **Unauthorized Use or Discharge.** For discharging or otherwise putting wastewater into the District System without proper District authorization therefor, or introducing any foreign materials or wastewater into the District System in violation of any provision of these Rules and Regulations, including Section 5-7-2, other than by the means described in Section 3-6-1 above: \$5,000.00.
(Cross reference: 5-7-2 Increased Volume Permits; 8-1-4 Unauthorized Discharge; 8-1-9 Foreign Materials)
- 3-6-3** **Interceptor Violations.** For bypassing, failure to have, failure to use, or failure to maintain to District standards any grease or sand interceptor: \$500.00.
(Cross reference: 9A-3 INTERCEPTORS)
- 3-6-4** **Interference; Failure to Permit Inspection.** For interfering with the employees or agents of the District in the performance of their duties, or refusing to permit District employees or agents to inspect the premises, despite reasonable advisement of the need and reason for such inspection: \$1,000.00.
(Cross reference: 3-2 RIGHT OF ENTRY FOR INSPECTION AND EMERGENCY CORRECTIVE MEASURES; 8-1-12 Interference)

- 3-6-5** Prohibited Drains. For connecting a prohibited drain to the District System: \$500.00.
(Cross reference: 9A-8 CERTAIN DRAINS PROHIBITED)
- 3-6-6** Tampering. For bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System, obstructing the flow of wastewater in the District System, or obstructing access to District facilities: \$5,000.00.
(Cross reference: 5-10-3 Mechanical Controls; 8-1-13 Tampering; 8-1-14 Obstructing Flow; 9A-3 INTERCEPTORS)
- 3-6-7** Easement Violations. For placing any plant or structure prohibited in accordance with Section 8-1-11 within the boundaries of any District right-of-way or easement: \$500.00.
(Cross reference: 8-1-11 Right-of-Way/Easement Violations)
- 3-6-8** Unauthorized Entry. For opening any manhole or entering any portion of the District System without authorization: \$500.00.
(Cross reference: 8-1-8 Unauthorized Entry)
- 3-6-9** Infiltration. For continuing to permit root infiltration, storm runoff, or groundwater to enter the District System after reasonable notice to cure such condition: \$500.00.
(Cross reference: 9A-1-2 Maintenance)
- 3-6-10** Escape of Water or Wastewater. For permitting wastewater to escape from the District System: \$500.00.
(Cross reference: 8-1-5 Escape of Wastewater)
- 3-6-11** Failure to Report. For failing to report damage to or alteration of any District facility, or any foreign materials or obstruction in the flow of wastewater in any District facility: \$500.00.
(Cross reference: 1-12 DUTY TO REPORT)
- 3-6-12** Failure to Notify of Use Changes. For failure by Property Owner to notify the District of any use change resulting in need for grease or sand interceptor, or Increased Volume Permit: \$500.00
(Cross reference: 9A-10 CHANGES IN USE, EQUIPMENT OR SERVICE)
- 3-6-13** Violation of Stop Work Order. For performing or continuing to perform any work in violation of a Stop Work Order: \$500.00.
(Cross reference: 9B-3 STOP WORK ORDERS)

- 3-6-14** Violation of Suspension/Termination Order. For failure to stop or eliminate the discharge of wastewater from property effected by an Order suspending or terminating service to such property: \$2,000.00.
(Cross reference: 3-3-3 Execution of Order)
- 3-6-15** False Official Statement. For making or filing with the District any statement, report or application which the person making or filing same knows or has reasonable cause to know is false or substantially inaccurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate: \$1,000.00.
(Cross reference: 1-12 DUTY TO REPORT; 5-2-1 Approval Standards; 5-2-3 Revocation; 5-7-2 Increased Volume Permits; 5-10-1 Permit Required; 6-8-1.2 (4) Grantor Requirements; 6-10-1.3 (1) Property Owner Requirements; 8-1-16 False Official Statement; Report; 9A-10 CHANGES IN USE, EQUIPMENT OR SERVICE)
- 3-6-16** Failure to Use Meter. For failure to use water meter when required to do so: \$500.00.
(Cross reference: 8-1-19 Failure to Use Meter; 9A-2 WATER METERS)
- 3-6-17** Failure to Give Notice. For failure to give notice of excavation in any area where District Facilities are located: \$500.00.
(Cross reference: 1-13 NOTICE OF EXCAVATIONS)
- 3-6-18** Jeopardizing Purity of Water. For failure to use any fluid or other substance in such a manner as to present the possibility that such substance could enter the District Water System: \$2,000.00.
(Cross reference: 8-1-18 Jeopardizing Purity of Water)
- 3-6-19** Unauthorized Connection of Two or More Taps. For joining two or more taps without the express authorization of the District, including but not limited to interconnections and manifolding; an amount equal to twice the Tap Fee for the size of such connection, as established by Section 7-2 below, in addition to any Tap Fee imposed or paid pursuant to said Section for the connection when made in conformity with these Rules and Regulations.
(Cross reference: 5-1 PERMIT REQUIRED; APPLICATION; 5-4 NON-TRANSFERABILITY OF TAP PERMIT OR TAP FEE; 5-5 MULTIPLE USE OF

TAP PROHIBITED; 8-1-20 Unauthorized Joining of Two or More Taps; 9A-1 SERVICE LINES)

- 3-7 TAP OWNER OF RECORD RESPONSIBLE:** For the purposes of this Article, it shall be presumed that the Tap Owner of Record for the premises where or upon which a violation of these Rules and Regulations occurred, is the person who caused or permitted the same to occur.
- 3-8 SEPARATE VIOLATIONS:** After notice to correct any violation, a separate and distinct violation shall be deemed committed upon each day or portion of thereof that any such violation shall occur or continue. Those provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any and all charges imposed under Section 3-6.
- 3-9 CIVIL DAMAGES:** In addition to and without waiving any other available remedy, the District may recover civil damages from any person liable under the laws of the United States or the State of Colorado to the District as a result of any violation of these Rules and Regulations or other unlawful act or omission. Such damages shall include the District's actual costs of discovering, investigating, curing, mitigating and repairing the consequences of such violation or other unlawful acts or omissions, calculated according to the rates set forth in Appendix A hereto.
- 3-10 INJUNCTIVE RELIEF:** In addition to and without waiving any other available remedy, the District may seek injunctive relief from any act or omission which violates these Rules and Regulations, or which otherwise jeopardizes the property or health of any person, including the District.
- 3-11 REMEDIES CUMULATIVE:** The remedies available to the District under these Rules and Regulations and under the laws of the State of Colorado shall be deemed cumulative, and the utilization by the District of any single such remedy or combination thereof shall not preclude the District from utilizing any other remedy or combination thereof.
- 3-12 WHEN PROPERTY OWNER LIABLE FOR EXCAVATION AND REPAIR:** If any person reports a backup in a Service Line and attributes same to a blockage or other condition of District Facilities, and the District cannot, by other reasonable means, determine the accuracy of such claim, the District Facilities will be excavated and inspected. Then, if it is determined that the Service Line backup was not caused by a blockage or other condition of the District Facilities, the Property Owner of the property served by such Service Line shall be obligated to the District for the costs of such excavation, inspection and related expenses. If, as a part of such excavation and inspection, the Service Line is repaired, the Property Owner shall reimburse the District for all costs of such repair, in addition to the

excavation and inspection charges, provided that the Property Owner is given prior notice of such repair. Nothing herein shall obligate the District to repair any Service Line.

ARTICLE 4

INCLUSIONS

4-1 **REQUIRED SUBMITTALS:** Any Property Owner who desires to include his property within the District's boundaries shall submit the following to the District:

4-1-1 Petition. A petition on the form furnished by the District and providing all information required thereby. Property Owner, also called "Petitioner" in the remainder of this Article 4, must sign the petition exactly as his name appears on the instrument by which he took title to the property. The signatures of all petitioners must be acknowledged in the same manner as provided by Colorado law for acknowledgments on instruments conveying real property.

4-1-2 Survey Drawing. A survey drawing showing the property's exact location, its location in relation to the boundaries of the District, and bearing the signature and seal of a professional engineer or land surveyor registered in the State of Colorado.

4-1-3 Vicinity Map. A vicinity map showing the general location and the boundaries of the property in relation to existing streets or other prominent terrain features.

4-1-4 Evidence of Title and Authorization of Signatories. Evidence of title sufficient to assure that the Petitioner has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Petitioner shall furnish such additional information (*i.e.*, partnership agreement, Joint Venture Affidavit as provided by Section 38-30-166, C.R.S., etc.) as may be requested by the District in order to determine that the signatories have been authorized by that entity to execute such documents.

4-1-5 Narrative Description. A written statement setting forth the total acreage of the property to be included, the existing zoning, the proposed zoning, the proposed use, the construction schedule, and the service requirements.

4-2 **PROCEDURE:** Following submittal and District approval of the submittals required in Section 4-1 above, inclusion proceedings shall be conducted as follows:

4-2-1 Feasibility Study. The District shall perform a feasibility study in order to determine whether and under what conditions the property proposed for inclusion can be served by the District System.

- 4-2-2 Notice of Public Hearing. At the first regular meeting of the Board following approval of the submittals, the Board shall set the date of the public hearing on the inclusion and order notice thereof to be provided according to law.
- 4-2-3 Public Hearing. The public hearing and the Board decision made pursuant thereto shall be held in accordance with applicable state law.
- 4-2-4 Conditions. If the Board Order of Inclusion contains conditions which must be met before it is to become effective, the District will ensure that all such conditions have been met before filing the Board Order of Inclusion with the court and applying for a Court Order of Inclusion.

4-3 **CONDITIONS OF INCLUSION:** The included property and its owners are subject to the following conditions, together with any and all such additional conditions and requirements as may be imposed by the Board:

- 4-3-1 Rules and Regulations. With respect to all matters affecting or in any way touching upon the allocation or provision of service to the property, the property and its owners shall be bound by and subject to these Rules and Regulations, as now or hereafter constituted.
- 4-3-2 Easements and Rights-of-Way. The Property Owner shall, at no cost to the District, grant and convey to the District any and all easements and rights-of-way within the included property required by the District to serve such property. In addition, the Property Owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of all such easements and rights-of-way, whether located within the included property or outside of it. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.
- 4-3-3 Design and Construction. Design and construction of System Improvements shall be in accordance with the provisions of Article 6.
- 4-3-4 Service Not Guaranteed. The allocation of Taps for and the provision of service to the included property shall be governed at all times by these Rules and Regulations. The process of including property within the District does not guarantee service to the included property. The District may be limited in the number of new Taps that may be made to the District Water and Sewer Systems because of the capacity of

those systems and/or the availability of water, and the provisions of service to the included property may further be limited or delayed indefinitely because of the location or capacity limitations of existing facilities. Accordingly, by including its property within the District, the Property Owner shall be deemed to waive any right, claim, or cause of action of any kind which it may assert against the District based upon the inability of the latter to provide service to the included property.

- 4-3-5** Enlargement of Structures. No Property Owner may enlarge, add on to, or extend any portion of his existing improvements receiving service (including buildings, landscape areas, and any other grounds or structures that use District water services) into an area outside the boundaries of the District without including such additional property prior to commencing such enlargement or extension, or obtaining approval for extra-territorial service for such improvements.
- 4-3-6** Inclusion Agreement/Conveyance of Water Rights. Upon District approval of the inclusion, the Property Owner and the District shall enter into an inclusion agreement setting forth the terms and conditions of such inclusion, and containing all provisions relating to the particular circumstances of serving the property. At such time, the Property Owner shall convey to the District, by such documents as the District may reasonably require, all water and water rights associated with, appurtenant to, or used on or in connection with the property, including but not necessarily limited to surface water, alluvial water, and all contributory and not-contributory water underlying the property, to the extent that the District reasonably determines that such water and water rights are needed by the District to serve the included property without jeopardizing the District's ability to serve the property within the existing District boundaries to projected buildout.
- 4-3-7** Evidence of Inclusion. Property Owner shall furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Satisfactory evidence shall consist of a tax receipt, or certificate in lieu thereof, received from, and signed by, the County Treasurer.

ARTICLE 5

SERVICE APPLICATIONS AND PERMITS

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

(Cross reference: 3-6-1 Unauthorized Connection; 8-1-3 Unauthorized Connection)

5-2 APPROVAL STANDARDS; REVOCATION:

5-2-1 Approval Standards. Upon a determination that all of the following conditions exist or have been met with respect to the application, the District shall issue its Tap Permit for the service requested:

5-2-1.1 The written application is accurate, complete, and proper as to form.

(Cross reference: 8-1-16 False Official Statement; Report; Appendix (F) APPLICATION FOR PERMIT)

5-2-1.2 The person making application is the record owner of the property or owners agent.

5-2-1.3 All applicable fees imposed by or through the District have been paid at the time of application.

(Cross reference: 7-2 TAP FEES)

5-2-1.4 The property proposed for service is within the legal boundaries of the District.

5-2-1.5 The Main on which the Tap will be made has been accepted by the District and approved for use by all other governmental entities and agencies having jurisdiction.

5-2-1.6 The District system is adequate to serve the proposed Tap.

5-2-1.7 The Tap applied for is available under any current Tap Allocation program.
(Cross reference: 5-9 TAP ALLOCATIONS)

5-2-2 Conformity with District Standards. Notwithstanding any other provision of these Rules and Regulations to the contrary, the District may withhold permits or approvals for service from any facilities, private or public, which do not conform to District Rules and Regulations, including incorporated provisions.

5-2-3 Revocation. The District may revoke any Tap Permit, before or after the Tap is activated, upon a determination that the application therefor contained false or inaccurate information and, but for such misinformation, the application would have been denied when made.
(Cross reference: 3-3-1 Suspension/Termination; 8-1-16 False Official Statement; Report

5-3 **EXPIRATION:** Obtaining a Tap Permit from the District does not obligate the Property Owner to activate the Tap, but such Permit shall expire and be of no further force or effect if the Tap is not activated within 24 months from the date issued. The Tap Fee is not refundable, but the amount of the Fee so paid will be applied toward applicable fees if the Property Owner re-applies for the Tap, under the then current schedule of Tap Fees.

5-3-1 If, after the 24 month activation period, the tap is not activated but the property owner wishes to continue ownership of the tap; owner will be billed on a monthly basis an amount equal to 25% of the property's estimated water and sewer service fees. The fees are due and payable until such time as property owner activates the tap or gives up ownership of the tap. Estimated service fees paid are not refundable if tap is not activated. IF estimated service fees are not paid tap fees paid are forfeit.

5-4 **NON-TRANSFERABILITY OF TAP PERMIT OR TAP FEE:** Each Tap Permit applies only to the premises identified thereon, and is not deemed in any sense to be real or personal property. No Tap Permit or Tap Fee may be transferred from one premises to another without the approval of the District, but a Tap Permit and Tap Fee shall be deemed to follow any transfer or sale of the fee ownership of the Permitted Premises.

5-5 **MULTIPLE USE OF TAP PROHIBITED:** Not more than one separately described parcel of land shall be served by any single Tap, but this provision shall not be construed to require owners of separate condominium units within any one building or group of buildings in the same condominium development to obtain their own separate Taps if the Tap for the entire building or project is of adequate size and is in the name of the owners' association.

(Cross Reference: 3-6-1 Unauthorized Connection).

5-6 **INSTALLATION STANDARDS:** The Owner or Developer shall make the Tap at its sole cost, subject to all requirements of Parts B and C of Article 9, and subject further to the following:

5-6-1 **Inspection.** No Tap shall be activated until the service line has been inspected and approved by the District. Property Owner shall notify the District not less than 48 hours before activating the service, and shall set a time for the District's inspection thereof.

(Cross reference: 9B-1-6 Inspections)

5-6-2 **Record Drawing.** The Owner or Developer will make and keep a record drawing on electronic media compatible with the District records showing the location of the Tap and the service line and provide such to the District on acceptance of installation.

(Cross reference: 2-27 RECORD DRAWINGS)

5-7 **TAP SIZING:** The number of Single Family Equivalents associated with the Tap shall be determined in accordance with the procedure set forth in Appendix A hereto.

Any increase in the number of SFE of the Tap shall obligate Property Owner to pay an additional Tap Fee to the District for the increase in size, based upon current Tap Fees at the time. No adjustment will be made for a decrease in the size of any Tap.

(Cross reference: 7-2 TAP FEES)

5-8 **VOLUNTARY DISCONNECTION/ABANDONMENT:** Any Property Owner desiring to have water or sewer service permanently disconnected shall notify the District a minimum of 48 hours in advance of the date of disconnection. Property Owner shall, at his sole cost, uncover the Service Line at the location determined by the District and install a plug. If a water or sewer tap is abandoned, the District shall cause a plug to be installed, thereby effecting a permanent disconnection. Disconnection of service by this means shall not be deemed completed until the District has inspected and approved the plug. All work done pursuant to this Section shall be at the Property Owner's sole cost, subject to the provisions of Part B, Article 9 below. From and after the effective date of disconnection, the District shall not assess any service charges for the property so disconnected, but this shall not relieve the property from liability for taxes, or limit the District's right to levy taxes against the property. Any reinstatement of a service disconnected pursuant to this Section shall be treated as an application for new service, and no credit shall be allowed for any Tap Fee previously paid.

5-9 TAP ALLOCATIONS: The issuance of taps may be restricted from time to time due to limited availability. During any period of such restrictions, taps shall be allocated and sold within the District on a first come, first served basis.

5-10 SWIMMING POOL USE:

5-10-1 General Conditions. The District may impose such reasonable restrictions as to frequency, times, volume and rate of swimming pool discharge as may be appropriate to reduce the risk of surcharge or other potential problems in the District System which may result from the entry of Swimming Pool Discharge into the District System.

(Cross reference: 3-6-2 Unauthorized Use or Discharge)

5-10-2 Mechanical Controls. The District may further require Property Owner, at his sole cost and subject to the provisions of Part B of Article 9 below, to install such equipment as the District may reasonably prescribe. Such equipment shall not be modified, altered, removed or bypassed without the express written consent of the District.

(Cross reference: 3-7-7 Tampering)

5-11 EXTRA-TERRITORIAL SERVICE: Provided that services outside the District shall in no way cause any limitation of the availability of services within the District, nothing in these Rules and Regulations shall prohibit the District from providing services outside its legal boundaries under such terms and conditions as the Board may determine, subject to the limitations set forth in Section 1-10 and this Section. All tap and service fee charges for extra-territorial services will be assessed with an additional 25% charge above current fees charged within the District. Any such service shall be rendered only by written permit, lease or contract approved by the Board, and no oral statement and no course of dealing or action on the part of the District shall create an express or implied contract or obligation for such service. No written permit, lease or contract, however, or the services rendered pursuant thereto, shall be construed to impose upon the District any obligation to provide other service outside of its legal boundaries, nor shall the existence of such contract or the services rendered in connection therewith constitute an offer by the District to serve outside of its boundaries generally. A person, entity, association, corporation, municipality or quasi-municipal corporation whose sewer system or line connects with or discharges into the District System or any facility owned or operated by the District, and the situs of which is located outside the legal boundaries of the District, shall be referred to as an Outside Connector.

(Cross reference: 1-10 SERVICE OUTSIDE THE DISTRICT)

- 5-12 NO JOINING OF TAPS:** Each Tap is a separate permit for use, and no user may or shall allow any Taps to be joined, interconnected or manifolded together.
- 5-13 INDUSTRIAL USERS:** Industrial users, as defined in the Code of Federal Regulations, are required to supply information and to submit to various inspections, testing and monitoring, as well as all other applicable federal, state and local rules and regulations pertaining to the discharge, transmission and treatment of wastewater.
- 5-14 SILVER RECLAIM:** Any photo lab, photo processing facility, or other person, business, or entity doing silver reclaim shall comply with EPA rules and regulations pertaining to the silver reclaim process. This applies to those entities doing silver reclaim as part of their "in-house" operation, as well as to all others.

ARTICLE 6

MAIN EXTENSIONS AND OTHER SYSTEMS IMPROVEMENTS

- 6-1 APPROVAL REQUIRED; IMPROVEMENTS AGREEMENT:** No person shall commence any construction to extend a Main or install any appurtenant facility within the jurisdiction of the District without the prior written approval of the District, following formal application therefor, upon compliance with these Rules and Regulations. If required by the District, any person desiring to extend a District Main or install any appurtenant facility shall enter into a written Improvements Agreement with the District setting forth any or all terms and conditions applicable to such extension or installation. For purposes of this Article 6, all Main Extensions and appurtenant facilities of whatever kind or nature shall be collectively referred to as System Improvements.
(Cross reference: Appendix (D) MEMORANDUM OF UNDERSTANDING-FORM FOR IMPROVEMENTS AGREEMENT)
- 6-2 LOCATION:** System Improvements shall be installed only in rights-of-way or easements deeded to the District, or in platted easements or roads or streets which a city, county, State Highway Department, or other public agency has approved as a public right-of-way.
- 6-3 DEEDED RIGHTS-OF-WAY AND EASEMENTS:** Deeded rights-of-way or easements necessary to cover System Improvements not located in public rights-of-way shall be granted at no cost to the District upon such terms as the District may reasonably require before construction of any such System Improvements begins. Minimum Width Easement shall be 20 feet for single system (water or sewer) and 30 feet for double system (Water and sewer). The following minimum requirements shall be in effect in connection with all such grants:
- 6-3-1 Legal Description.** The District shall be provided a legal description of all right-of-way or easement parcels to be granted by any single conveyance instrument, consisting of a printed legal description, certified by a land surveyor registered in the State of Colorado, and an accurate survey drawing of each parcel, including north arrow and scale, tying each parcel to a survey land corner or corner of a platted parcel of land.
- 6-3-2 Evidence of Title.** The District shall be provided suitable evidence of title, consisting of a title insurance policy or commitment, an attorney title opinion, a subdivision certificate, or a written ownership and encumbrance report, dated within 30 days before the date of submission to the District. Evidence of title must show all current mortgages and deeds of trust, liens, and other encumbrances against the property.

6-3-3 Subordination Agreement or Partial Release. The District may require a properly executed and acknowledged subordination agreement or partial release, at the Board's discretion, for any easement or right-of-way parcel to exempt the same from the lien of any mortgage or deed of trust. If so required, the District will not accept the System Improvements for maintenance until it receives all required subordinations or partial releases, whichever is required. The District reserves the right to require additional or supplemental evidence of title when the subordination agreement or partial release is tendered to the District for recording.

6-4 **RIGHT OF WAY ACQUISITION COSTS:** The person desiring to construct System Improvements ("Developer") shall be responsible for and pay all costs and expenses associated with the acquisition and approval of all easements and rights-of-way necessitated thereby. These expenses include, but are not necessarily limited to, the District's actual costs, and may include those associated with condemnation. This Section shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

6-5 **DESIGN AND CONSTRUCTION:** The Developer shall be solely responsible for all costs and expenses of design, construction, and installation of all System Improvements, including without limitation frontage extensions, reasonably required by the District. All such work shall be in conformity with and subject to the District's Master Plan and to these Rules and Regulations, and in particular, to the Technical Specifications as set forth in Article 9, Part C below.

6-5-1 Design Procedure. The following steps will be followed in the design of any System Improvements project:

6-5-1.1 The Developer shall, as far in advance as possible, inform the District, in writing, of the type of System Improvements (water, sewer, or both), the estimated capacity requirements, the geographical location, and the desired completion date.

6-5-1.2 Within 21 days after the District's receipt of the written information required in Section 6-5-1.1 above, the District shall schedule a first project meeting with the Developer, at which time all available information and data will be shared and discussed, general project design alternatives (alignment options, etc.) will be identified to the extent possible, a project timeline will be established, and a scope of work for

design and construction supervision will be submitted by the Developer.

6-5-1.3 As soon as practicable after the first project meeting, the District will meet with its Consulting Engineer to review the scope of work, and make any appropriate modifications thereto, which changes shall be submitted to the Developer for approval. All costs and expenses incurred by the District in the process of establishing and finalizing the scope of work shall be borne by the Developer. Upon agreement as to the scope of work, the District shall issue requests for priced proposals to each engineering firm appearing on the District's list of pre-qualified engineers, containing the scope of work as approved by the District and the Developer, and shall select the lowest responsive proposal. A proposal shall be considered responsive if it does not vary the terms of the scope of work in any way. The selected engineer shall be designated Project Engineer.

6-5-1.4 The Project Engineer will complete preliminary design of the project in accordance with the project timelines, showing the general alignment and configuration of the facilities, with preliminary project specifications. When said preliminary design is approved by the District, the same shall be provided to the Developer. Should the Developer, within 10 days of the receipt of the preliminary design, express objection or concern about the preliminary design, a meeting will be held with the District, the Developer, and the Project Engineer. At such meeting, all constructive comments and specific alternatives will be considered, and any appropriate adjustments to the preliminary design made and set forth in writing.

6-5-1.5 When the preliminary design is agreed upon, or 10 days have passed without objection by the Developer, the Project Engineer shall proceed with final design of the project, which shall include the Project Engineer's estimate of the project construction costs including construction inspection fees and costs, and shall submit the same to the District in accordance with the project timelines. When the District has approved the final design, the same shall be provided to the Developer.

Should the Developer, within 10 days of the receipt of the final design, express objection or concern about the final design, a meeting will be held with the District, the Developer and the Project Engineer. At such meeting, all constructive comments and specific alternatives will be considered, and any appropriate adjustments to the final design made and set forth in writing.

6-5-1.6 The District will use its best efforts to respond promptly to contacts by the Developer, and to shorten the overall time table for the Project to the extent practicable.

6-5-2 Developer May Elect to Perform Construction. The Developer shall have the option whether to perform the work itself in accordance with the final design, or may have the District perform the work. Should the District perform the work, the same shall be done through a contractor selected by competitive bid. In either case, the Project Engineer shall generally monitor and oversee construction as to conformity with the approved specifications and design at owner or developers sole expense.

6-5-3 Limitations of Construction. Construction of water distribution and sewer collection system improvements shall be limited to the District construction season. The District construction season is the time period from April 16th to November 15th. Construction of system improvements beyond the construction season shall be strictly prohibited unless District approval is obtained. For District approval of construction beyond the construction season, the Developer shall demonstrate to the satisfaction of the District that if construction of system improvements is limited to the above defined construction season that the Developer will suffer undue financial hardship and/or loss. The District shall not accept system improvements that are constructed beyond the District construction season without District approval.

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

6-6 PLAN REVIEW AND APPROVAL: If the District is not constructing the System Improvements, no construction of any System Improvements shall begin unless and until the plans and design therefor have been reviewed by the construction contractor, together with

the Project Engineer, and until the District has issued written notice that construction may begin.

(Cross reference: 7-3 PLAN REVIEW FEES).

6-7 **CONSTRUCTION OBSERVATION:** The District shall be notified at least 48 hours before construction is commenced, and at any and all other times specified by the District, for inspection or testing.

(Cross reference: 7-4 INSPECTION FEES; 9B-1-6 Inspections)

6-8 **CONDITIONAL ACCEPTANCE:** The following applies when the District is not performing the construction of the System Improvements:

6-8-1 **Standards.** Upon completion of construction, a request shall be submitted to the District for a preliminary inspection and conditional acceptance of the System Improvements.

Cross reference: Appendix (D) MEMORANDUM OF UNDERSTANDING.

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

6-8-1.1 **District Review.** The District has determined that the System Improvements have been constructed and connected to District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

6-8-1.2 **Grantor Requirements.** Grantor has tendered and the District has approved the following:

(1) Record drawings of the utility extension plan, photographically reduced to 1" = 50' scale and provided on electronic media compatible with the District standards.

(2) Key map pages consistent in form and content with current District requirements as to key maps showing the location of all component parts of the System Improvements, or other arrangements approved in writing by the District have been made for the preparation thereof;

(3) A 12-month maintenance bond, or other security approved by the District, in an amount equal to 10% of the costs of constructing the System Improvements, or such greater amount as may be reasonably determined by the District on account of special circumstances of the particular System Improvements, or any portion thereof;

(4) A duly executed written statement that all suppliers of labor and materials have been fully paid, with lien waivers attached;

(Cross reference: 8-1-16 False Official Statement; Report)

(5) A duly executed written assignment of all manufacturer's warranties on materials, if applicable;

(6) All subordination agreements and partial releases required pursuant to Section 6-3-3 above; and

(7) Payment of all sums then due to the District in connection with the System Improvements.

6-8-2 Approval; Tap Permits. The District shall evaluate the request for conditional acceptance, and give written notice to the Grantor of its action, stating any special conditions attached to the Conditional Acceptance, or the reasons for denial of the request, if applicable. No Taps or Service Connections to the System Improvements will be permitted, nor will the District accept applications for such Taps, until the District has conditionally accepted the System Improvements as herein provided.

6-8-3 Effective Date. Conditional Acceptance shall be effective as of the date the District executes the Conditional Acceptance appearing on the District-approved Conveyance & Acceptance form. As of such date, the System Improvements shall be deemed operational, and any person may apply to the District for Tap Permits. The District's acceptance of the System Improvements, whether conditional or final, does not, however, guarantee that Taps will be available. Availability of Taps is governed at all times by the provisions of Article 5, and such availability is determined in accordance therewith at the time proper application for service is made.

6-9 **MAINTENANCE AND REPAIR:** If the District is responsible for the construction of the System Improvements, the District shall assume repair and maintenance responsibility for the System Improvements, and shall have the right to enforce any and all contractor warranties and obligations, commencing immediately upon the completion of construction. When the District has not constructed the System Improvements, until Final Acceptance of

the System Improvements, Grantor shall be solely responsible for all routine maintenance and for correction of any and all defects in the System Improvements, as set forth below:

6-9-1 Routine Maintenance. Grantor shall, at his sole cost, protect the System Improvements and perform all routine maintenance thereon so as to keep it in good repair and operating condition. Such obligations shall include the repair or replacement of any part or parts thereof damaged as a result of street construction, paving, other utility installation or vehicular traffic. In addition, Grantor shall, at his sole cost, correct any soil subsidence or erosion which the District determines occurred in connection with or as a result of construction of the System Improvements.

6-9-2 Cure of Defects. Grantor shall, at his sole cost and subject to Parts B and C of Article 9, correct, repair or replace any part or parts of the System Improvements which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkman like quality, or otherwise not in conformity with any applicable warranty. Cure of defects by Grantor shall be administered and enforced under the rules set forth in Sections 7-13 and 9B-4.

6-10 ACCEPTANCE FOR MAINTENANCE (FINAL ACCEPTANCE): The following applies when the District has not constructed the System Improvements:

6-10-1 Standards. Prior the expiration of one year from the date of Conditional Acceptance (or any longer period of time reasonably determined by the District on account of the particular circumstances) of the System Improvements or any portion thereof, Grantor may request the District to perform a final inspection and accept the System Improvements for maintenance. Upon such request, the District shall inspect the System Improvements and shall accept the same for maintenance when all of the following conditions are met:

6-10-1.1 District Review. The District determines that the System Improvements have been constructed and connected to District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

6-10-1.2 Maintenance and Repair. Grantor has fully performed all maintenance and repair obligations imposed upon it by Section 6-9 above during the period of conditional acceptance.

6-10-1.3 Property Owner Requirements. Grantor has tendered and the District has approved all of the following:

(1) A verified statement of Actual Cost of the System Improvements, itemized as the District may require;
(Cross reference: 8-1-16 False Official Statement; Report)

(2) Any and all easements, bills of sale, or other conveyance instruments necessary to vest title to all component parts of the System Improvements in the District with warranties of title as provided in Section 6-10-2;

(3) All drawings, maps and construction notes pertaining to any changes in the System Improvements made during the period of Conditional Acceptance;

(4) Payment of all sums due to the District from Grantor on account of the System Improvements;

(5) Lien waivers in form acceptable to the District by all independent contractors or others entitled to mechanics liens, including materialman's liens against facilities and properties included in the System Improvements.

6-10-2 Effective Date. The District's final acceptance of the System Improvements for maintenance shall be effective as of the date the District executes the Final Acceptance appearing on the District-approved Conveyance & Acceptance form. As of such date, all of Grantor's right, title and interest in and to the constructed System Improvements, including all mains, pipelines, valves, manholes, pumps, and related parts and materials which comprise the constructed System Improvements, shall immediately pass to and vest in the District, free and clear of all liens and encumbrances, if required under Section 6-3-3 above, and Grantor shall warrant and defend the conveyance of such System Improvements to the District, its successors and assigns against all and every person or persons whomsoever. As of the date of Final Acceptance, the District shall operate and maintain the System Improvements at its expense. Nothing contained herein, however, shall be construed to relieve

Grantor from his warranty obligations set forth in Section 9B-1-5 below. Notwithstanding Final Acceptance, Grantor and connecting Property Owner, their successors and assigns, shall remain responsible for all service lines and private sewer facilities.

6-11 DISTRICT SYSTEM IMPROVEMENTS: Notwithstanding any of the foregoing, the District reserves the right to extend Mains and make other System Improvements in situations which it determines may be in the best interests of the District and its constituents, upon such terms and conditions as the District may reasonably determine.

ARTICLE 7

FEES AND CHARGES

7-1 GENERAL:

7-1-1 Purposes. The purpose of the fees and charges provided in this Article is to provide for the payment of all actual costs of operating, maintaining, repairing, replacing, and expanding the District System, such costs including without limitation a reasonable contingency fund. All such fees and charges are based upon the cost of providing the service for which such fees and charges are made and have been determined by the Board of Directors to be necessary for the recovery of all such costs.

7-1-2 Liability. The fees and charges provided below are hereby imposed and assessed by the District for the purposes set forth in Section 7-1-1 and as more specifically set forth below. Such fees and charges are the personal, joint and several obligation of the owners of the property for which the applicable service is furnished, but the full amount of any such fees and charges shall also be a perpetual lien against any such property, as provided by Section 32-1-1001(1)(j), C.R.S. The District assumes no responsibility for any agreement made between Property Owners and tenants, regardless of how made and regardless of whether the District has notice thereof. Notwithstanding the foregoing, any Plan Review, Inspection, or Disconnection/Reconnection Fee shall also be the personal obligation of any person who orders or requests the District to perform such work, even though such person may have acted in a representative capacity when doing so.

7-2 TAP FEES: For the purpose of enabling the District to defray all costs incurred in making service available through a Tap or service connection to the District System and to provide for capital expansions of the District System, there is hereby imposed a Tap Fee in the amounts set forth in Appendix A hereto

7-2-1 Tap Fees are due at the time application for a Tap Permit is made and Building Permit is requested from Summit County Building Department.

7-3 INSPECTION FEES: Whenever any provision of these Rules and Regulations requires or provides for an inspection by the District, the person liable therefor shall reimburse the actual costs incurred by the District for such inspection, calculated in accordance with the rates set forth in Appendix A hereto. The District shall make inspections as required or

requested. All inspection fees must be paid in full before the District will provide County Building Certificate of Occupancy approval.

(Cross reference: 7-17 WITHHOLDING APPROVALS, ACCEPTANCES AND PERMITS)

7-4 **INCLUSION FEES:** Any person who petitions for inclusion of his property into the District pursuant to Section 32-1-401(1), C.R.S. and Article 4 above shall pay the fees and charges as set forth in Appendix A hereto, as well as actual costs incurred by the District in processing the Petition for Inclusion, calculated in accordance with the rates set forth in Appendix A hereto, payable regardless whether the property is actually included.

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7-5 **SPECIAL SERVICES FEES:** A Special Service Fee is assessed for any other special water or sewer services provided pursuant to any agreements between Property Owners and the District. The amount of the Special Service Fees shall be determined in accordance with the schedule set forth in Appendix A hereto.

7-6 **TURN-OFF AND TURN-ON FEES:** A Turn-Off and Turn-On Fee will be assessed per service each time a Property Owner requests the District to turn water or sewer service off or on because of vacations, vacancy for rental, etc. Turn-Off and Turn-On Fees will also be charged if the District discontinues or resumes services as a result of the Property Owner's tardiness in payment of District charges. Only District personnel may turn services off or on. Property owners who turn off or turn on their service connection(s) will be assessed a penalty for doing so. Turn-off and turn-on fees are set forth in Appendix A hereto.

7-7 **WASTEWATER SERVICE CHARGES:** Monthly Wastewater Service Charges are billed on a monthly basis. The amount of the Wastewater Service Charge is determined in accordance with the schedule set forth in Appendix A hereto.

7-8 **WATER SERVICE CHARGES:** Monthly Water Service charges are billed on a monthly basis. The amount of the Water Service Charge is determined in accordance with the schedule set forth in Appendix A.

7-8-1 The Board will periodically establish a meter rate for the two billing classes contained in Appendix A. Billing charges will be calculated on the basis of the amount of water used and the appropriate rate. Metered rate charges are due and payable quarterly as a part of that months' bill.

7-9 **DISCONNECTION/RECONNECTION CHARGES:** Whenever any Sewer Service is physically disconnected or reconnected by the District for any reason, the Property Owner or

any other person liable therefor shall reimburse the actual costs incurred by the District for such work, calculated in accordance with the rates set forth in Appendix A hereto.

7-10 CURE CHARGES: Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules and Regulations, any person who is responsible under these Rules and Regulations to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the actual costs incurred by the District for such undertaking, calculated in accordance with the rates set forth in Appendix A hereto.

(Cross reference: 3-4 CURE OF VIOLATIONS; 9B-4 CURE OF DEFECTS)

7-11 CIVIL FINES PASS THROUGH: Any person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by state, federal or other governmental authorities shall be fully liable to the District for the total amount of the fine so assessed.

7-12 DELINQUENCY CHARGES; COLLECTION COSTS; LIEN: Full payment of any and all fees or charges imposed or assessed by the District is due upon presentation of the District's invoice, unless these Rules and Regulations provide otherwise for notice or payment of any specific charge. The invoice shall be conclusively deemed presented to any person if personally served upon such person, or if mailed postage prepaid by first class mail addressed to such person in care of the Property Owner, at the service address or any other address for such person known to the District. Any amount so invoiced or otherwise due and payable will become delinquent 30 days thereafter, and the full amount of any delinquent balance shall thereafter bear interest at the maximum rate permitted by law. Any person liable for such fees and charges shall also be obligated to pay any and all costs of collection, including reasonable attorney fees and court costs, actually incurred by the District. Additionally, the district may assess a separate delinquency charge to the maximum extent permitted by law. Until paid, all rates, tolls, fees, charges, interest, penalties, and costs of collection shall constitute a perpetual lien on or against the property served. (Cross Reference: §29-1-1101 and 1102, C.R.S.)

7-13 MISCELLANEOUS COSTS AND EXPENSES: All costs and expenses of service incident to the installation and connection of water and/or sewer service shall be charged to the Property Owner. The Property Owner shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the installation of facilities and/or the provision of water and/ or sewer services.

7-14 WITHHOLDING APPROVALS, ACCEPTANCES AND PERMITS: Notwithstanding any provision of these Rules and Regulations to the contrary, the District may withhold

permits, approvals, acceptances, or other authorizations from any person until all sums then due to the District from such person are paid in full.

- 7-15 LIABILITY FOR PAYMENT:** The Tap Owner of Record and any tenants of the property are deemed equally liable for the rates, fees, and/or charges billed by the District for providing water and/or sewer services to the property. The District assumes no responsibility hereby for any agreement made between Tap Owners of Record and their tenants regardless of how made or whether the District has been notified of such agreement.
- 7-16 REVOCAION OF SERVICE:** Service shall be revocable by the District upon non-payment of valid fees, or upon failure to comply with these Rules and Regulations. If the District has decided to disconnect sewer service, a written disconnection notice shall be posted on the property, announcing the District's intent to disconnect or block sewer service after 72 hours.
- 7-17 VARIANCE FEE:** Whenever a variance from any provision of these Rules and Regulations is granted by the Board of Directors, a fee shall be assessed to defray the District's costs in processing such variance. Such fee, the amount of which shall be determined in accordance with the schedule set forth in the Appendix A hereto, shall be paid at the time a variance is granted.
- 7-18 MISCELLANEOUS COSTS AND EXPENSES:** All costs and expenses of service incident to the installation and connection of water and sewer service shall be the responsibility of the Property Owner. The Property Owner shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the installation of facilities and/or the provision of water or sewer services. Further, all costs and expenses incident to any request, petition or application to the District, and not otherwise addressed in these Rules and Regulations, shall be reimbursed to the District by the person making the request, petition, or application, upon receipt of the District's invoice.

ARTICLE 8
PROHIBITIONS

8-1 **GENERAL:** It shall be unlawful for any person to cause or to attempt to cause, or to permit, solicit, aid or abet any other person to cause or attempt to cause, by act or omission, any of the following:

8-1-1 **Failure to comply with Rules and Regulations.** Failure or refusal to comply with any requirement imposed in these Rules and Regulations.

8-1-2 **Groundwater; Surface Water.** Any groundwater or surface water to enter the District System.
(Cross reference: 3-6-10 Infiltration; 9A-8 CERTAIN DRAINS PROHIBITED)

8-1-3 **Unauthorized Connection.** Make any connection to any District facility without all District Permits required therefor by these Rules and Regulations.
(Cross reference: 3-6-1 Unauthorized Connection; Article 5 SERVICE APPLICATIONS AND PERMITS)

8-1-4 **Unauthorized Discharge.** Discharge into the District System without a permit or in violation of the terms of any Permit provided by these Rules and Regulations. This prohibition applies, without limitation, to the discharge of wastewater from recreational vehicles, trailers or any other mobile source.
(Cross reference: 3-6-2 Unauthorized Use or Discharge)

8-1-5 **Escape of Wastewater.** The escape of any wastewater from the District Sewer System.
(Cross reference: 3-6-11 Escape of Water or Wastewater)

8-1-6 **Waste of Water.** The waste of any water through failure to make prompt repairs to faulty plumbing, through excessive lawn sprinkling, or otherwise.

8-1-7 **Sale of Water.** The sale or exchange for value of water obtained through the District System.

8-1-8 **Unauthorized Entry.** Opening of or entry into any District facility without District authorization.
(Cross reference: 3-6-9 Unauthorized Entry)

- 8-1-9** Foreign Materials. The entry of any foreign materials into any water or sewer facility, public or private.
(Cross reference: 3-6-2 Unauthorized Use or Discharge)
- 8-1-10** Discharge Through Taps Only. The entry of any wastewater into the District Sewer System except through a Tap or Service Connection duly authorized by the District for the uses actually made thereof. This provision shall specifically include, without limitation, discharging any wastewater into the District System through manholes.
(Cross reference: 3-6-1 Unauthorized Connection; 3-6-2 Unauthorized Use or Discharge; 3-6-3 Interceptor Violations; 3-6-9 Unauthorized Entry)
- 8-1-11** Right of Way/Easement Violations. Constructing, installing, or placing any structures or improvements of any kind, surface or subsurface, temporary or permanent, or planting any tree or woody plant of any kind within the boundaries of any District Right of Way or Easement in violation of the terms or conditions of such Right of Way or Easement, without express written authorization from the District.
(Cross reference: 3-6-8 Easement Violations)
- 8-1-12** Interference. Any interference with employees or agents of the District in the performance of their duties.
(Cross reference: 3-6-5 Interference; Failure to Permit Inspection)
- 8-1-13** Tampering. Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System.
(Cross reference: 3-6-7 Tampering)
- 8-1-14** Obstructing Flow. Any act that obstructs or is reasonably likely to obstruct the flow of water or wastewater in the District System.
(Cross reference: 3-6-7 Tampering)
- 8-1-15** Violation of Termination/Suspension Order. The entry of any wastewater into the District System in violation of a Suspension or Termination Order.
(Cross reference: 3-3-3 Execution of Order; 3-6-15 Violation of Suspension/Termination Order)
- 8-1-16** False Official Statement; Report. The making or filing with the District of any statement, report or application which he knows or has reasonable cause to know is false or substantially inaccurate, or the omission of any material fact in connection

with such statement, report or application when the omission leaves the remainder of the information given misleading or substantially inaccurate.

(Cross reference: 1-12 DUTY TO REPORT; 3-6-16 False Official Statement; 5-2-1 Approval Standards; 5-2-3 Revocation; 5-7-2 Increased Volume Permits; 5-10-1 Permit Required; 6-8-1.2 (4) Grantor Requirements; 6-10-1.3 (1) Property Owner Requirements; 9A-10 CHANGES IN USE, EQUIPMENT OR SERVICE)

8-1-17 Unauthorized Taking. The taking or using of any water from the District System without having made the payments prescribed in these Rules and Regulations.

8-1-18 Jeopardizing Purity of Water. The use of any fluid or other substance in such a manner as to present the possibility that such substance could enter the District Water System. This prohibition includes, but is not limited to, the use of poisons, insecticides, pest control products, or lawn and plant food products in conjunction with a lawn sprinkling system in such a manner that such fluids could possibly back-flow into and through the service line and enter the District Water System. Insofar as this Section is applicable to lawn sprinkling systems, its requirements shall be deemed to have been satisfied by the use of backflow prevention devices approved by the Colorado Department of Health, as such approval may change from time to time, in good operating condition.

(Cross reference: 3-6-19 Jeopardizing Purity of Water)

8-1-19 Failure to Use Meter. The failure of any person required to use a meter to do so, whether by tampering with the meter in some manner, or otherwise.

(Cross reference: 3-6-17 Failure to Use Meter)

8-1-20 Unauthorized Joining of Two or More Taps. The joining of any two or more taps, allowing a joint use or manifolding of taps to any District Facility or Service Line connected to any District Facility, without the express authorization therefor by the District.

(Cross reference: 3-6-20 Unauthorized Connection of Two or More Taps); 5-1 PERMIT REQUIRED; APPLICATION; 5-4 NON-TRANSFERABILITY OF TAP PERMIT OR TAP FEE; 5-5 MULTIPLE USE OF TAP PROHIBITED; 9A-1 SERVICE LINES)

8-1-21 Water or Other Discharge from Underground Storage Tank (UST) Remediation Projects. The discharge to the District System of any groundwater or other fluid or substance produced or brought to the surface by or in connection with any groundwater cleanup project at or from a leaking UST site, unless a Permit is first requested and approved by the District.

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(Cross reference: 3-6-2 Unauthorized Use or Discharge; 3-6-10 Infiltration; 3-6-19 Jeopardizing Purity of Water)

8-1-22 Swimming Pools. Discharge into the District system of: (a) any swimming pool water through the pool drain, and (b) any pool filter backwash effluent, except as expressly permitted under these Rules and Regulations.

(Cross reference: 3-6-4 Swimming Pool Discharge Violations; 5-10 SWIMMING POOL PERMIT; 9A-4-1 Permit Required)

8-1-23 Cross-Connection Control. The backflow of non-potable water, other liquids or foreign materials into the District System, or the installation of any device which has an effect on inter-connection and cross-connection control without first obtaining District approval thereof.

(Cross Reference: Appendix (B) CROSS CONNECTION CONTROL REGULATIONS)

8-2 SEPARATE VIOLATIONS: For the purposes of this Article 8, a separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue.

8-3 CRIMINAL STATUTES: The following sections of the Colorado Revised Statutes are potentially applicable. Any suspected violation may be reported to the Summit County Sheriff and prosecuted in State Courts:

- 18-4-401 Theft
- 18-4-501 Criminal Mischief (Damages or destruction of property)
- 18-4-503
and 504 Trespass
- 18-5-505
and 506 Tampering (Interruption of Service; unauthorized connection)
- 18-8-102 Obstructing Government Operation
- 18-8-106 Refusing Inspection
- 18-8-111 False Reporting
- 18-8-113 Impersonating Public Servant
- 18-8-114 Abuse of Public Records

8-4 PROHIBITED DISCHARGES: No person shall cause to be discharged to the sewer system or wastewater treatment facilities any prohibited discharges as defined herein, except where suitable treatment has been provided in accordance with the provisions of these Rules and Regulations, and local, state and federal regulations.

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8-4-1 Specific Prohibitions. No person shall cause to be discharged, either directly or indirectly, any substance as follows:

8-4-1.1 Any liquids, solids, or gases which, by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Publicly-Owned Treatment Works (POTW) or to the operation of the POTW. At no time shall 2 successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than 5%, nor any single reading over 10% of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which the POTW, the State, or EPA has notified the user is a fire hazard or a hazard to the system.

8-4-1.2 Solid or viscous substances which may cause obstruction to the flow in a sewer, or other interference with the operation of the wastewater treatment facilities, such as, but not limited to: grease, garbage with particles greater than 1/2" in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass, grinding or polishing wastes, and other like or similar materials.

8-4-1.3 Any wastewater having a pH less than 5.0 or more than 9.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.

8-4-1.4 Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect

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in the receiving waters of the POTW, to contaminate the sludge of any POTW systems, or to exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1251, Section 307(a), as amended from time to time, or state law or regulation.

- 8-4-1.5** Any noxious or malodorous liquids, gases or solids which, either singly or by interaction with other wastes, are sufficient to prevent entry into the sewers for maintenance and repair.
- 8-4-1.6** Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with the sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal.
- 8-4-1.7** Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.
- 8-4-1.8** Any wastewater with objectionable color not removable in the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions.
- 8-4-1.9** Any pollutants, including oxygen-demanding pollutants (BOD, etc.) which a user knows or has reason to know will cause interference to the POTW. In no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than 15 minutes more than 5 times the average 24-hour concentration, quantities or flow during normal operation.
- 8-4-1.10** Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the District in compliance with applicable State Rules and Regulations Pertaining to Radiological Control, published by the Department of Health, State of Colorado.

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- 8-4-1.11** Any wastewater which causes a hazard to human life or creates a public nuisance and is not contained in the wastewater system.
- 8-4-1.12** Any wastewater having a temperature which will cause the temperature of the influent to the wastewater treatment plant to exceed 104 ° F. and/or inhibit the biological activity in the POTW.
- 8-4-1.13** Any water or waste which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between 32° F. (0° C.) and 150° F. (65.5° C.).
- 8-4-1.14** Any water or waste containing free, floating or insoluble oil.
- 8-4-1.15** Wastes from septic tank pumpage or vaults except at locations permitted in writing by the District.
- 8-4-1.16** Waters containing garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers. Solid particles shall be no more than ½" in any dimension.
- 8-4-1.17** Unusual concentrations of dissolved solids.
- 8-4-1.18** Any wastewater containing BOD, total solids, or suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant; provided, however, that a user may be permitted by specific, written agreement with the POTW, which agreement to discharge such BOD or TSS may provide for special charges, surcharges, payments or provisions for treating and testing equipment.
- 8-4-1.19** Ammonia nitrogen, phosphorus or phosphate containing compounds (excluding cleaning compounds), or substances readily converted thereto, in amounts that would cause the POTW to fail to comply with its NPDES permit.

Deleted: 2/25/94

8-4-1.20 Any materials which would present a health risk to plant personnel, or cause the need for unusual protective equipment or precautions under normal work conditions.

8-4-1.21 Any material or substance not specifically mentioned in this Section which in itself is corrosive, irritating or noxious to human beings and animals, or which by interaction with other water or waste in the public sewer system could produce undesirable effects or create any other condition deleterious to structures, treatment processes, and quantity of the receiving stream.

8-4-1.22 Any material or substance which would interfere with the treatment process.

8-5 **FEDERAL AND STATE PRETREATMENT STANDARDS:** No person shall cause to be discharged, either directly or indirectly, any substance in violation of any Industrial Pretreatment Program adopted by the district.

ARTICLE 9

USER REQUIREMENTS

PART A: SERVICES

9A-1 SERVICE LINES:

9A-1-1 Construction. Separate and independent service lines shall be designed, installed and constructed by the Property Owner at his sole cost and expense for every improvement requiring water or sewer service. Such service lines and any other sewer facilities located on the property shall be designed and constructed in accordance with applicable rules, regulations, standards and building codes.

(Cross reference: 5-5 MULTIPLE USE OF TAP PROHIBITED)

9A-1-1.1 Sewer. Sewer service line for multi-family units, commercial establishments or industrial users shall discharge directly into a manhole at the sewer main. Sewer service line for single family residence shall be connected directly to the sewer main with a standard “wye” connection or may discharge directly into a nearby manhole where appropriate.

9A-1-2 Maintenance.

9A-1-2.1 Sewer. The Property Owner shall be responsible for maintaining, repairing and replacing the entire length of his sewer service line. He shall ensure that no root infiltration, surface water, or groundwater enters the District System through his service line or lines. The District may effect the repair or otherwise cure any such condition, and may charge the Property Owner the costs thereof as provided in Section 3-4, but the District is not obligated to effect any repairs or curative work on Property Owner's service line.

(Cross reference: 3-7-10 Infiltration; 8-1-2 Groundwater; Surface Water)

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

9A-1-2.2 Water. Each Property Owner shall be responsible for leaks or breaks in Water Service Lines up to and including the tube nut which threads onto the curb stop. Leaks or breaks must be repaired at the Property Owner's expense, within a reasonable period of time after notification of such condition by the District. The decision of what constitutes a reasonable time period during which to effect repairs shall be within the sole discretion of the District. If satisfactory progress toward repairing said leak or break has not been completed within such time period, the District shall have the right to effect the repair and collect such costs as may be incurred from the Property Owner. The District shall place a lien on the property if such costs are not paid. The District will only repair leaks or breaks occurring between the corporation stop and the curb stop.

9A-2 WATER METERS: All users of District water shall be required to have meters installed to measure the flow of water through the tap. The Property Owner shall, at his sole expense, purchase and install a meter as specified by the District. After the District has approved the initial water meter installation and the property owner has paid all related expenses, the District may accept the meter. After acceptance of the meter by the District, and the expiration of any warranty coverage on the meter, the District shall then be responsible for maintenance, repairs, testing and replacement of the meter. Each meter shall be placed under the direction of the District, and shall have isolation valves on each side (meters larger than 1" only); and a back-flow preventer as specified in Part C of this Article 9 for water services identified by the District. All meters shall be so located as to be inspected easily at any time by District officials.

9A-2-1 Meter Property of District. Once installed, the meter shall be deemed the property of the District, and may not be removed or interfered with except upon prior approval by the District.

9A-2-2 One Building Per Meter. No more than one building shall be served by one meter. A "building" for this purpose is a structurally independent improve-

ment with plumbing facilities installed. No manifolding or looping of two or more meters is permitted.

(Cross reference: 3-6-20 Unauthorized Connection of Two or More Taps)

9A-2-3 Cross Connection Control. Each property owner shall comply with the CDPHE Cross Connection Manual. All fire protection systems must utilize a reduced pressure principle back-flow prevention device.

(Cross reference: Appendix (B) CROSS CONNECTION CONTROL REGULATIONS)

9A-2-4 Irrigation System Metering Any property owner who uses domestic water for irrigation purposes is encouraged to segregate the irrigation use such that a separate meter can be installed by the property owner to meter this use. The District provides a separate Irrigation Charge for this purpose. Any water metered for irrigation must first pass through and be metered by the Building Master Meter before it is metered by the Irrigation Meter. The irrigation meter remains the property of and the responsibility of the property owner.

9A-3 INTERCEPTORS (OIL, GREASE AND SAND TRAPS): Grease trap interceptors are required for all facilities used and operated regularly for the sale of prepared food, including, but not necessarily limited to, restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops and any and all other kinds and types of food vending establishments in which any food preparation (including heating or defrosting in or by means of any kind of oven or heating device) takes place on the premises, whether or not such facilities are located in a separate building or structure, or occupy space in a building or structure that is occupied by other businesses, as well as schools, churches, boarding houses with communal kitchen facilities, nursing homes, and day care centers which have kitchens and engage in the preparation of food. All garbage disposal discharges must go through the grease trap. It is the obligation of the Property Owner to notify the District of any use of the premises that includes the preparation of foods. This Section does not apply to residential homes. Oil, sand or sediment trap interceptors are required for all gas stations, commercial garages and car wash facilities. Property Owner will be required to submit a Certificate of Maintenance to the District each time the interceptor is cleaned. The certificate will need to indicate the quantity of oil, grease and sediment collected and removed at the time of cleaning. Based on historical records and certificates received by the District, the cleaning interval may be adjusted so as not to allow the interceptor to be more than 80 percent full at the time of cleaning.

(Cross reference: 9A-10 CHANGES IN USE, EQUIPMENT OR SERVICE; 9C INTERCEPTOR DESIGN AND INSTALLATION STANDARDS)

9A-3-1 Location. All oil, grease or sand interceptors required to be installed by these Rules and Regulations shall be located outside the building served on private property, and shall be so installed and connected as to be at all times easily accessible for inspection and cleaning. Oil, grease or sand interceptors shall not be closer than 3 feet to any building or property line.

9A-3-2 Installation and Maintenance. Property Owner shall install interceptors in accordance with the provisions of Part C of this Article 9 at his sole cost, and at all times use, maintain, clean and ensure the effective operation of any and all interceptors. If the Property Owner fails to meet these requirements, the District may effect the necessary cleaning, maintenance or repairs, and may charge the Property Owner the cost thereof.
(Cross reference: 3-6-3 Interceptor Violations)

9A-3-3 Inspection. The District may go upon the Property Owner's property to inspect any such interceptor from time to time as it deems necessary, and the Property Owner shall be liable for the Inspection Fees as provided by Section 7-4 above.

9A-4 **SWIMMING POOLS:**

9A-4-1 No person shall discharge or permit to be discharged any Swimming Pool Discharge into the District System except in conformity with conditions of these rules and regulations.
(5-10-2 General Conditions; 5-10-3 Mechanical Controls)

9A-4-2 Inspections. The District may inspect any facilities designed or utilized to permit Swimming Pool Discharge to enter the District System, and Property Owner shall be responsible for payment of the Inspection Fees as provided by Section 7-4 above.

9A-5 **CAR WASH HOLDING TANKS:** Car wash operations may be required to install holding tanks sized to reduce peak flow to the sewer system. In any event, such holding tanks shall not have less than 10,000 gallon capacity. When holding tanks are determined by the District to be necessary, they shall utilize a pump to discharge water from the holding tank to the sewer system. The maximum flow rate of the pump for the installed condition shall not exceed the rate of flow approved by the District.

9A-6 **PRIVATE DISPOSAL SYSTEMS:** Any person permitted to own and operate a private wastewater disposal system shall be responsible to operate, clean, maintain, and dispose of

waste materials from such system in accordance with the terms of any permit therefore. In no event shall waste materials or effluent from such system be discharged into the District System.

(Cross reference: 1-11-2 Exemptions)

9A-7 LIFT STATIONS: If the elevation of any improvement is too low to permit gravity flow of wastewater to the District System, such wastewater shall be lifted and discharged to the District System by a facility conforming to District requirements. If the improvement is a single family residence, the lift station shall be a private facility, and shall be owned, operated and maintained by Property Owner at his sole cost and expense. If a lift station is required for multi-family or commercial use, it shall, upon inspection and acceptance by the District, be a public facility, owned and operated by the District as part of the District System.

9A-8 CERTAIN DRAINS PROHIBITED: No drain may be connected to the District System which would or could permit groundwater or surface water to enter the District System. This prohibition applies to basement drains, and any and all groundwater and surface water drainage structures or systems, or other clearwater connections, without limitation. Sump pumps shall not be connected to or permitted to discharge into the District System.

(Cross reference: 3-6-6 Prohibited Drains)

9A-9 CESSPOOLS AND SEPTIC TANKS: No connection to a District Main will be permitted if the service line extends through or from a cesspool or septic tank.

9A-10 CHANGES IN USE, EQUIPMENT OR SERVICE: Property Owner shall notify the District at any time the use being made of his property changes in such a way that any grease or sand interceptor will or may be required under Section 9A-3, or a For a change in building use to a higher use, *i.e.*, from warehouse to office, or for any expansion in square footage, Tap Fees shall be paid for such proposed use according to the Tap Fee schedule then in effect, with an amount subtracted as a credit for the previously paid fees. The amount subtracted shall be adjusted so that it reflects the current fee schedule. For a change in use to lower use, *i.e.*, office to warehouse, no adjustment will be made.

(Cross reference: 8-1-16 False Official Statement; Report; 3-6-13 Failure to Notify of Use Changes)

9A-11 HYDRANT USE: Fire Hydrants are owned and maintained by the Copper Mountain Metropolitan District. Each Hydrant is provided for emergency use or training use by the Fire Department. No other use is allowed. Water required for construction (dust control, compaction, cleaning, etc.) is available from a designated District fill station only. No exceptions. Construction water user will be required to pay fees and charges established by the District. (Cross reference: Appendix A Fees and Charges)

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

9A-12 SPECIAL SERVICES: The District may enter into special contracts for special purchase of water or sewer service if it is in the District's best interest to do so.

9A-13 CONSTRUCTION CONSULTANTS: The District may enter into contracts with one or more consultants in connection with construction projects in which the District has an interest. Such consultants may be individuals or companies in any profession or trade that, at the discretion of the Board, is deemed capable of providing needed testing, information, pre-construction work, or other assistance, including, but not limited to, design engineering, soils engineering, hydrological engineering, surveying and construction staking, and project supervision. Contracts with such consultants shall be subject to the provisions of Section 9B-1-9, and all subsections thereunder, pertaining to insurance coverage. For purposes of Section 9B-1-9 and its subsections, the term "Contractor" shall include any and all construction consultants as herein defined.
(Cross reference: 9B-1-9 Insurance)

ARTICLE 9

USER REQUIREMENTS

PART B: CONSTRUCTION STANDARDS

9B-1 **GENERAL CONSTRUCTION STANDARDS:** All excavations and other work on Main Extensions, Taps, or other District facilities shall be performed in conformity with and are subject to the requirements and conditions set forth below. The term Contractor as used in this Part B applies also to the Property Owner.

9B-1-1 Compliance. Contractor shall comply with all District, State and Federal Rules, Regulations, Standards and Specifications.

9B-1-2 Safety. It shall be Contractor's responsibility to determine, initiate, maintain and supervise all measures necessary to protect the public during construction.

9B-1-3 Permits. The Contractor shall be solely responsible for determining and obtaining any and all permits required for the work from other governmental entities or agencies having jurisdiction, and shall perform the work in accordance with any and all applicable ordinances, regulations, laws and orders of, or permits issued by, such entities or agencies.

9B-1-4 Subsurface Structures. The District shall make available to the Contractor record drawings showing the location of its facilities in the vicinity of the work, and otherwise comply with all applicable laws and regulations pertaining to the location of the District's underground facilities. The Contractor shall be finally and solely responsible for determining the existence and location of all other subsurface structures in such area, and shall indemnify and hold the District harmless against any and all claims for damages to any such structures.

9B-1-5 Warranty. All materials and workmanship furnished by the Contractor shall be warranted for a period of one year, and shall conform to the provisions of Part C of this Article 9 and to all plans and designs approved by the District, and shall be free from all defects due to faulty or non-conforming materials or workmanship.

- 9B-1-6** Inspections. No inspection or testing will be performed by the District on weekends or holidays, or before 8:00 a.m. or after 5:00 p.m., without the express agreement of the District secured in advance. Whenever an inspection or testing is required by any specific provision of these Rules and Regulations or by the terms of any permit or plan approval, the Contractor shall give the District such notice as is required and shall not cover or otherwise obscure the work to be inspected until the inspection has been made. If required by the District, the Contractor shall uncover or otherwise make such work accessible for inspection when ordered to do so by the District. The inspections, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, testing, or reviews required or authorized by these Rules and Regulations, or by reason of the issuance of any approval or permit for any work subject to this Section.
- 9B-1-7** Independent Investigation. Contractor shall thoroughly examine the work site to ascertain for himself all soil, geological, groundwater and other conditions to be encountered which might affect the work being undertaken. The Contractor shall enter into such work relying on his own investigation and information, and not on any statements or representations, if any, that have been made by the District.
- 9B-1-8** Indemnification. By undertaking any work subject to this Section, Contractor agrees to indemnify and hold harmless the District and the Property Owner on whose property the work performed from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with any work subject to this Section if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault or Contractor, or which arise out of any Worker's Compensation claim of any employee of the Contractor. Contractor shall investigate, handle, respond to any and all claims, and to provide defense for the District and such Property Owner at the sole expense of Contractor. The Contractor also shall bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

9B-1-9

Insurance. Contractor shall not commence work on District facilities until insurance as provided hereunder has been obtained and certificates evidencing the same have been issued by the respective insurance companies to the District. Such insurance companies must have a rating of A plus 2A or better in Best's Insurance Service.

(Cross reference: 9A-12 CONSTRUCTION CONSULTANTS)

9B-1-9.1

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

9B-1-9.2

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

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

(2) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. All Contractors shall request their Worker's Compensation carrier to provide the District with a Certificate

of Insurance naming the District as a holder of a Certificate of Insurance.

(3) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(4) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

(5) Professional Liability insurance with minimum limits of THREE HUNDRED THOUSAND (\$300,000) each claim and SIX HUNDRED THOUSAND DOLLARS (\$600,000) aggregate.

9B-1-9.3

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

9B-1-9.4 Enforcement. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute cause for issuance of a Stop Work Order under 9B-3. In addition, without waiving any other available remedy, the District may procure or renew any such policy or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by the District shall be charged to and paid by Contractor under Section 7-13.

9B-1-9.5 Governmental Immunity. The District relies on, and does not waive or intend to waive the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, 10 C.R.S., as now or hereafter constituted, or otherwise available to the District.

9B-1-10 Record Drawings. Upon completion of the work, Contractor shall submit to the District Record Drawings on electronic media compatible with the District records and certified compaction test results relating to such work.

9B-2 **REQUIRED SUBMITTALS:** No Contractor shall begin any excavation or any other work on any Main Extension, Tap, or other District facilities until he has obtained the prior approval of the District therefor, and has submitted, in addition to any other materials required elsewhere herein, the following, approved as to form by the District:
(Cross Reference: Section 01340 of CMCMD Technical Specifications)

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

9B-2-2 Insurance Certificates. Certificates prepared by Contractor's insurance agent in a form satisfactory to the District evidencing that policies providing the required coverages, conditions, and minimum limits are in full force and

effect. The certificate shall identify the work being performed and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the District. The District reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

9B-2-3 Plumbing Permit. A true copy of a current plumbing permit issued by the Summit County Building Department, containing a description of the work to be performed and authorization therefor, and drawings approved by Summit County.

9B-2-4 Fees. The full amount of all fees payable in advance, or any required costs deposits, or both.

9B-3 STOP WORK ORDERS:

9B-3-1 Order. The District may revoke any approval for work and issue a Stop Work Order upon a determination that the Contractor has violated or has failed to meet any condition of the approval, any provision of this Part B, or any other standard, specification, or rule imposed by the District. A Stop Work Order may be issued orally or in writing by the District Manager or District Engineer, and shall take effect immediately upon the issuance thereof, and remain in full force and effect until rescinded in writing by the District.

9B-3-2 Effect. It is unlawful for any person to do any work in violation of the terms of any Stop Work Order issued pursuant to this Section except such as may be permitted by the District in order to render the construction site safe and secure.
(Cross reference: 3-6-14 Violation of Stop Work Order)

9B-4 CURE OF DEFECTS:

9B-4-1 Order to Cure. If the District determines that any part of the work was not performed in conformity with these Rules and Regulations or approved plans, or is defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty, it may give written notice thereof to the Contractor. Such notice shall specify the non-conformity, direct the Contractor at his cost and subject to this Part B to perform specified curative work, and specify the period of time determined by the District reasonably necessary for completion of the curative work.

9B-4-2 District Cure. If the Contractor fails within the time stated following such notice to cure the nonconformity specified therein, the District, in addition to and without waiving any of its other remedies, may perform the work and charge the Contractor for its actual costs incurred in connection therewith, calculated in accordance with the rates set forth in the Appendix hereto. The provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any charges assessed to Contractor under this Section. (Cross reference: 7-13 CURE CHARGES; 7-17 WITHHOLDING APPROVALS AND PERMITS)

9B-5 **FEES:** Contractor will pay the District all fees imposed and assessed by the District for permits, reviews, inspections, tests, approvals, and any other undertakings performed by the District or its professional consultants in connection with the administration and enforcement of these Rules and Regulations, as provided by Article 7.

9B-6 **RELOCATION OF DISTRICT FACILITIES:** It is the policy of the District to work in cooperation with state and local governmental entities when needed public construction projects require the relocation, adjustment or rebuilding of District facilities. It is the purpose of this Section to set forth the terms and conditions applicable to such relocation, adjustment or rebuilding.

9B-6-1 General Construction Provisions Applicable. All provisions of these Rules and Regulations applicable to Contractors and Property Owners also apply to the activities of any governmental entity in effecting any relocation, adjustment, rebuilding or other work on District facilities which lie in the public way. For purposes of this Section 9B-6 and its subsections, the term "Public Entity" is used to designate the governmental unit requesting relocation, adjustment or rebuilding of District facilities.

9B-6-2 Public Entity to Bear Costs. The public entity shall bear all costs, direct and indirect, of the relocation, adjustment or rebuilding of District facilities.

9B-6-3 Notice of Need For Relocation. The public entity shall notify the District immediately when it has taken under consideration any construction project which will or may require the relocation or adjustment of District facilities. Such notice shall be in writing and shall contain or include the following:

9B-6-3.1 A description of the proposed construction project;

- 9B-6-3.2** An explanation of the necessity of the project which will or may cause the need for relocation of District facilities;
- 9B-6-3.3** A listing of any and all alternatives that have been considered by the public entity that would avoid the need for relocation or adjustment of District facilities, and, for each such alternative that has been rejected, a statement of the reason for its being rejected;
- 9B-6-3.4** All reasons that have been considered by the public entity in reaching the determination that the District facilities need to be or may need to be relocated or adjusted;
- 9B-6-3.5** Drawing or drawings showing all design alternatives under consideration for the project and demonstrating the way in which each proposed design impacts District facilities, and a narrative description of such expected impact, including, but not necessarily limited to, vertical or horizontal distances that the District line or other facility would have to be moved and the nature of any other adjustment, relocation or rebuilding of District facilities that will or may be entailed.
- 9B-6-3.6** The date upon which the proposed construction is planned to commence;
- 9B-6-3.7** A recitation of pertinent financial information, including verification that funds have been properly budgeted and appropriated for the project, the projected costs, whether any other agency or source will participate in the funding, and anticipated disbursement procedures and schedules.

9B-6-4 Meeting With District Engineers. As soon as practicable after the issuance of the notice, engineering representatives of the public entity shall meet with the District engineer or his designee to discuss the project, coordinate the needs of the District and the public entity, and review any alternatives to make certain that all options have been fully considered.

9B-6-5 Preliminary Approval. The District Board of Directors will give preliminary approval to the requested relocation, adjustment, or rebuilding of District facilities as provided in this Section, if the Board of Directors, with the

advice of its consulting engineers and counsel, makes a determination or finding that the following conditions are met:

9B-6-5.1 All requirements of these Rules and Regulations, including but not limited to the provisions of this Section, have been complied with by the public entity;

9B-6-5.2 The Board finds that the construction project causing the request for such relocation, adjustment or rebuilding is necessary;

9B-6-5.3 The Board determines that the public entity has the authority to undertake the project;

9B-6-5.4 The Board finds that the manner in which the project has been planned and implemented has not been arbitrary, capricious, unreasonable or discriminatory against the District;

9B-6-5.5 The Board finds that suitable arrangements have been made to pay the costs of the relocation, adjustment or rebuilding of District facilities; and

9B-6-5.6 The Board finds that no justifiable reason exists in fact or in law for withholding approval.

9B-6-6 Coordinated Construction Schedule. Upon preliminary approval by the District Board, the District's Engineers will meet with the engineering representatives of the public entities to develop a coordinated construction schedule which shall thereafter be adhered to by all parties unless altered by mutual consent.

9B-6-7 Construction Drawings Required. As soon as available, a set of construction plans for the proposed project showing the locations of the District facilities to be relocated, adjusted, or rebuilt shall be provided to the District.

9B-6-8 District Will Elect Whether to Perform Relocation. The District, in its sole discretion, may choose to perform the work itself. If so, the public entity shall pay the cost of such work in accordance with a payment schedule or plan to be agreed upon between the District and the public entity. If the District does not make such election, any relocation, adjustment or rebuilding

performed by the public entity shall be conducted in accordance with these Rules and Regulations in all particulars, and be in accordance with plans approved by the District. Such work shall be accomplished without impairing or interrupting the District's ability to provide service to its constituents. The public entity shall warrant all work against any and all defects and workmanship or materials for a period of 2 years.

9B-6-9

District to be Reimbursed for All Direct and Indirect Costs. Any and all costs incurred by the District as a reasonable consequence of the public entity's request for services to be provided by the District in connection with any relocation, adjustment or rebuilding of District facilities under this Section, whether deemed direct or indirect, shall be reimbursed to the public entity. All charges for plan reviews and inspections shall be paid in advance in accordance with the applicable provisions of these Rules and Regulations. (Cross reference: 7-3 PLAN REVIEW FEES; 7-4 INSPECTION FEES)

ARTICLE 9

USER REQUIREMENTS

PART C: INTERCEPTOR DESIGN AND INSTALLATION STANDARDS

- 9C-1 GENERAL:** All work for design and installation of grease, sand or other type interceptors shall be performed in conformity with and are subject to the requirements and conditions set forth in Part B of Article 9.
- 9C-2 ENGINEERING REVIEW** Three sets of plans and specifications, including complete mechanical and plumbing sections with interceptor detail and calculations shall be submitted to the District for review prior to construction. Interceptor designs must meet the criteria set forth in the following paragraphs and in accordance with the appropriate sections in the District's Rules and Regulations.
- 9C-3 DESIGN STANDARDS** All designs shall conform to the Uniform Plumbing Code. It is the Contractors and/or Customer's responsibility to determine the adequate size of the interceptor.
- 1) The minimum size of the interceptor shall be determined by the maximum flow or expected maximum flow to the interceptor.
 - 2) Where actual flow is unknown, expected flow can be determined by fixture-unit values from the Uniform Plumbing Code, or Plumbing and Drainage Institute. Fixture-unit values are then converted to GPM discharge rates on the basis of one fixture-unit equaling 7.5 GPM discharge from the fixture. Table 9C-3-1-1 gives sample fixture-unit values and equivalent discharge flow.

Where applicable, flow may be on the maximum number of meals served at peak periods of the day. Volume, in gallons, of the interceptors shall be 2½ times the number of meals served.
 - 3) The flow to the interceptors shall not exceed 2½ times the certified gallons per minute flow rating of the given interceptor.
 - 4) If flow to the interceptor is continuous, upsize the interceptor by 50%.
 - 5) Any grease interceptor installed with the inlet more than four feet lower in elevation than the outlet of any fixture discharging into such interceptor shall have an approved rate of flow which is not less than 1½ times greater than the rated capacity.
 - 6) Interceptors shall discharge to a storage tank.

- 7) Provide cleanouts and backwater valve for each installation.
- 8) Each interceptor shall be provided with an approved flow control or restricting device installed in a readily accessible and visible location in the inlet of each interceptor.
- 9) Flow control devices shall be designed such that the flow shall at no time be greater than the rated capacity of the interceptor. No flow control device having adjustable or removable parts shall be approved.
- 10) Each flow control fitting shall be provided with an air intake/vent.

Table 9C-3-1-1

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

9C-4 INSTALLATION Interceptors can be located inside or outside the building on private property. All drains from the kitchen, food preparation, dish washing, and other similar type areas shall be connected to the appropriate interceptor. Garbage grinders not connected to the grease interceptors shall not be used for disposal of grease. All drains from automotive servicing areas will be connected to oil and sand interceptors.

- 1) It is not advisable to have a long horizontal run of piping, which is below the static water level in the interceptor. All piping below this level will be filled with water and grease modules and the grease will solidify, plugging the pipe. If a low inlet is used, provide adequate clean flushing water.
- 2) When using high inlets, note that gases from the interceptor may pass back through the drain opening. An additional trap should be considered under the sink.
- 3) Where installations are set in a pit, provide grating or other removable cover for access.

- 4) Vent installation - all flow control devices shall be connected to vent stack or vent not lower than the flow level of the highest drain serviced, or terminated in a return bend at the same elevation outside the building. Intake air/vent shall terminate with elbow turned down.

APPENDIX A – RULES AND REGULATIONS
FEEES AND CHARGES

COPPER MOUNTAIN CONSOLIDATED AND METROPOLITAN DISTRICT

1. TAP FEES

1 SFE Water	\$5000.00
1 SFE Sewer	\$5000.00

The total tap fee for a project or structure increases proportionally to the number of SFE present. Exhibit 1, attached hereto, provides a listing of all classes of SFE and their resulting SFE values.

2. INSPECTION FEES

PLAN REVIEW

BY DISTRICT PERSONNEL	\$40.00 PER HR
BY DISTRICT ENGINEER	AT BILLED RATE

CONSTRUCTION INSPECTION

BY DISTRICT PERSONNEL	\$40.00 PER HR
BY DISTRICT ENGINEER	AT BILLED RATE

ANY OTHER REQUESTED INSPECTION
OR CONSULTATION

BY DISTRICT PERSONNEL	\$40.00 PER HOUR
BY DISTRICT ENGINEER	AT BILLED RATE

3. INCLUSION FEES

actual cost
recovery

4. SERVICE CHARGES

WATER PER MONTH	\$24.00/SFE
SEWER PER MONTH	\$24.00/SFE
WATER DOMESTIC OVER AVERAGE	\$4.00/1000 GAL
WATER IRRIGATION	\$2.00/1000 GAL

Water charges for domestic over average and irrigation are computed and billed quarterly along with that months service fee bill.

5. CHARGES FOR CONSTRUCTION WATER

TEMPORARY ACCOUNT SETUP FEE	\$24.00/YEAR
CONSTRUCTION WATER	\$2.00/1000 GAL

Charges for construction water are computed and billed monthly. Initial bill will include District setup fee for temporary account. Payment in full for all construction water charges is due by the end of the year.

6. Variance Fees	\$150.00 plus actual costs
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District Backcharges: In matters indicating actual cost recovery, or in matters other than those listed above, or in connection with unusual circumstances requiring extensive District involvement, the District will charge all of its actual costs to the property owner. (Reference Definitions 2-2 Actual Costs).

**EXHIBIT 1
SINGLE FAMILY EQUIVALENT UNIT RATING**

USE	SFE
APARTMENTS, TOWNHOMES, AND CONDOMINIUMS	
each bedroom including lofts	0.2
each bathroom or portion of	0.2
each kitchen	0.2
HOTEL OR OVERNIGHT RENTAL UNITS	
per bed space	0.5
RESTAURANTS, BARS, LOUNGES, DELIS, CAFETERIAS AND CONVENTION SPACE	
first 500 square feet	1
each square foot over 500	0.002
each square foot of deck seating	0.001
MICROBREWERY ESTABLISHMENTS (Reference attached Note 1)	
LAUNDRY FACILITIES	
self service public machines per machine	1.3
commercial per machine	8
OFFICE AREAS, each square foot	0.0008
RETAIL AREAS, each square foot	0.0005
AUTOMOBILE SERVICE STATIONS	
each hose island	1.5
car wash, per bay	1
FIRE STATIONS, MAINTENANCE BUILDINGS, WAREHOUSES	
per square foot	0.00015
CHURCHES, per square foot	0.0002
HEALTH CLUBS, SPAS, FITNESS CENTERS	
per square foot	0.0015
SWIMMING POOLS	
commercial per 1000 gallons	0.035
residential per 1000 gallons	0.025
Jacuzzi, hot tub commercial	0.15
DAY CARE CENTERS per child capacity	0.01

HOSPITALS, MEDICAL CLINICS

per square foot

0.0008

**EXHIBIT 1
SINGLE FAMILY EQUIVALENT UNIT RATING**

NOTES

- 1.** Microbrewery Establishments: To determine initial tap fee charges, the SFE unit rating will be estimated based on District review of plans. Actual flows, BOD and TSS concentrations will be determined by the District based on field monitoring and testing of discharges at a control manhole provided by the property owner. The District will adjust the SFE unit rating based on evaluation of the actual discharge flows, BOD and TSS concentrations.

APPENDIX B – RULES AND REGULATIONS
CROSS CONNECTION CONTROL REGULATIONS

COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

This document is adopted by Copper Mountain Consolidated Metropolitan District to promote and sustain the high quality of drinking water furnished to the District's water customers; to protect the District's public potable water supply system from the possibility of contamination or pollution by backflow, back siphonage or back pressure; to promote the elimination or control of existing cross connections, actual or potential; and to provide for the maintenance of a continuing program or cross-connection program.

- A. The authority to implement and maintain a cross-connection control program is contained in the following legislative actions:
1. Colorado Revised Statutes (CRS) Section 25-1-114 and 25-1-114.1.
 2. Colorado Primary Drinking Water Regulations (CPDWR) Article 12 Control of Hazardous Cross-Connections.
 3. Colorado Cross-Connection Control Manual, Colorado Department of Public Health and Environment, latest edition.
 4. Code of Federal Regulations Occupational Safety and Health Administration.
 5. Copper Mountain Consolidated Metropolitan District Cross-Connection Control Resolution.
 6. Regional Building Code
 7. Colorado Plumbing Code
 8. Uniform Plumbing Code of the International Plumbing and Mechanical Officials/International Plumbing Code.
 9. Uniform Swimming Pool, Spa and Hot Tub Code.
 10. Colorado Swimming Pool and Mineral Bath Regulations.

11. Uniform Solar Code.

B. Reference manuals adopted for guidelines on cross-connection Control:

1. Colorado Cross-Connection Control Manual, Colorado Department of Public Health and Environment, latest edition.
2. American Society of Sanitary Engineering, Backflow Prevention Assemblies Standards Program.
3. The Environmental Protection Agency, Cross-Connection Control Manual.
4. Manual of Cross-Connection Control, Foundation for Cross-Connection Control and Hydraulic Research (FCC and HR), University of Southern California.
5. Recommended Practice for Backflow Prevention and Cross-Connection Control AWWA Manual M14.
6. Definitions of terms used in this regulation are those contained in "Colorado Department of Public Health and Environment Cross-Connection Manual" available for review at the District Office.

C. General Requirements:

1. Building plans submitted to the Copper Mountain Consolidated Metropolitan District will be reviewed and approved prior to issuance of a Summit County building permit. Building plans must show:
 - a. Water service size, type, and location
 - b. Meter size and location
 - c. Backflow prevention assembly size, type, and location
 - d. Fire sprinkling system(s) service line, size and type of backflow prevention device
2. Backflow prevention devices are to be installed in an accessible location to facilitate maintenance, testing and repair.
3. All backflow assemblies shall be installed immediately downstream of the water meter.
4. Before installing the backflow prevention assembly, pipelines should be thoroughly flushed to remove foreign material.
5. In no case will it be permissible to have connections or tees between the meter and service line backflow prevention assembly.

6. In no case is it permissible to connect the relief valve discharge on reduced pressure assemblies into a sump, sewer, drainage ditch, etc..
7. Backflow prevention valves are not to be used as the inlet or outlet valve of the water meter. Backflow preventer test cocks should never be used as supply connections and should be plugged except when being tested.
8. In order to ensure that backflow prevention assemblies continue to operate satisfactorily, it will be necessary that they be tested at the time of installation and on an annual basis thereafter. Such test will be conducted in accordance with FCCC and HR performance standards and field test procedures as directed by the Colorado Department of Public Health and Environment. Test results to be provided to the District.
(Cross reference: F -1 Testing and Maintenance)
9. Final inspections on new or retrofit installations will be performed only after the backflow assembly has been tested. The test results, plumbing permit, and test permit number will be supplied at the time an inspection is scheduled or to the inspector on the job site. Inspection may be scheduled by phone 48 hours prior to the time requested. Access arrangements shall be made by the technician.
(Cross reference: F -1 Testing and Maintenance)
10. Copper Mountain Consolidated Metropolitan District shall inspect all installations.
11. All cost for design, installation, maintenance, repair and testing are to be borne by the customer.
12. No grandfather clause exists. All laws and regulations apply regardless of the age of the facility.
13. All glycol (ethylene or propylene), or antifreeze systems shall have an approved Reduced Pressure Zone assembly (RPBP) for containment.
14. Dry fire systems shall have an approved Reduced Pressure Backflow Preventers (RPBP) installed upstream of the air pressure valve.
15. Single-family residence with a fire sprinkler system and domestic water combined shall have a RPBP when no chemicals are used.
16. All fire sprinkler systems shall conform to the following sections of the National Fire Protection Association Standard 13 and 25.

D. Standards for Backflow Prevention Assemblies:

1. Any backflow prevention assembly required herein shall be of a model and size approved by Copper Mountain Consolidated Metropolitan District. The term “Approved Backflow Prevention Assembly” shall mean an assembly that has been manufactured in full conformance with the standards established by the latest version of the Colorado Department of Public Health and Environment Cross-Connection Control Manual and the Copper Mountain Consolidated Metropolitan District.

Final approval shall be evidenced by a “Certificate of Approval” issued by an approved testing laboratory certifying full compliance with Colorado Department of Public Health and Environment standards and FCCC & HR Specification. The following testing laboratory is qualified to test and certify backflow prevention devices:

Foundation For Cross-Connection Control and Hydraulic Research
University of Southern California
OHE 430-D University Park-MC 1453
Los Angeles, California 90089-1453

2. Only approved backflow prevention assemblies shall be used. See latest Colorado Department of Public Health and Environment “Cross-Connection Control Manual” available for reference the District Office. See Chapter 4 for selection criteria.
3. Backflow preventers currently installed which are not approved shall be replaced with an approved assembly within three (3) years of adoption of this regulation unless the backflow preventer fails an annual operational test. If the device fails any such test, it shall be replaced within 48 hours with an approved device.
4. Backflow devices used on fire lines shall have outside stem & yoke valves (O.S & Y. valves) and be listed by the National Fire Protection Association.

E. Installation:

1. Backflow prevention assemblies shall be installed in accordance with drawings and standards contained in the Colorado Department of Public Health and Environment manual of Cross-Connection Control.
2. Backflow prevention assemblies installations shall be inspected and approved for use by Copper Mountain Consolidated Metropolitan District. Inspections can be scheduled by calling (970) 968-2390 at least 48 hours in advance of the desired inspection time.

3. All backflow assemblies shall be installed in the horizontal position. Vertical installation shall be acceptable when approved by ASSE or USC FCCC & HR specifications. Variance may be granted by review from the Copper Mountain Consolidated Metropolitan District.
4. A pressure vacuum breaker shall only be used where the assembly is never subjected to backpressure and installed a minimum of 12 inches above the highest piping or outlet downstream of the device in a manner to preclude backpressure.
5. An atmospheric vacuum breaker shall be used only where the assembly is:
 - a. Never subjected to more than 12 hours continuous pressure
 - b. Installed as an isolation assembly
 - c. Installed with the air inlet in a level position and a minimum of six (6) inches above the highest piping or outlet it is protecting
6. No valves shall be permitted downstream of the device.
7. The single check valve is not considered to be a backflow prevention device.
8. Reduced pressure backflow preventers will be installed above ground. The unit should be placed at least twelve (12) inches above the finish grade to allow clearance for repair work. A concrete slab at finish grade is recommended. Proper drainage should be provided for the relief valve and may be piped away from the location, provided it is readily visible from above grade and the relief valve is separated from the drain line by a minimum of double the diameter of the supply line. Vault installations are strictly prohibited. Freezing is a major problem in this area. Precautions should be taken to protect above ground installations.
9. Reduced pressure zone backflow preventer may be installed in a basement provided the assembly is equipped with an adequate drain with an effective opening of twice the diameter of the assembly.

F. Testing and Maintenance:

1. It will be the duty of the customer/user at any premises where the backflow prevention assemblies are installed to have certified inspections and operational test made of the assemblies at least once per year. In those specific instances where Copper Mountain Consolidated Metropolitan District deems the hazard to be great enough, they will require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by a certified technician approved by the Colorado Department of Public

Health and Environment District Manager or Water Distribution and Wastewater Collection Systems Certification Council. An inspection of the assembly may be performed at any time complying with Section 7.0 of the Colorado Department of Public Health and Environment Cross-Connection Control Manual.

2. As necessary, the device(s) shall be repaired at the expense of the customer/user whenever the device(s) are found to be defective. Records or copies of all such test, repairs, or replacements shall be kept with a copy sent to:

Copper Mountain Consolidated Metropolitan District
513 Copper Road
P.O. Box 3002
Copper Mountain, CO 80443

3. The technician who will perform the test shall call Copper Mountain Consolidated Metropolitan District for a test permit number which must appear on all forms.
4. Existing assemblies shall be tagged or sealed by the technician performing the test at the completion of the test.
5. All testing gauges shall be checked yearly for accuracy, or more often in the event of questionable readings, and be kept in good operating condition.
6. Copper Mountain Consolidated Metropolitan District retains the right to test or otherwise check the installation and operation of any containment assembly at any time to assure proper operation.

G. Right Of Entry:

1. A representative of Copper Mountain Consolidated Metropolitan District will carry credentials of his/her office. By previously arranged appointment and upon presentation of proper credentials, the Copper Mountain Consolidated Metropolitan District representative shall have the right of entry to inspect any and all buildings and premises for cross-connections relative to possible hazards. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of the people throughout the Copper Mountain Consolidated Metropolitan Districts distribution system. Where building security is required, the backflow assembly(s) should be located in an area not subject to security. Questions regarding proper credentials should be directed to the Copper Mountain Consolidated Metropolitan District.

H. Violations:

1. Failure of the Customer to cooperate in the installation, maintenance, testing or inspection of backflow prevention assemblies required by this resolution shall be grounds for the discontinuance of water service to the premises or the requirement for an air-gap separation from the public potable water system.
2. Service of water to any premises may be discontinued by Copper Mountain Consolidated Metropolitan District if unprotected Cross-Connections exist on the premises. When any defect is found in an installed backflow prevention assembly, or if backflow prevention assembly has been removed or bypassed, the service may be discontinued. Service shall not be restored until such conditions or defects are corrected.
3. Discontinuance of service may be summary, immediate, and without written notice whenever, in the judgment of Copper Mountain Consolidated Metropolitan District, such action is necessary to protect the public potable water supply or the distribution system.

I. Implementation:

1. Within or before the time periods listed below, each type of customer shall notify Copper Mountain Consolidated Metropolitan District of their compliance with this regulation:

<u>Customer Category</u>	<u>Compliance Date</u>
All new construction	As constructed
Commercial/Industrial	Within 12 months
Residential incorporating the following:	
Fire sprinklers	Within 18 months

Notification shall include type, brand, serial number and location of the appropriate assembly, together with the date of installation and test results.

Adopted this _____ day of _____, 2001

Copper Mountain Consolidated Metropolitan District

By _____

Attest:

APPENDIX C- RULES AND REGULATIONS
INCLUSION PETITION FORM

Copper Mountain Consolidated Metropolitan District
Copper Mountain, Colorado 80443 (970) 968-2390

DISTRICT COURT, SUMMIT COUNTY, STATE OF COLORADO

Civil Action no.

**PETITION FOR INCLUSION INTO COPPER MOUNTAIN CONSOLIDATED
METROPOLITAN DISTRICT**

Pursuant to S32-4-408(2), Colorado revised Statutes, the undersigned Petitioners being the only fee simple owners of the within described real property, petition the Board of Directors of the Copper Mountain Consolidated Metropolitan District to have such real property included within the boundaries of the Copper Mountain Consolidated Metropolitan District.

A description of the property to be included in the Copper Mountain Consolidated Metropolitan District is as follows:

The undersigned Petitioners assent to the inclusion of the above-described real property in the District and pray that the Petition be granted and the Board of Directors enter an Order that the above-described real estate be included within the boundaries of Copper Mountain Consolidated Metropolitan District.

Petitioners further pray that the Board of Directors of the Copper Mountain Consolidated Metropolitan District take such action as is necessary to see that said land is included within the boundaries of the District.

Respectfully submitted,

Date: _____.

Signature

Address

Date: _____.

Signature

Address

STATE OF COLORADO

)

) SS

SUMMIT COUNTY

)

Subscribed and sworn to before me this _____ day of _____, 20__, by

_____.

Witness my hand and official seal.

My Commission expires: _____.

Notary Public

Address

STATE OF

)

) SS

COUNTY OF

)

Subscribed and Sworn to before me this _____ day of _____, 20__, by _____

_____.

Witness my hand and official seal.

My Commission expires:

Notary Public

Address

POLICIES AND PROCEDURES

MEMORANDUM OF UNDERSTANDING

PART I. GENERAL PROVISIONS

- A. Purpose: This memorandum shall be known as the Policies and Procedures Memorandum of Understanding and shall serve to establish the Policies and Procedures that Developers and Contractors need to follow when constructing new facilities within Copper Mountain Consolidated Metropolitan District (District) boundaries. The Policies and Procedures discussed herein are in addition to the District's Rules and Regulations (latest edition), and the District's Standard Specifications and Details.
- B. Scope: The Policies and Procedures outlined in this memorandum include:
1. Design Procedures: The steps that need to be followed in the design and approval of any system improvements prior to construction.
 2. Construction Standards: The general compliance, safety, warranty, inspection, submittal, meetings and several other Policies and Procedures that must be followed during construction.
 3. Conditional and Final Acceptance: The steps that need to be taken after construction to transfer responsibility and ownership of the system improvements to the District.
 4. Developer/Contractor Checklist: A checklist for the entire process from design, construction, and acceptance.
 5. Forms: Improvements Agreement, Notice of Agreement, Notice to Proceed with Construction, Conditional Acceptance, and Final Acceptance Forms.

The scope of this memorandum does not include the Policies and Procedures for Inclusions. Inclusions are specifically covered in Article 4 of the Rules and Regulations. It is assumed that all system improvements pertaining to the Policies and Procedures in this memorandum are to be constructed on property that has already been legally included into the District.

PART II. DEFINITIONS

- A. Conditional Acceptance: When construction of the system improvement is complete and ready for operation, and all submittals, bonds, and evidence of compliance have been approved by the District. The date with the warranty period begins.
- B. Contractor: Any person, group, corporation, or other entity who performs any work either for himself or another, on any new or existing water or sewer facilities, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.
- C. Developer: Any person, group, corporation, or other entity, developing or proposing to develop land for the purpose of sale or disposal of land within the District.
- D. District: Copper Mountain Consolidated Metropolitan District, Summit County, Colorado, and its board of directors, manager, authorized employees, agents, offices, insurers, and professional consultants.
- E. District Engineer: Licensed engineer who has contracted to do engineering work and consultation for the District.
- F. Final Acceptance: Conveyance of all water and sewer improvements from the Developer/Contractor/Grantor to the District upon satisfactory completion of the one year warranty period.
- G. District System: Plants, facilities, systems and assets owned and directly controlled by the District as used herein, the term includes both water and sewer systems unless otherwise specified. Service lines are not part of the District system.
- H. Grantor: The entity financially responsible for the installation facilities together with any entity or persons holding encumbrances on the property.
- I. Improvements Agreement: The written agreement between the District and Developer/Contractor covering the work to be performed.
- J. Policies and Procedures: This document
- K. Rules and Regulations: Procedures, rules, regulations and policies promulgated by the District, including periodic updates.
- L. Standard Specifications and Details: The minimum technical standards and details and related operating rules for design, installation, construction and maintenance of all water and sewer facilities within the District.

- M. System Improvements: The total construction of the work to be provided under the Improvements Agreement.

PART III. SYSTEM IMPROVEMENTS

- A. Approval Required; Improvements Agreement: No person shall commence any construction to improve the District's system without prior written approval of the District, following formal application and upon compliance with the District Rules and Regulations, these Policies and Procedures, and the Standard Specifications and Details. Any person desiring to make improvements to the District's System shall enter into a written Improvements Agreement with the District setting forth any or all terms and conditions applicable to such improvements.
- B. Location: System improvements shall be installed only in rights-of-way or easements deeded to the District, or in platted easements or roads or streets which have been approved by the County or State, or other public agency as a public right-of-way. Rights-of-Way or easements not on public rights-of-way shall be granted to the District by the property owner at no cost. The property owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of all easements and rights-of-way necessary for the system improvements. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.
- C. Design and Construction: The Developer shall be solely responsible for all costs and expenses of design, construction, and installation of all system improvements, including fees paid to the District for plan review, and construction observations, inspections, supervision.
- D. Design Review and Construction Supervision: The District will be responsible for and will perform all design review and construction supervision for system improvements. Design review and construction supervision will be by either District employees, or by District Engineer.
- E. Design Procedure: The following steps will be followed in the design of any system improvements project.
 - 1. The Developer shall, as far in advance as possible, inform the District in writing with a Letter of Intent, of the type of system improvements project (water, sewer, or both), the estimated capacity requirements, the geographical location, and the desired completion date.
 - 2. Within 21 days after the District's receipt of the written information required above, the District shall schedule a preliminary project meeting with the

Developer, at which time all available information and data will be shared and discussed, general project design alternatives (alignment options, etc.) will be identified to the extent possible, a project timeline will be established, and a scope of work for design review and construction supervision will be submitted by the Developer.

3. As soon as practicable after the preliminary project meeting, the District will meet with its District Engineer to review the scope of work, and make any appropriate modifications thereto, which changes shall be submitted to the Developer for approval. All costs and expenses incurred by the District in the process of establishing and finalizing the scope of work shall be borne by the Developer.
4. The Developer will complete preliminary design of the project in accordance with the project timelines, showing the general alignment and configuration of the facilities, with preliminary project specifications for District approval. Two copies of the preliminary design plans and specifications are required for District review. Should the District, within 30 days of the receipt of the preliminary design, express objection or concern about the preliminary design, a meeting will be held with the District, the Developer, and the District Engineer. At such meeting, all constructive comments and specific alternatives will be considered, and any appropriate adjustments to the preliminary design made and set forth in writing.
5. When the preliminary design is agreed upon, the Developer shall proceed with final design of the project, which shall include an estimate of the project construction costs, and shall submit the same to the District in accordance with the project timelines for approval. Two copies of the final design plans and specifications are required for District review. Should the District, within 30 days of the receipt of the final design, express objection or concern about the final design, a meeting will be held with the District, the Developer and the District Engineer. At such meeting, all constructive comments and specific alternatives will be considered, and any appropriate adjustments to the final design made and set forth in writing.
6. The District will use its best efforts to respond promptly to contacts by the Developer, and to shorten the overall time table for the Project to the extent practicable.
7. Final plans shall be prepared by and signed by a Professional Engineer licensed in the State of Colorado.

8. Final plans should not be submitted for work that will not be commenced within six months of the approval date. If construction of the improvements does not begin within six months of the approval date, or if construction is halted for more than six months, then plans must be resubmitted for review and approval.
- F. Plan Review and Approval: No construction of any system improvements shall begin unless and until the plans and design have been reviewed and approved by the District, and until the District has issued written notice that construction may begin, and a preconstruction conference is held.
- G. Letter of Credit: A letter of credit in an amount equal to the estimated cost of construction will be due to the District from the Developer before any system improvements construction commences. If collateral to guarantee performance of construction and installation of the system improvements has been submitted to Summit County and approved as part of the County's Land Development requirements, then evidence of such collateral shall be submitted to the District.
- H. Plan Review Fees: Whenever any provision of these Policies and Procedures requires a review of plans and design by the District, the Developer shall pay a fee per hour for review when the same are submitted for review. Plans or any portion thereof requiring revision are subject to a subsequent fee when resubmitted. See Article 7 and Appendix B of the Rules and Regulations for the Rates and Charges Schedule.
- I. Construction/Inspection/Supervision Fees: Construction/Inspection/Supervision fees shall be paid upon District approval of construction plans submitted for review. See Article 7 and Appendix B of the Rules and Regulations for the Rates and Charges Schedule.

PART IV. CONSTRUCTION STANDARDS

- A. General Construction Standards: All excavations and other work on new or existing main extensions, taps, or other District facilities shall be performed in conformity with and are subject to the requirements and conditions set forth below. The term Contractor as used herein applies also to the Property Owner.
 1. Compliance: Contractor shall comply with all District, State, County, and Federal Rules, Regulations, Policies, Procedures, Standards and Specifications. **Contractor shall comply with the Best Management Practices (BMPs) set by the Federal Clean Water Act and State regulation for site preparation and for Erosion, and Sediment and Runoff control.**
 2. Safety: It shall be Contractor's responsibility to determine, initiate, maintain and supervise all measures necessary to protect the public during construction.

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

- i. Subsurface Structures: The District shall make available to the Contractor record drawings showing the location of its facilities in the vicinity of the work, and otherwise comply with all applicable laws and regulations pertaining to the location of the District's underground facilities. The Contractor shall be finally and solely responsible for determining the existence and location of all other subsurface structures in such area, and shall indemnify and hold the District harmless against any and all claims for damages to any such structures.
- ii. Warranty: All materials and workmanship furnished by the Contractor shall be warranted for a period of one year, and shall conform to the provisions of this section and to all plans and designs approved by the District, and shall be free from all defects due to faulty or non-conforming materials of workmanship.
- iii. Inspections: No inspection or testing will be performed by the District on weekends or holidays, or before 8:00 a.m. or after 4:30 p.m., without the express agreement of the District secured in advance. Whenever an inspection or testing is required by any specific provision of these Policies and Procedures or by the terms of any permit or plan approval, the Contractor shall give the District such notice as is required and shall not cover or otherwise obscure the work to be inspected until the inspection has been made. If required by the District, the Contractor shall uncover or otherwise make such work accessible for inspection when ordered to do so by the District. The inspections, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, testing, or reviews required or authorized by these Policies and Procedures, or by reason of the issuance of any approval or permit for any work subject to this Section.
- iv. Independent Investigation: Contractor shall thoroughly examine the work site to ascertain for himself all soil, geological, groundwater and other conditions to be encountered which might affect the work being undertaken. The Contractor shall enter into such work relying on his own investigation and information, and not on any statements or representations, if any, that have been made by the District.

- v. Indemnification: By undertaking any work subject to this Section, Contractor agrees to indemnify and hold harmless the District and the Property Owner on whose property the work performed from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with any work subject to this Section if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or which arise out of any Worker's Compensation claim of any employee of the Contractor. Contractor shall investigate, handle, respond to any and all claims, and to provide defense for the District and such Property Owner at the sole expense of Contractor. The Contractor also shall bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
 - vi. Insurance: All insurance certificates required of the contractor by the Developer/Property Owner shall also list the District as additionally insured. No work shall commence on the system improvements until the District has been provided with Certificates of Insurance naming the District as a holder of a Certificate of Insurance.
- b. Required Submittals: No Contractor shall begin any excavation or any other work on any new or existing main extension, tap, or other District facilities until he has obtained the prior approval of the District therefor, and has submitted, in addition to any other materials required elsewhere herein, the following, approved as to form by the District:
- i. Written Improvements Agreement: A written improvements agreement duly signed by Contractor (1) acknowledging his consent to be bound by the provisions of Section A above; (2) warranting that the work will conform to such provisions and will be free from defects due to faulty or nonconforming materials and workmanship; (3) agreeing to indemnify the District as provided above; and (4) agreeing to pay any and all applicable fees and charges in connection with the work.
 - ii. Fees: The full amount of all fees payable in advance, or any required costs deposits, or both.
 - iii. Letter of Credit: A letter of credit in an amount equal to the estimated costs of construction, or evidence of such collateral if submitted to the County.

- c. Preconstruction Meeting: A preconstruction meeting will be held within ___ days of the Notice to Proceed with Construction. The Contractor will submit for District approval:
 - a. A construction schedule
 - b. A submittal schedule
 - c. Certificates of compliance
 - d. Progress meeting schedule
 - e. Inspection schedule
 - f. Pre-installation meeting schedule

- d. Construction Progress Meetings: Depending on the scope of the system improvements, the District may require weekly construction progress meetings.

- e. Stop Work Orders: The District may revoke any approval for work and issue a Stop Work Order upon a determination that the Contractor has violated or has failed to meet any condition of the approval, any provision of these Policies and Procedures, or any other standard, specification, or rule imposed by the District. A Stop Work Order may be issued orally or in writing by the District Manager or District Engineer, and shall take effect immediately upon the issuance thereof, and remain in full force and effect until rescinded in writing by the District.
 - i. Effect: It is unlawful for any person to do any work in violation of the terms of any Stop Work Order issued pursuant to this Section except such as may be permitted by the District in order to render the construction site safe and secure.

- f. Cure of Defects:
 - i. Order to Cure: If the District determines that any part of the work was not in conformity with these Policies and Procedures or approved plans, or is defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty, it may give written notice thereof to the Contractor. Such notice shall specify the non-conformity, direct the Contractor at his cost to perform specified curative work, and specify the period of time determined by the District reasonably necessary for completion of the curative work.

 - ii. District Cure: If the Contractor fails within the time stated following such notice to cure the non-conformity specified therein, the District, in addition to and without waiving any of its other remedies, may perform the work and charge the Contractor for its actual costs incurred in connection therewith.

- g. Fees: Contractor will pay the District all fees imposed and assessed by the District for permits, reviews, inspections, tests, approvals, and any other undertakings performed by the District or its professional consultants in connection with the administration and enforcement of these Policies and Procedures.

B. PART CONDITIONAL AND FINAL ACCEPTANCE

a. Conditional Acceptance

- i. Standards. Upon completion of construction, a request shall be submitted to the District for a preliminary inspection and Conditional Acceptance of the system improvements. The system improvements will qualify for Conditional Acceptance by the District when all of the following conditions have been met:

1. District Review: The District has determined that the system improvements have been constructed and connected to District facilities in conformity with these Policies and Procedures, the Standard Specifications and Details, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.
2. Grantor Requirements: Grantor has tendered and the District has approved the following:
 - a. Record drawings of the system improvements on reproducible vellum and with a disk copy in the latest version of AutoCAD, and certified compaction test results;
 - b. Key map pages consistent in form and content with current District requirements as to key maps showing the location of all component parts of the system improvements, or other arrangements approved in writing by the District have been made for the preparation thereof;
 - c. A 12-month maintenance bond, or other security approved by the District, in an amount equal to 25% of the costs of constructing the system improvements, or such greater amount as may be reasonably determined by the District on account of special circumstances of the particular system improvements, or any portion thereof;
 - d. A duly executed written statement that all suppliers of labor and materials have been fully paid, with lien waivers attached;
 - e. A duly executed written assignment of all manufacturer's warranties on materials, if applicable;

- f. Payment of all sums then due to the District in connection with the system improvements;
 - g. Operation and Maintenance Manuals, if applicable.
 - ii. Approval; Tap Permits: The District shall evaluate the request for Conditional Acceptance, and give written notice to the Grantor of its action, stating any special conditions attached to the Conditional Acceptance, or the reasons for denial of the request, if applicable. No taps or service connections to the system improvements will be permitted, nor will the District accept applications for such taps, until the District has conditionally accepted the system improvements as herein provided.
 - iii. Effective Date: Conditional Acceptance shall be effective as of the date the District executes the Conditional Acceptance form. As of such date, the system improvements shall be deemed operational, and any such person may apply to the District for tap permits. The District's acceptance of the system improvements, whether conditional or final, does not, however, guarantee that taps will be available. Availability of taps is governed at all times by the provisions of **Article 5** of the District Rules and Regulations and such availability is determined in accordance therewith at the time proper application for service is made.
- b. Maintenance and Repair: Until Final Acceptance of the system improvements, Grantor shall be solely responsible for all routine maintenance and for correction of any and all defects in the system improvements, as set forth below:
 - i. Routine Maintenance: Grantor shall, at his sole cost, protect the system improvements and perform all routine maintenance thereon so as to keep it in good repair and operating condition. Such obligations shall include the repair or replacement of any part or parts thereof damaged as a result of street construction, paving, other utility installation or vehicular traffic. In addition, Grantor shall, at his sole cost, correct any soil subsidence or erosion which the District determines occurred in connection with or as a result of construction of the system improvements.
 - ii. Cure of Defects: Grantor shall, at his sole cost correct, repair or replace any part or parts of the system improvements which the District reasonably determines were not constructed in conformity with these Policies and Procedures, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty.
- c. Acceptance for Maintenance (Final Acceptance)

- i. Standards: Prior the expiration of one year from the date of Conditional Acceptance (or any longer period of time reasonably determined by the District on account of the particular circumstances) of the system improvements or any portion thereof, Grantor may request the District to perform a final inspection and accept the system improvements for maintenance. Upon such request, the District shall inspect the system improvements and shall accept the same for maintenance when all of the following conditions are met:
 1. District Review: The District determines that the system improvements have been constructed and connected to District facilities in conformity with these Policies and Procedures, approved plans, construction notes, specifications and details, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.
 2. Maintenance and Repair: Grantor has fully performed all maintenance and repair obligations imposed upon it during the period of Conditional Acceptance.
 3. Property Owner Requirements: Grantor has tendered and the District has approved all of the following:
 - a. A verified statement of actual cost of the system improvements, itemized as the District may require;
 - b. Any and all easements, bills of sale, or other conveyance instruments necessary to vest title to all component parts of the system improvements in the District with warranties of title;
 - c. All drawings, maps and construction notes pertaining to any changes in the system improvements made during the period of Conditional Acceptance;
 - d. Payment of all sums due to the District from Grantor on account of the system improvements;
 - e. Lien waivers in form acceptable to the District by all independent Contractors or others entitled to mechanics liens, including material man's liens against facilities and properties including in the system improvements.
- ii. Effective Date: The District's Final Acceptance of the system improvements for maintenance shall be effective as of the date the District executes the Final Acceptance form. As of such date, all of Grantor's right, title and interest in and to the constructed system improvements, including all mains, pipelines, valves, manholes, pumps, and related parts and materials which comprise the constructed system improvements, shall immediately pass to and vest in the District, free and clear of all liens and encumbrances, and Grantor shall warrant and defend the conveyance of

such system improvements to the District, its successors and assigns against all and every person or persons whomsoever.

As of the date of Final Acceptance, the District shall operate and maintain the system improvements at its expense. Nothing contained herein, however, shall be construed to relieve Grantor from his warranty obligations. Notwithstanding Final Acceptance, Grantor and connecting Property Owner, their successors and assigns, shall remain responsible for all service lines and private water and sewer facilities.

C. PART OVERSIZING; REIMBURSEMENT

- a. These Policies and Procedures may require property owners to design, construct and install system improvements necessary to serve their property at their sole cost and expense. Under certain circumstances, when these Policies and Procedures require such improvements to be designed and constructed with a capacity in excess of that needed solely to serve their property, it may be fair and equitable for the property owner to recover a portion of the costs of such improvements. The standards and procedures for the consideration, administration and enforcement of reimbursement plans are set forth in [Article 6-13](#) of the Rules and Regulations.

PART VII

DEVELOPER/CONTRACTOR LETTER OF INTENT
PROPOSED SYSTEM IMPROVEMENTS
COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

Date:

Developer/Contractor Name:

Address:

Phone:

Facsimile:

Project Name:

Location/Address:

Description of Proposed Improvements:

PART VIII

DEVELOPER/CONTRACTOR CHECKLIST
 PROPOSED SYSTEM IMPROVEMENTS
 COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

PROPOSED PROJECT SCHEDULE

MILESTONE	TIME	REQUIREMENTS
Submit Letter of Intent to District	At Earliest Date Possible	Project description, estimated capacity, location, completion date
Preliminary Project Meeting with District	21 days after Letter of Intent received by District	Discuss design alternatives, project timeline, scope of work
Submit Preliminary Design (50%) Plans and Specs to District	—	Two (2) copies required
Preliminary Design Review meeting with District and District Engineer	Up to 30 days after Preliminary Design received by District	Summarize review comments into memo and make revisions to design as required
Submit Final Design Plans and Specs to District	—	Two (2) copies required. Include project construction costs estimate & project timeline

Final Design Review meeting with District and District Engineer	Up to 30 days after Final Design received by District	Summarize review comments into memo and incorporate modifications as required
Right-of-Way/Easements		Grant all R-O-W's and easements to District

Developer/Contractor Checklist Con't

MILESTONE	TIME	REQUIREMENTS
Execute Improvements Agreement between District and Developer/Contractor/Grantor		Set forth all terms and conditions of improvements. Include 4 sets of construction drawings and specifications
Notice of Agreement		Submit required collateral (Letter of Credit) , and fees
Notice to Proceed with Construction		District issues written notice that construction may begin
Permits		Road cuts, State dewatering, flood plain, 404 and others as required

Pre-construction meeting with District, and District's resident project representative	Within a specified number of days after the Notice to Proceed with Construction	Construction schedule, submittal schedule, certificates of compliance, progress meetings, inspection schedule, pre-installation meetings, coordination
Construction inspections and testing required by District		See Standard Specifications and Details
Request Conditional Acceptance Inspection		Send a written request to District for inspection and Conditional Acceptance of Improvements
Record Drawings		Submit Two Copies
Maintenance Bond or other Security required		Submit Two Copies
Warranties		Submit Two Copies
Statement of Labor and Materials fully paid, lien waivers		Submit Two Copies
Effective date of Conditional Acceptance		Date District executes the Conditional Acceptance Form

Developer/Contractor Checklist con't

MILESTONE	TIME	REQUIREMENTS
Maintenance and Repair	One year period (or longer) beginning with date of Conditional Acceptance	Assume all repair and maintenance responsibility for the system improvements
Request Final Acceptance Inspection	Prior to expiration of one year (or longer) from date of Conditional Acceptance	Send written request to District for Final Acceptance Inspection
Record drawings with changes made during the period of Conditional Acceptance		Submit Two Copies
Payment of all sums		Submit Two Copies
Lien Waivers		Submit Two Copies
Effective Date of Final Acceptance		Date District executes Final Acceptance Form

PART IX

IMPROVEMENTS AGREEMENT

(The Agreement will be retyped prior to Execution)

This Agreement is dated as of the ___ day of _____ in the year 20__ by and between the Copper Mountain Consolidated Metropolitan District (hereinafter called District) acting through the Board of Directors and _____ (hereinafter called Developer/Contractor/Grantor).

District and Developer/Contractor/Grantor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 SYSTEM IMPROVEMENTS

Developer/Contractor/Grantor shall complete all System Improvements at his sole expense as specified. The System Improvements are generally described as follows:

Four sets of District approved construction drawings and specifications are attached for use by the District during construction.

PART 2 PROJECT TIME

Construction and installation of the System Improvements will be ready for Conditional Acceptance by _____ (Date) or (within so many days)

PART 3 PROJECT COSTS

The Developer/Contractor/Grantor agrees to provide security or collateral sufficient in the judgement of the District to make reasonable provision for completion of the System Improvements in the form of (insert one of the following):

- A. An irrevocable letter of credit from _____ Bank in the amount of \$ _____
- B. A performance bond issued by _____ as corporate surety in the amount of \$ _____

C. A cash escrow in the amount of \$ _____ to be held
by _____, an escrow agent

D. Or evidence of such security or collateral as submitted to Summit County
as part of the County's Land Development requirements

PART 4

The undersigned Owner/Contractor/Developer agrees: 1) that the proposed System Improvements will be made in accordance with the District's Policies and Procedures, Rules and Regulations, and Standard Specifications and Details, and will be free from defects due to faulty or nonconforming materials and workmanship, 2) to indemnify the District as provided in the Policies and Procedures and 3) to pay any and all applicable fees and charges in connection with the work.

This Agreement will be effective on _____, 20__

Copper Mountain Consolidated Metropolitan District

Developer/Contractor/Grantor

By _____

By _____

(Corporate Seal)

(Corporate Seal)

Attest _____

Attest

Address for giving notices

Address for giving notices

513 Copper Road
P.O. Box 3002
Copper Mountain, CO 80443

PART X

NOTICE OF AGREEMENT

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

You are hereby notified that the Improvements Agreement for the above referenced project has been executed. A copy of which is attached.

You are required under the terms of the District's Policies and Procedures to furnish the required Letter of Credit in the amount of Dollars, (\$ _____), or other form of collateral for this amount, the estimated cost of construction for approval before the District will issue a written Notice to Proceed with Construction.

Dated this (day) day of (Month), 20(yr).

Copper Mountain Consolidated Metropolitan
District

By: _____ Title:

PART XI

NOTICE TO PROCEED WITH CONSTRUCTION

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

You are hereby notified that construction of the above referenced project may begin.

A preconstruction meeting is required within _____ days of this Notice.

Dated this (day) day of (Month), 20(yr).

Copper Mountain Consolidated Metropolitan
District

By:

Title:

PART XII

CONDITIONAL ACCEPTANCE FORM

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

The system improvements constructed under the Improvements Agreement for the above referenced project has been inspected by authorized representatives of the District, and **the** District Engineer and are hereby declared approved for Conditional Acceptance on (Month) (Day), 20(yr).

As of this date, the system improvements are deemed operational, and in conformity with the District's Policies and Procedures, Rules and Regulations, and Standard Specifications and Details.

The Developer/Contractor/Grantor shall be solely responsible for all routine maintenance and for correction of any and all defects in the system improvements until (Month) (Day), 20(yr), dependent on Final Acceptance of the system improvements.

Rothberg, Tamburini & Winsor, Inc.

By:

Date:

Developer/Contractor/Grantor accepts the above Conditional Acceptance.

_____ (Developer/Contractor/Grantor)

By:

Date:

Copper Mountain Consolidated Metropolitan District

By:

Date:

PART XIII

FINAL ACCEPTANCE FORM

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

The system improvements constructed under the Improvements Agreement for the above referenced project have been inspected by authorized representatives of the District, and District Engineer, and are hereby declared approved for Final Acceptance on (Month) (Day), 20(yr).

As of this date all of the Developer/Contractor/Grantor's right, title and interest in and to the constructed system improvements shall immediately pass to and vest in the District, free and clear of all liens and encumbrances, and Developer/Contractor/Grantor shall warrant and defend the conveyance of such system improvements to the District, its successors and assigns against all and every person or persons whomsoever.

As of this date, the District shall operate and maintain the system improvements at its expense.

Rothberg, Tamburini & Winsor, Inc.

By:

Date:

Developer/Contractor/Grantor accepts the above Final Acceptance

_____(Developer/Contractor/Grantor)

By:

Date:

The Copper Mountain Consolidated Metropolitan District accepts the above final Acceptance

Copper Mountain Consolidated Metropolitan District

By:

Date:

APPENDIX E – RULES AND REGULATIONS
OIL, GREASE AND/OR SAND INTERCEPTOR MAINTENANCE PROCEDURE

COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

1.1 INTERCEPTOR INSTALLATION CRITERIA

Grease trap interceptors are required for all facilities used and operated regularly for the sale of prepared food, including but not limited to restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, and any and all other kinds and types of food vending establishments in which any food preparation (including heating or defrosting in or by means of any kind of oven or heating device) takes place on the premises, whether or not such facilities are located in a separate building or structure or occupy space in a building or structure that is occupied by other businesses, as well as schools, churches, boarding houses with communal kitchen facilities, nursing homes, and day care centers which have kitchens and engage in the preparation of food. In addition, meat-cutting facilities and others capable of discharging significant amounts of grease into the District sanitary sewer collection system shall be required to install grease interceptors. The exception shall be those facilities granted a variance by the District. Grease interceptor shall not be required for private residences or dwelling.

1.2 INTERCEPTOR SIZING CRITERIA

All property owners discharging to the District wastewater treatment plant shall comply with the District procedure for interceptor sizing criteria (See Article 9C of the Rules and Regulations).

1.3 INSPECTION OF INTERCEPTORS

Property owners within the District shall establish an inspection program for the interceptor. The District will develop a mechanism to inventory all interceptors in its service area and document the inspections and maintenance of these interceptors. Once the interceptors in the service area are identified, the interceptor will be classified into two (2) categories:

- **Problem or Significant Interceptors**
The facilities connected to these interceptors contribute significant amount of animal/vegetable oil, grease and/or sand to the sewer system. These interceptors will need to be inspected at a frequency of every three (3) to six (6) months.
- **Non-significant Interceptors**
The facilities connected to these interceptors do not contribute significant amount of animal/vegetable oil, grease and/or sand to the sewer system. These interceptors will be inspected at a frequency of every six (6) to twelve (12) months.

1.4 INTERCEPTORS PUMPING SCHEDULES

Initially, all Users connected to interceptors will be required to pump out their interceptors quarterly or every three (3) months. Inspection of the interceptors by the District and/or review of "Certificates of Maintenance" received by the District will determine if this frequency needs to be increased to control the amounts of oil, grease and/or sand entering the sewer system or if the pumping frequency can be decreased.

1.5 BIOLOGICAL TREATMENT

Biological treatment shall not be a substitute for the pumping of grease type interceptors at the frequency determined by the District.

1.6 EXISTING SOURCES NOT CONNECTED TO INTERCEPTORS

Existing sources not connected to interceptors and which contribute significant amounts will be identified through inspection of the collection systems by the District. Once these sources are identified, they will be required to implement Best Management Practices (BMPs) to keep oil, grease and/or sand out of the sanitary collection system. Examples of BMPs include:

- 1) Scrape food from plates into a garbage can
- 2) Pre-wash plates by spraying them off with cold water over a small mesh catch basin positioned over a drain. This catch basin should be cleaned into a garbage can as needed
- 3) Pour all liquid oil and grease from pots and pans into a waste grease bucket stored at the pot-washing sink. Heavy solid buildup of oil and grease on pots and pans should be scraped off into a waste grease bucket
- 4) Other kitchen practices identified by the District and/or facility, which will decrease the point source discharging of oil and grease.

If the BMPs are not successful at the facility and the facility continues to contribute significant amounts of oil, grease and/or sand to the sewer, as documented by field inspections, then the facility will be required to install an adequately sized interceptor.

**APPENDIX F—RULES AND REGULATIONS
APPLICATION FOR PERMIT**

(Nontransferable)

Copper Mountain Consolidated Metropolitan District
Copper Mountain, Colorado 80443 (303) 968-2390

1. The undersigned applicant requests the authority to tap the water and sewer lines of the Copper Mountain Consolidated Metropolitan District for a _____ located at _____ Lot # _____ Block # _____, Subdivision _____, which is within the boundaries of the District. The undersigned certifies that the applicant has read the rules and regulations including the memo of understanding, the standard specifications and details, the contract and this application.
2. With this application, applicant deposits \$750.00, \$50.00 of which is a nonrefundable processing fee. After application is approved by the Board of Directors, there will be an additional \$250.00 retained for backflow device and inspection fees. If the Contractor and/or if the District's Final Inspection is not passed prior to the building being occupied, a penalty of \$250.00 will be assessed and withheld from the deposit. Any refund due will be made only if there has been compliance with all of the rules and regulations of the District, this application and the contract. If construction is not commenced within _____ after the date of approval by the Board of Directors, this permit shall expire and applicant must reapply and have a permit approved before construction can commence. Neither this application nor the permit granted hereunder shall be transferable. The deposit made with this application is not a part of the tap fee.
3. Upon the approval of this application, applicant further agrees:
 - a. Obtain approval of building plans from the Architectural Control Committee.
 - b. Pay the tap fee in effect at the time of this application. Effective _____, anyone who prepays or pays a water and sewer tap fee must complete construction on that lot and have a final inspection completed by the District within 12 months. The 12 month period commences on the day the tap fees are prepaid. If the construction is not completed and final inspection by the District is not made within the 12 month period, the lot will be subject to any increase in tap fees that takes effect prior to the time that final inspection is made. If a tap has not been made within the 12 month period, no tap will be allowed until any applicable increase in tap fees has been paid. Any tap fees prepaid prior to _____, will not be affected by this policy.
 - c. After tapping, pay the current water and sewer monthly use fees.
 - d. Notify the District of the proposed date of occupancy at least ten (10) days prior to occupying the dwelling.
4. I (we) understand that water will not be turned on until installation and testing is complete and fully complies with the Copper Mountain Consolidated Metropolitan District Rules and Regulations. The Copper Mountain Consolidated Metropolitan District is not responsible for any cost of installation, operation, or maintenance of any private water or sewer mains.
5. A meter reading will be taken by the District as of occupancy date and the District will continue to read the meter and provide the occupant this reading on the monthly bill.
6. The District has penalty rates to discourage excessive water use.
7. Complete copies of District Rules and Regulations are available for my (our) use at the District office, and I (we) are responsible for compliance with these Rules and Regulations as well as payment of any costs arising from noncompliance.
8. The balance of the deposit will be returned if violations of provisions of this application and District Rules and Regulations do not occur.
9. This is a special District, taxpayer owned, and as such, the bills follow the property rather than the person. As the owner, I (we) understand that if I (we) lease this property to someone, the District will bill the tenant as a matter of courtesy to me (us), however, if the tenant does not pay, then I (we) as the owner of the property am responsible for payment of any outstanding bills.
10. The Rules and Regulations of the District and the proposed construction contract are incorporated herein and made a part hereof.

Dated this _____ day of _____, 20__.

Name of Prime Contractor

Name of Owner

Address

Address

Telephone

Telephone

Signature

Signature

P E R M I T

Approved this _____ day of _____, 20__.

Copper Mountain Consolidated Metropolitan District
by _____
For secretary

TAP FEES
Water \$ _____
Sewer \$ _____
Tap Fee Total \$ _____

Permit Fee of \$ _____ Plus deposit = \$ _____

This permit form is effective the 1st day of January, 20__ and supersedes all previous Application for Permit Forms issued by this District.

