

ARTICLE I. PURPOSE OF RULES AND REGULATIONS

- 1.1 GENERAL PURPOSE AND AUTHORITY.** The purpose of these Amended and Restated Rules and Regulations (“Rules and Regulations”) is to provide for the orderly construction, management, operation and control of the utility systems, facilities and improvements of the Roxborough Water and Sanitation District (the “District”), including additions, extensions and connections thereto. The District is a governmental entity and political subdivision of the State of Colorado and a body corporate with all powers of a public or quasi-municipal corporation that is specifically granted or implied for carrying out the objectives and purposes of the District.

These Rules and Regulations are promulgated and adopted pursuant to the provisions of Colorado Revised Statutes § 32-1-1001(1)(m), as amended from time to time. The Board of the District has determined to adopt these Rules and Regulations in order to assist the District and its management staff in implementing the decisions and policies of the Board. It is intended that any person desiring to transact business with the District as an Owner/Developer of property or as an Customer/Owner within the District, shall comply with these Rules and Regulations. It is further intended that the District Manager and the management staff shall utilize these Rules and Regulations as a tool for assuring proper treatment to persons within the District and fair responses to issues that confront the District. The District’s management staff shall provide copies of these Rules and Regulations, for a fee, to any person who requests them. No person shall be entitled to any exemption from the applicability of these Rules and Regulations.

- 1.2 PUBLIC HEALTH, SAFETY AND WELFARE.** It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the residents and property owners of the District.

- 1.3 SCOPE OF RULES AND REGULATIONS.** These Rules and Regulations shall be treated and considered as new and comprehensive Rules and Regulations governing the operations and management of the District. Any and all prior Rules and Regulations of the District shall be deemed specifically superseded hereby.

- 1.4 RULES OF CONSTRUCTION.** The Rules and Regulations governing the District, adopted and enforced by resolution are promulgated pursuant to statute in the exercise of the Board's discretion to provide a tool for management of the District and for the orderly provision of essential services. It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part hereof is separate and distinct from all other parts. No refusal, failure or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver, or deviation here from or from any grant of power, duty or responsibility, or any limitation or restriction upon the Board of Directors or the District by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or any law which may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the District. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the

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District and to attempt to ensure orderly and non-discriminatory treatment of all persons or entities subject to these Rules and Regulations now or in the future. In all circumstances these Rules and Regulations shall be construed in the broadest sense possible to enable the District to perform its functions.

The Rules and Regulations constitute guidelines for the benefit of the District and its management staff and must be complied with, by all persons, absent receipt of a proper written waiver approved by the Board. It is the responsibility of each resident and property owner to obtain and read the Rules and Regulations of Roxborough Water and Sanitation District as adopted and enforced by the District. No person shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District.

- 1.5 CONFLICTS.** In case of any conflict between any provision of these Rules and Regulations, the District shall be entitled to resolve such conflict in its own favor at the District's sole discretion, it being the intention of the Board that these Rules and Regulations shall be construed or interpreted by the District in such manner so as to maximize the ability of the District to govern and manage the District and its facilities.
- 1.6 AMENDMENTS/MODIFICATIONS/WAIVERS.** The Board shall retain the power to amend these Rules and Regulations, as it deems appropriate. Neither notice of such amendments nor public hearing shall be required prior to the District amending, modifying or waiving any provision hereof. The District has the power to revise its Rules and Regulations from time to time either by formal action of the Board or by implication and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. The Board, or the District Manager acting on instructions of the Board, shall have the sole authority to waive, suspend or modify these Rules and Regulations. Any person claiming the benefit of such waiver, suspension or modification shall be required to obtain a written waiver signed by the District Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver shall be deemed a continuing waiver.
- 1.7 DEFINITIONS FOR TERMS USED IN RULES AND REGULATIONS.** Unless the context specifically states otherwise, the meaning of terms used herein shall be as set forth in **Exhibit B, Definitions**, attached hereto.
- 1.8 GENERAL POLICIES.** The District has attempted to articulate herein its rules, regulations and policies for the provision of public services and facilities, and for management and operation of the District. The Board of Directors adopts official policies of the District. On occasion, Supplemental policies of the District may be adopted from time to time in order to assist the Board and its management staff in managing the affairs of the District. When possible, copies of such policies shall be attached hereto as **Appendix C, Supplemental Policies**. Additional policies may be found in the minutes of the District's Board meetings.

To the extent any policy found in minutes of Board meetings which pre-date and conflict with any Resolution of the Board, the Resolution shall be deemed to supersede the minutes unless the Board determines otherwise after such conflict is brought to the attention of the Board. To the extent policies found in minutes of meetings post-date Resolutions of the District and conflict with such Resolutions, the policy stated in

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the minutes shall be binding unless the Board determines otherwise after such conflict is brought to the attention of the Board. The District shall have the right, at all times, to repeal and re-enact Resolutions of the Board unless any Resolution specifically states that it is irrevocable and such statement is found to be enforceable. A number of informal policies of the District may exist which are known to the District Manager and the District's Board of Directors. In any case where a person has questions about District policies, questions may be directed to the District Manager who has authority to respond, or who may refer such requests to the Board. In all circumstances, the Board retains authority and responsibility for the policies of the District.

ARTICLE II. DESCRIPTION OF THE DISTRICT

- 2.1 PURPOSE OF THE DISTRICT.** The Roxborough Water and Sanitation District was organized with authority to provide certain services to developers, property owners and residents within the District. The District is a quasi-municipal corporation and political subdivision of the State of Colorado, and as such, exercises certain governmental powers for the benefit of its constituents. Pursuant to its Service Plan, the District has authority to provide water service and wastewater treatment service to the extent of its available resources. The District has power to tax properties within its boundaries and to impose fees for services available from or provided by the District. See **Exhibit A, Schedule of Fees, Rates and Charges.**

The District derives its power from Colorado Revised Statutes, Section 32-1-1001 and from its "Service Plan." The Service Plan contains general information about the facilities, services, authority and powers of the District and may be amended from time to time to deal with the evolving needs of the District. The District has the authority to construct District Facilities as it deems expedient in accordance with the authority granted to the District in its Service Plan and by law. The Service Plan does not impose upon the District any responsibility which it is not required to accept pursuant to State law or which it does not specifically accept by official decision of the Board. The District has powers of eminent domain to condemn private properties for public use.

The Plum Valley Heights Subdistrict of the Roxborough Water and Sanitation District was formed by the District on August 21, 2013, for purposes of financing and constructing water improvements to connect certain properties in the District to the District's municipal water system. The Subdistrict is an independent quasi-municipal corporation, acts pursuant to the Special District Act, possesses all of the rights, privileges and immunities of the District, and is subject to the District's Service Plan. Property within the Subdistrict is subject to these Rules and Regulations. All references in these rules and regulations to the powers of the District shall also mean and include the Subdistrict.

- 2.2 THE GOVERNING BODY.** An elected Board of Directors governs the District. The Board consists of five individuals who, as residents and/or property owners within the District, are qualified to serve as directors. Directors are generally elected to four year terms at elections held in May of even numbered years, until 2023, at which time elections will be held in May of odd-number years. The Board elects from its membership a president, vice-president, secretary/treasurer and two assistant secretaries. The District Board and officers at all times constitute the *ex officio* Subdistrict Board of Directors and officers.

- 2.3 DISTRICT BOARD MEETINGS.** Meetings of the District and Subdistrict Board of Directors are subject to the "Sunshine Law" of the State of Colorado and are open to the public. From time-to-time, the District or Subdistrict Board will meet in "Executive Session" to receive legal advice or to discuss on-going contract negotiations, litigation matters, personnel matters or other legally privileged matters. Executive Sessions are closed to the public. Minutes of meetings are prepared for each meeting and, after approval by the applicable Board, are available for public inspection. The District and Subdistrict's policy is to not electronically record its meetings, and it does not attempt

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- to maintain a verbatim transcript of its discussions.
- 2.4 DISTRICT MANAGEMENT.** The District's Board employs a District Manager to oversee the day-to-day administration of the District and Subdistrict, staffing, and operation of the District's facilities. All employees of the District serve at the will of the Board. The District Manager operates within approved guidelines established by the Board and exercises only that discretion which is granted by the Board as necessary for day-to-day operations and for implementation of Board decisions and policies. The District's office is located at 6222 North Roxborough Park Road, Littleton, Colorado, 80125. The District's staff may be reached by calling 303-979-7286 during their normal business hours: Monday - Friday, from 8:00 am to 4:30 pm. For all water and wastewater related emergencies, see **Article 7.5 Emergency Response** for contact information.
- 2.5 DISTRICT SERVICES AND FACILITIES.** In general terms, the District provides water and wastewater treatment services within the District. The District maintains drawings which show current and projected locations of District services and facilities, and provides a general description of those facilities. The District has powers of eminent domain to condemn private properties for public use.
- 2.6 SUBDIVISION AND ZONING REFERRALS.** The District has been identified as a "referral agency" from which Douglas County solicits comments on subdivision, zoning, platting and other land-use applications pending before the County. The Douglas County Commissioners control land use decisions within the boundaries of the District, with the exception of land-use decisions related to public facilities constructed by the District.
- 2.7 RATES, FEES, TOLLS, AND CHARGES.** The District has the power to charge various rates, fees, tolls, charges and penalties and may impose taxes, for services and facilities provided by the District, as specified in **Article 8, Fees**. Until paid, any rate, fee, toll, charge or other penalty imposed by the District or Subdistrict is a perpetual lien on the property, subject to foreclosure if such rate, fee, toll charge or other penalty remains unpaid, as specified in **Article 9.6, District Rights**. The District exercises such power for the overall benefit of the District and reserves the right to exercise its discretion on a case-by-case basis in determining whether to foreclose on the lien. The District or Subdistrict may, from time-to-time, seek input from the public on proposed changes to its rates, fees, tolls, charges, and penalties. **Exhibit A, Schedule of Fees, Rates and Charges** contains the schedule of the District and Subdistrict's fees, as amended from time-to-time.
- 2.8 OTHER PUBLIC SERVICES.** Electric, natural gas, telephone and cable television services are available within the District and are provided by various commercial companies. West Metro Fire Protection District provides fire protection.
- 2.9 INSPECTION AND RETENTION OF PUBLIC RECORDS.¹**
- 2.9.1 Inspection of Public Records.** All public records of the District, as such term is defined in §24-72-202(6), C.R.S., which are retained but not yet disposed of pursuant to the Colorado State Archive's Special Districts Records Retention

¹ For purposes of Article 2.9, all references therein to "District" and "Board of Directors" shall mean and include the Subdistrict and the Subdistrict's Board of Directors, respectively.

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Schedule, as further described in **Article 2.9.6, Retention and Disposal of Public Records**, shall be available for public inspection by any person at reasonable times as provided in §24-72-203, C.R.S. All requests for public records shall be made in writing and submitted to the custodian of the District, and such requests shall comply with the requirements of the Open Records Act. The District shall appoint an official custodian of the District's public records annually in its annual administrative matters resolution. The District and the custodian will comply with the requirements of the Open Records Act and any other federal or state laws with respect to whether it must, may, or cannot produce public records, or other documents or information requested, and the fees it charges for producing such public records, or other documents or information.

2.9.2 Fees for Copies of Public Records. The custodian shall furnish copies, printouts or photographs of public records requested for a fee as follows:

1. Where the fee for a certified copy or other copy, printout, or photograph of a public record is specifically prescribed by law, the specific fee shall be charged. If a fee is not specifically prescribed by law, the custodian will furnish copies, printouts, or photographs of a public record for a fee of \$0.25 per standard page. The custodian shall charge a fee not to exceed the actual cost of providing a copy, photograph, or printout in a form other than a standard page. The custodian shall charge the actual costs that the custodian incurs in having the copies made off-site by an outside copying facility.
2. If, in response to a specific request, the custodian performs a manipulation of data so as to generate a record in a form not used by the District, an administrative fee of \$30.00 per hour shall be charged the person or entity making the request. An individual or entity making a subsequent request for the same or similar records shall be charged the same fee.
3. If the amount of time required by the custodian to research and retrieve the documents necessary to fulfill a specific request exceeds one hour, including the time required to identify and segregate records that must or may not be produced, the person or entity making the request shall be charged a research and retrieval fee of \$30.00 per hour. Such fee shall be automatically adjusted, without further approval by the District, to such amount established by the State Director of Research of the Legislative Council from time to time. The District will not impose a charge for the first hour of time expended in connection with the research and retrieval of public records.
4. In the event a public record must be scanned and saved electronically prior to transmitting the public record via electronic mail to the requestor as described in **Article 2.9.3, Transmission of Copies of Public Records**, the requestor shall be charged fifteen cents (\$0.15) per scanned page unless otherwise waived by the custodian.

2.9.3 Transmission of Copies of Public Records. Upon request for transmission of a copy of a public record, the custodian will transmit the public record by United States mail, other delivery service, facsimile, or electronic mail. The custodian will

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notify the record requester that a copy of the public record is available, but will be sent only when the custodian receives payment or makes satisfactory arrangements for payment of all costs associated with transmitting the public record and for all other fees lawfully allowed; provided, however, that no transmission fees will be charged for transmitting the public record via electronic mail. Upon receiving such payment or making arrangements to receive such payment at a later date, the custodian shall send the public record to the requestor as soon as practicable not no more than three business days after receipt of, or making arrangements to receive, such payment.

2.9.4 Electronic Records and Signatures. Pursuant to §32-1-1001(1)(o), C.R.S., the Board of Directors adopted the following policies and procedures for the use of electronic records and signatures created, generated, sent, communicated, received, or stored by the District, its directors, officers, agents, employees, and assigns. Said policies and procedures may be amended from time to time by the Board of Directors as necessary and in compliance with the Uniform Electronic Transaction Act (“UETA”) set forth in §24-71.3-101, *et seq.*, C.R.S.

1. The term “electronic record” means a record created, generated, sent, communicated, received, or stored by electronic means. The term “electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The term “transaction” means an action or set of actions occurring between two or more persons relating to the conduct of business, commercial, charitable or governmental affairs, except as otherwise provided by the UETA.
2. The use of electronic records and signatures is authorized in transactions between and among the District, its directors, officers, agents, employees, and assigns, and third parties (collectively, the “Parties”) that have agreed to conduct transactions by electronic means. Whether the Parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the Parties’ conduct.
3. An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.
4. If a law requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable law, is attached to or logically associated with the signature or record.

2.9.5 Electronic Mail Policy. Pursuant to §24-72-204.5, C.R.S., the Board of Directors has established the following electronic mail policy in order to establish guidelines for the responsible and efficient use of electronic mail, hereinafter “E-mail,” services and to clearly set forth the rights and responsibilities of the District’s current and/or future employees, regarding their use of E-mail.

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1. E-Mail Defined. E-Mail means an electronic message transmitted between two or more computers or electronic terminals, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval. E-mail includes electronic messages that are transmitted through a local, regional, or global computer network.
2. Scope of Policy. All E-mail communications and associated attachments transmitted or received over the District's network are subject to the provisions of this policy. Additionally, since Colorado law provides that E-mail communications written in the conduct of public business are generally considered to be public records, all E-mail communications written and sent in the conduct of public business by employees of the District are subject to applicable provisions of this policy, regardless of whether the communication was sent or received on a public or privately owned personal computer.
3. Application of Public Records Statute to E-Mail. E-mail messages are subject to many of the same statutes and legal requirements as other forms of communication, such as the Colorado Open Records Act, §24-72-201, et seq., C.R.S. (1997), which governs public access to the District's records. The Open Records Act treats electronic documents and files in the same manner as paper documents. All such documents are generally considered to be public records and are subject to public inspection unless such documents are covered by a specific statutory exception. E-mail messages which are public records must be retained in either paper or electronic format in accordance with the Colorado State Archive's Special Districts Records Retention Schedule. E-mail messages which are not public records should be deleted after viewing.
4. Monitoring of E-Mail Communications by the District. The District does not intend to monitor E-mail usage by its employees in a regular or systematic fashion; however, it does reserve the right to monitor such usage from time to time and without prior notice. Such monitoring may include tracking addresses of E-mails sent and received, accessing in-box messages, accessing messages in folders, and accessing archived messages. Furthermore, the District may disclose E-mail communications sent to, received by, or relating to an employee to law enforcement officials without giving prior notice to the employee.

2.9.6 Retention and Disposal of Public Records. The District has adopted the State Archives' Special District Records Retention Schedule, which provides direction for the destruction of certain public records. The District's public records shall be destroyed in accordance with the Special District Records Retention Schedule by shredding, recycling, or disposing of such public records in a landfill; provided, however, that those public records of the District deemed to be confidential in nature shall be destroyed by shredding or destroyed professionally by a company that can certify to the security of the destruction. Furthermore, no public records of the District shall be destroyed pursuant to the Special District Records Retention Schedule so long as such public records pertain to any pending legal case, claim,

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action or audit involving the District or if the District's legal counsel determines such documents should be retained for other purposes.

ARTICLE III. OWNERSHIP AND OPERATION OF INFRASTRUCTURE

- 3.1 DISTRICT INFRASTRUCTURE.** All water distribution and wastewater collection main lines, water tanks, water and wastewater treatment infrastructure connected with and forming an integral part of the water and wastewater systems which have been constructed by the District or accepted for operation and maintenance pursuant to these Rules and Regulations are the property of the District unless an agreement with the person or entity which constructed them expressly provides otherwise. This rule shall control ownership whether the main lines or water and wastewater treatment infrastructure are constructed or financed by the District or by any other person.
- 3.2 WATER AND WASTEWATER SERVICE LINES.** Water service lines consist of the water line from the water main to the structure to which it is attached and its appurtenances, including, but not limited to, the pressure reducing valve, control valve, water meter pit, water meter, radio frequency device and the curb stop valve and/or curb stop valve box. Wastewater service lines consist of the wastewater line and any clean outs from the wastewater main to the structure to which it is attached.
- 3.2.1 CUSTOMER/OWNER OWNERSHIP AND RESPONSIBILITIES.** The Customer/Owner shall own, maintain, and repair all water service lines and appurtenances from the property line to and throughout the structure served. Water service line appurtenances include, but are not limited to, the pressure reducing valve, and control valve. The District shall retain ownership of the water service curb stop, curb stop box, water meter, water meter pit, and radio frequency devices in accordance with Article 3.2.2. The Customer/Owner shall be responsible to not cover meter pit and curb stop boxes with any materials and to maintain meter pit and curb stop box lids 2 inches to 4 inches above final grade, readily visible and accessible to District employees at all times. The Customer/Owner shall own, maintain, and repair all sewer service lines and appurtenances from the property line to and throughout the structure served. Customer/Owner's ownership of the aforementioned water and sewer service line facilities listed in this Article 3.2.1 shall not entitle the Customer/Owner to make unauthorized use of District systems, as specified in **Article 7, Water and Wastewater Systems**. All use of service lines at any time after the initial connection to the District system shall be subject to these Rules and Regulations. The requirements outlined in this Article 3.2.1 shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain or otherwise affect Customer/Owner's service line. All water and wastewater service lines installed from the appropriate water or wastewater main to the structure requires the issuance of a permit as specified in **Article 6.2, Required Permits**. Each Customer/Owner shall adhere to the provisions of this Article 3.2.1, and ownership of the water service lines, sewer service lines, and appurtenances from the property line to and throughout the structure served as described in this Article 3.2.1 shall remain with the Customer/Owner of the structure so long as the structure is connected to the District infrastructure described in Article 3.1.
- 3.2.2 DISTRICT OWNERSHIP AND RESPONSIBILITIES.** Notwithstanding **Article 3.2.1, Customer/Owner Ownership and Responsibilities**, the District shall own, maintain, and repair all water service lines and appurtenances from the water main to the property line served. The District shall also own, maintain, and repair the water service line curb stop, curb stop box, water meter, water meter pit, and radio

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frequency devices. Ownership of the curb stop, curb stop box, water meter, water meter pit, and radio frequency devices shall remain with the District if these devices are located on private property. The District enjoys a right of entry as specified in Article 3.3, for the purpose of installation, replacement, repair, maintenance, inspection, observation, measurement, sampling and testing any of the District owned appurtenances. The District shall own, maintain, and repair the wastewater service line from the wastewater main to the property line served. District ownership, maintenance, and repair responsibilities of the aforementioned water and sewer service line facilities listed in this Article 3.2.2 will not commence until District acceptance pursuant to **Article 7.1, Water and Wastewater Service Lines**. Ownership will remain with the District whether these facilities are installed, purchased, repaired, replaced, or maintained by the District, or another person.

3.3 RIGHT OF ENTRY. The District Manager, employees of the District, or other personnel authorized by the District Manager, bearing proper credentials and identification, shall be permitted by the Customer/Owner to enter upon all properties for the purpose of installation, replacement, repair, maintenance, inspection, observation, measurement, sampling, and testing of any water meter, meter pit if one exists, curb stop valve and/or box, radio frequency device if one exists, sump pump, water and wastewater service lines and District easements in accordance with the provisions of these Rules and Regulations. The granting of Right of Entry by the Customer/Owner is a condition precedent and a condition subsequent to the provision of water and wastewater service by the District. Refusal to permit such access to District personnel in the performance of their duties may result in immediate termination, and/or cause additional charges to the customer at the discretion of the District Manager, of water and/or wastewater service to the premises.

3.4 LIMITATION OF LIABILITY OF DISTRICT. Except as provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., it is expressly stipulated by all persons obtaining water and sewer services from the District that no claim for damage shall be made against the District for any reason including, but not limited to the following: blockage in the wastewater system causing the backup of effluent; damage caused by smoke testing of lines; breakage of any water or wastewater main line by District personnel; interruption of water or wastewater service and the conditions resulting from; breaking of any main line or service line, valve, or meter by any employee of the District; failure of the water supply; shutting off or turning on of water; making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst service lines and other infrastructure not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or for turning it on, or from inadequate or sporadic pressures; or from inadequate water delivery, wastewater treatment or interruption of any services brought about by circumstances beyond its control; or for doing anything to the systems of the District deemed necessary by the Board of Directors or its agents. Except if required and as provided by the Colorado Governmental Immunity Act, the District shall have no responsibility for notification to Customer/Owners of any of the foregoing conditions. The District reserves the right to temporarily discontinue service to any property at any time for any reason deemed necessary or appropriate by the Board. The District shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

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- 3.5 FEES AND CHARGES.** Water and sewer System Development Charges, monthly service charges, as well as any other applicable charges (including late payment policy) are set forth in **Exhibit A, Schedule of Fees, Rates and Charges**.

ARTICLE IV. CONDITIONS OF USE OF WATER AND WASTEWATER SYSTEMS

- 4.1 WHO MAY USE.** Water and wastewater services will be furnished to property included within the District, and if applicable, the Subdistrict, subject to the District's Rules and Regulations and subject to fees, rates, charges and tolls, as set forth in **Exhibit A, Schedule of Fees, Rates and Charges**, imposed by the District and Subdistrict. If requested by the District, any applicant for service shall furnish satisfactory evidence regarding the status of title to the property to be served. Satisfactory evidence shall consist of a tax receipt or certification received and signed by the County Treasurer. When a Water/Sewer Connection Permit/Availability of Service Certificate is obtained from the District, the District "will serve" the specific property named therein.
- 4.2 LIMITATION ON ASSIGNMENT OF PERMITS.** No connection permits obtained from the District may be sold or assigned without the District's express written consent and subject to such terms and conditions as the District may impose.
- 4.3 NON TRANSFERABLE.** Approved Water/Sewer Connection Permit/Availability of Service Certificate (Permit/Certificate) or paid System Development Charges attach to the property identified on the Permit/Certificate. They are not affected by changes in the ownership of the property and are usable only in accordance with the terms of the permit. Water/Sewer Connection Permit/Availability of Service Certificate and paid System Development Charges are not transferable to other properties without the written consent of the Board, nor may fees be transferred from one property to any other property.
- 4.4 JOINT SERVICE.** Unless individual water or wastewater service is specifically authorized by the District, no person or entity shall be entitled to obtain water and wastewater service without obtaining both services from the District.
- 4.5 SERVICE OUTSIDE THE DISTRICT.** No water and wastewater service shall be provided to property outside of the District. If a person or entity owning property outside the District desires water and/or wastewater service for the property, the person or entity must include all of the land for which service is requested within the boundaries of the District, and if applicable, the Subdistrict, as specified in **Article 5.3, Inclusion Process**.

ARTICLE V. SERVICE INCLUSION AND EXTENSION POLICIES

5.1 GENERAL POLICIES.

5.1.1 EXTENSION OF INFRASTRUCTURE. The extension of District water/wastewater services or infrastructure shall be made in the sole and absolute discretion of the Board of Directors of the District. The District has no legal responsibility to extend public infrastructure for the benefit of any resident or property owner. The District's Service Plan does not constitute a contract that obligates the District to extend its infrastructure. The District has the right to decline to construct any new infrastructure or to require the Owner/Developer of the property that benefits by such infrastructure to pay the cost thereof. No person or entity shall have the right to seek to compel the District to construct new infrastructure in accordance with prior procedures or practices of the District, it being the express intention of the Board of Directors that no precedent shall be established by any decision made by the Board, past, present or future.

5.1.2 APPLICATION FOR EXTENSION. Any Owner/Developer desiring to construct a main line extension or other retail water or wastewater facility shall first make formal application to the District. The District Board shall approve or deny the application after evaluating such request and reviewing recommendations made by the District Manager, the District Engineer and the District General Counsel. It shall be unlawful for the Owner/Developer to construct a service line extension or any retail water or wastewater facility prior to entering into an agreement with the District and meeting the requirements set forth therein for the construction of a service line extension.

5.1.3 AGREEMENTS AND APPROVALS. The specific process that must be followed to obtain new service depends upon several factors. If an entirely new development is contemplated, the number and type of agreements and approvals that must be obtained will necessarily be greater than if a simple extension of one main water and/or wastewater line is desired. Negotiation of agreements and the securing of approvals may proceed concurrently.

5.1.4 OUT OF DISTRICT EXTENSION. If an Owner/Developer desires water and/or wastewater service for property lying outside the District, the owner must include all of the land for which service is requested within the boundaries of the District. The steps to be taken are specified in **Article 5.3, Inclusion Process**.

5.1.5 IN DISTRICT EXTENSION. If the area the Owner/Developer proposes to be furnished with water and/or wastewater service is within the then present boundaries of the District, the steps to be taken are specified in **Article 5.4, Extension of Service**.

5.2 INFRASTRUCTURE SYSTEM UPGRADES.

5.2.1 COST REIMBURSEMENT POLICY. It is the policy of the District to require reimbursement from Owner/Developers for costs incurred by the District for work required to modify the District's infrastructure systems. Reimbursement will be required in all cases where modifications are required to provide adequate service to any affected property, including, but not limited to, instances where new

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development places demands on the District's infrastructure which, in the opinion of the District, dictate that modifications are needed to maintain adequate levels of service throughout the District. All reimbursements will be due at the time of any connection to any infrastructure system, or earlier if the District elects.

This policy is intended to apply to, but is not limited to, circumstances involving modifications required by cut and fill activities, grading operations, and control of groundwater, wastewater and storm-water flow. For example, replacement, relocation and burial of water and wastewater lines required when site-grading leaves cover depth below minimum requirements shall be considered a modification. Enforcement of this policy shall be at the discretion of the District on a case-by-case basis. This policy shall be liberally construed by the District to avoid the placement of any economic burden on the District for any cost the District believes would not have occurred without new development or the modification of an existing developed area.

5.3 INCLUSION PROCESS.

5.3.1 INCLUSIONS. If an Owner/Developer desires water and/or wastewater service for property lying outside the District, the Owner/Developer must include all of the land for which service is requested within the boundaries of the District pursuant to this **Article 5.3, Inclusion Process**. Any Owner/Developer seeking to include property into the District and Subdistrict should first contact the District to discuss the inclusion and to obtain the applicable forms and agreements required prior to initiating the inclusion process set forth in this **Article 5.3, Inclusion Process**.

5.3.2 INCLUSION RESPONSIBILITY. The inclusion of property into the District and the Subdistrict shall be made in the sole and absolute discretion of the Board.

5.3.3 SPECIAL DISTRICT ACT. The inclusion process shall be conducted pursuant to Part 4 of the Special District Act, § 32-1-401, *et seq.*, C.R.S., as amended.

5.3.4 INCLUSION PETITION. In order to include new property within the District and, if applicable, the Subdistrict, the Owner/Developer must file a Petition for Inclusion with the District, accompanied by an accurate legal description of the property to be included, and the Inclusion Fee, as set forth in **Exhibit A, Schedule of Fees, Rates and Charges**. Any additional costs of preparing documents, legal review, engineering review, and any other costs, including an election if necessary, shall be borne by the Owner/Developer.

5.3.5 INCLUSION AGREEMENT. Any Owner/Developer desiring to include property into the District and, if applicable, the Subdistrict shall enter into an Inclusion Agreement with the District that sets forth the terms and conditions of inclusion. The signed Inclusion Agreement must be filed with the District when Owner/Developer files the Petition for Inclusion with the District.

5.3.6 REQUIREMENT FOR INCLUSION FEASIBILITY STUDY. In the case of a new development, a feasibility study may be required by the Board and conducted prior to or concurrently with the inclusion process. The Board shall make a determination as to whether the proposed development is feasible and under what terms and conditions the property Owner/Developer may be allowed to proceed.

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All costs of such study shall be borne by the Owner/Developer.

5.3.7 OTHER AGREEMENTS AND EASEMENTS. Other agreements and/or easements may be needed prior to the completion of the inclusion. The District shall consider on a case-by-case basis other issues that may apply to a particular inclusion.

5.3.8 REQUIRED INFORMATION. An Owner/Developer of property who is requesting District water and/or wastewater service shall provide the following information to the District prior to entering into an Inclusion Agreement:

1. Conceptual plans, and projections for the anticipated development, including projected land uses and densities at full development of the property; and
2. Conceptual plans for water and wastewater lines and infrastructure other than infrastructure of the District, which will be needed to serve the property; and
3. Upon receipt of the required information, the District Engineer shall analyze the impact of the proposed development or inclusion upon the District's infrastructure and determine whether the anticipated development will require any expansion or addition to those infrastructure, and for any such expansion or addition, its size and scope, the estimated cost, including contingencies, construction administration costs, and land acquisition costs. The District Engineer's determination shall not bind the Board in any subsequent negotiations. The District Engineer shall also review the conceptual plans for their adequacy and compliance with District standards.

5.3.9 REVIEW BY THE DISTRICT. After the Petition for Inclusion, the Inclusion Agreement, the Inclusion Fee, and any other documents required by the District have been filed, the Board, and if applicable, Subdistrict Board, will hold a public hearing at which the Board and, if applicable, Subdistrict Board will review the proposed inclusion and make a determination to either grant or deny the Petition for Inclusion. If granted, the District will seek a Court Order for inclusion of the property into the District and, if applicable, the Subdistrict. Upon the recording of the Court Order(s), the property will be officially included into the District, and if applicable the Subdistrict. If the Board or Subdistrict Board deny the Petition of Inclusions, no fees will be refunded or reimbursed to the Owner/Developer.

5.3.10 COMPLETION OF INCLUSION PROCESS. Upon the recording of the Court Order for the inclusion of property, the Owner/Developer may begin the service extension process as specified in **Section 5.4, Extension of Service**.

5.4 EXTENSION OF SERVICE.

5.4.1 EXTENSION OF SERVICE. If an Owner/Developer wishes to provide water and/or wastewater service to unserved property within the District and, if applicable, the Subdistrict's boundaries, the Owner/Developer must meet all of the conditions outlined in **Article 5.4.3, Conditions Required for Service**.

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5.4.2 RELATED AGREEMENTS. It is the Owner/Developer's responsibility to be certain that all related or tangential agreements required to provide service to the property have been concluded with the District.

5.4.3 CONDITIONS REQUIRED FOR SERVICE. Water and wastewater service will be furnished only after all of the following conditions are satisfied:

1. The Owner/Developer shall comply with all District Rules and Regulations, as amended from time to time. **Technical Standards and Specifications** for water and/or wastewater service extensions are detailed in **Volume 1, Part 2** of these **Rules and Regulations**.
2. All contracts for service shall be a negotiated agreement between the Owner/Developer and the District that provides for the purchase of all the water and/or wastewater connections needed for the property being developed prior to the Owner/Developer needing them. The District shall negotiate the terms of the agreement in conformity with policies then in effect. Water and/or wastewater connections are provided on a "first come, first served" basis.
3. The District may provide wholesale infrastructure that are needed to serve the proposed development. Wholesale infrastructure may be constructed by the District, or may be constructed by the Owner/Developer subject to cost recovery, as specified in **Article 5.5.2, Cost Recovery**, from the District pursuant to a written agreement between the Owner/Developer and the District. It is the District's policy not to provide retail infrastructure.
4. All Owner/Developer-built infrastructure needed to serve the proposed area shall be in place and shall have been approved in design and construction by the District as specified in an agreement with the District.
5. The applicable permits, as determined by the District, shall have been applied for and approved by the District and all required fees must have been paid.
6. The Customer/Owner's water and/or wastewater service lines shall have been installed in accordance with District standards and their construction and installation must have been approved by the District pursuant to the terms of the permits approved by the District.
7. Immediately on completion of the construction, the Owner/Developer shall contact the District requesting inspection and acceptance of the infrastructure. Preliminary Acceptance of Facilities shall be provided by the District to the Owner/Developer provided that all of the conditions are met as specified in the written agreement with the District.
8. Upon written request by the developer approximately 12 months after the issuance of the Preliminary Acceptance of Facilities, a Final Acceptance of Facilities letter shall be given by the District to the Developer.

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5.4.4 ACCEPTANCE OF INFRASTRUCTURE. The District shall accept for ownership, operation and maintenance only such infrastructure or improvements as have been approved and accepted by the District. The District reserves the right to review construction plans and specifications for any such infrastructure, to inspect the construction thereof, and deny acceptance for reasonable cause.

5.5 FINANCIAL POLICIES.

5.5.1 FINANCING OF DEVELOPMENT. It is the policy of the District that the Owner/Developer is responsible for additional growth and development costs within the District. The Owner/Developer through property development and home construction shall pay the costs associated with such growth so as to minimize the economic impact on existing residents within the District. While the District has authority under its Service Plan and under state law to utilize various financing tools for the construction of additional public infrastructure, it is the District's intention to utilize only those financing methods that minimize the economic impact on existing property owners and residents. A number of financing alternatives exist for the Board of Directors to consider at the time an Owner/Developer of property requests the District to extend additional public infrastructure to a development area, which may include, but are not limited to the following:

1. General obligation bond financing may be utilized by the District assuming the District can issue bonds in accordance with state law, assuming that a market can be made for such bonds, and assuming that the Owner/Developer requesting the issuance can demonstrate the financial viability of the project, provide any necessary credit enhancement, and minimize the impacts of a bond issue on existing development.
2. The District may require the Owner/Developer to pay all front end costs for new or additional wholesale infrastructure, subject to potential reimbursement by the District to the Owner/Developer for a portion of those costs from an agreement for cost recovery, **Cost Recovery, Article 5.5.2**, and future System Development Charges collected by the District.
3. The District may determine that costs of all future infrastructure be borne entirely by the Owner/Developer.

There may be other financing options available to the District. The Owner/Developer of property who desires that the District participate in financing the cost of infrastructure should consult with the District well in advance of preparation of preliminary development plans, construction drawings, or financing plans. The District will give due consideration to all requests made, giving specific consideration to the financial condition of the District, the costs to be absorbed by existing homeowners and residents of the District, and the costs to be absorbed by the Owner/Developer. No Owner/Developer shall rely on financing alternatives selected by the District in the past as indicative, in any manner, of the District's intention for financing future infrastructure.

5.5.2 COST RECOVERY. If the Owner/Developer constructs wholesale water and/or wastewater infrastructure, reimbursement of those costs may be considered by the District pursuant to an agreement entered into with the District.

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5.5.3 SYSTEM DEVELOPMENT CHARGES. In the event a property owner replats property to reduce density and the number of water and/or wastewater connections which would have been required, and has previously paid System Development Charges to the District based upon higher densities, such property owner shall be entitled to reimbursement up to the total amount of cash paid for such System Development Charges, except no refund shall be provided if the District has paid the City of Littleton any System Development Charges for anticipated wastewater connections or paid the Centennial Water and Sanitation District for anticipated water connections within the Subdistrict. If an Owner/Developer has paid System Development Charges and subsequently determines not to construct infrastructure on the property, the Owner/Developer may request a refund from the District. The District will consider any requests for refunds of System Development Charges; provided, however, the District retains sole discretion in denying any refund requests. In the event System Development Charges were paid in some other manner, the parties shall not be entitled to reimbursement except as the District determines that may be appropriate.

5.6 REDUCTION OF SERVICE. If the Owner/Developer of property for which the owner has the right under applicable zoning to construct either single-family, multi-family or commercial units desires to reduce the number of zoned or platted units, effectively reducing the Availability of Service Charges, imposed upon such property, the District will consider reduction on condition that:

1. All previously imposed Availability of Service Charges have been paid in full.
2. The Owner/Developer files with the District a signed and recorded plat clearly showing the reduction in the number of developable units which may be constructed on such property or a signed agreement with the District.
3. In the event the zoning on such property is thereafter increased for any reason, the District shall impose and collect retroactively the Availability of Service Charges which would have been imposed upon such property under the original zoning prior to reduction, plus an additional charge of the maximum rate permitted by law for the period following the reduction in the original density extending through the date of increase of such density.

ARTICLE VI. PERMITTING FOR INDIVIDUAL SERVICE

- 6.1 RESPONSIBILITIES.** The Owner/Developer shall have the responsibility to construct or pay for installation of water and wastewater service lines. See **Article 3.2, Water and Wastewater Service Lines** for definitions of service lines. In order to obtain water and wastewater service an Owner/Developer must complete the information required for a Water/Sewer Connection Permit/Availability of Service Certificate, as specified in **Article 6.2, Required Permits**, and **Article 6.3, Water and Wastewater Connection Permit**. Service lines shall be constructed and connected to the District's systems in accordance with standards approved by the District, as specified in **Volume 1, Part 2, Technical Standards and Specifications**, of these **Rules and Regulations**. The service lines shall be inspected for approval, as specified by **Article 9, Inspections and Enforcement of Water and Wastewater Regulations**, and in accordance with **Volume 1, Part 2, Technical Standards and Specifications** by the District prior to use. The Owner/Developer and all subsequent Customers/Owners of the structure shall be responsible for the maintenance and replacement of water and wastewater service lines and related appurtenances, including but not limited to the pressure reducing valve and control valve from the property line to and throughout the structure to which the service lines are attached, as specified in **Article 7.1.1, Water and Wastewater Service Lines**. The District shall own all water service lines and appurtenances as further described in **Article 3.2.2, District Ownership and Responsibilities**, from the water main to the property line served and all wastewater service lines from the wastewater main to the property line served. Such ownership will remain with the District whether these facilities are installed, purchased, repaired, replaced or maintained by the District, or another person. Ownership will remain with the District whether these facilities are installed, purchased, repaired, replaced, or maintained by the District, or another person.
- 6.2 REQUIRED PERMITS.** A Water/Sewer Connection Permit/Availability of Service Certificate is required for any work involving the installation of water and wastewater service lines from the appropriate water or wastewater main to a structure. Additional permits, including a Developer Field Work Permit, may be required for any work other than installation of water and wastewater service lines to an Equivalent Residential Unit. A Water/Wastewater Stub-In Permit may be required of the Owner/Developer in some circumstances.
- 6.3 WATER/SEWER CONNECTION PERMIT.** In order to obtain water and wastewater service, a person must complete the information required on a Water/Sewer Connection Permit/Availability of Service Certificate. The permit application form must be completely filled out and accompanied by payment of all required fees.
- 6.4 "PRE-PAID TAP CREDIT".** This credit is given, if the Owner/Developer has a "pre-paid tap credit" to apply against the then current System Development Charge in effect at the time of connection. The "pre-paid tap" attaches to the property for which it was purchased, it is not transferable to any other property and is not affected by changes in ownership. A "pre-paid tap" shall only be used one time for the property for which it was purchased. If the Water/Sewer Connection Permit/Availability of Service Certificate, that the "pre-paid tap" was attached to expires, **Article 6.14, Failure to Connect**, the "pre-paid tap" is forfeited.
- 6.5 FAILURE TO OBTAIN A WATER/SEWER CONNECTION PERMIT.** Any

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Owner/Developer that fails to obtain the required permits, as provided for in these Rules and Regulations, shall be subject to a penalty imposed by the District as may be specified in **Exhibit A, Schedule of Fees, Rates and Charges**. Such a failure to obtain the necessary permit shall be considered a violation of these Rules and Regulations, as defined in **Article 7.2, Prohibited Acts**.

If there is a second occurrence by the Owner/Developer of a failure to obtain an appropriate permit, then such Owner/Developer shall be subject to being prohibited from performing any further work within the District.

Any dispute arising under this subsection between the Owner/Developer and the District shall be resolved pursuant to **Article 10, Hearing and Appeal Procedures**.

- 6.6 ATTACHMENT TO PROPERTY.** The Water/Sewer Connection Permit/Availability of Service Certificate and System Development Charges attach to the property identified in the permit only. The permits are not affected by changes in the ownership of the property and are usable only in accordance with the terms of the permit. The Water/Sewer Connection Permit/Availability of Service Certificate and the System Development Charges are not transferable to other properties, nor may fees be transferred from one property to any other property.
- 6.7 DRAWING OF SERVICE LOCATIONS.** The location of the actual water and wastewater service lines, Curb Stop or meter pit, shall be indicated by a GPS survey and/or drawing made by District personnel at the time of inspection showing depths, directions and distances in feet from the water and wastewater main lines, property lines and easements if there are any. The water meter and radio frequency device will be included if needed.
- 6.8 EASEMENTS.** The District may require the Owner/Developer to grant a perpetual easement or right-of-way in form satisfactory to the District at no charge to the District to assure access to water and/or wastewater infrastructure.
- 6.9 OVERSIZING.** The District may require an Owner/Developer to oversize facilities constructed on its property. Oversizing may consist of the design and construction of capacity beyond the capacity deemed necessary to serve such person's property. Oversizing may be required to enable the District to effectively provide service to additional properties within the District at a later date. It is the District's intention, prior to requiring the construction of oversizing, the District will enter into an agreement with the person or entity paying the cost of such oversizing, to assure that future Owner/Developers reimburse the cost of oversizing.
- 6.10 PERMIT INFORMATION.** Should any information disclosed on the permit prove at any time to be false, or should the Owner/Developer omit any information, the District shall have the right to immediately revoke the **Water/Sewer Connection Permit/Availability of Service Certificate**, as specified in **Article 9.4.3, Revocation of a Water/Wastewater Connection Permit**, with forfeiture to the District of all fees and charges paid to obtain the **Water/Wastewater Connection Permit**. In addition, the District shall be entitled to exercise and obtain all remedies permitted by law, including those specifically set forth herein concerning violations of these Rules and Regulations.

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- 6.11 APPROVAL OF WATER/SEWER CONNECTION PERMIT.** Only upon issuance of an approved permit and the payment of all required fees may a connection to the water and/or wastewater system be made. Prior to use of any of the District's water or wastewater systems, service lines shall be constructed, connected, inspections made, installations approved and water meter set in accordance with the standards specified in **Volume 1, Part 2**, of these Rules and Regulations. No connection will be permitted or made during non-business hours without the specific, written approval of the District.
- 6.12 DENIAL OF A PERMIT.** The District reserves the exclusive right to deny a permit for service when, in the opinion of the Board, the service applied for would create an excessive demand at any time on either the water or wastewater infrastructure. The request for the permit may be resubmitted to the District Board when the reasons for the original denial of service have been corrected. The District Manager may also issue a denial if the request for service is deficient in any manner.
- 6.13 REVOCATION OF PERMIT.** The District reserves the right to revoke any prior approval of a permit before service has been provided, and thereafter may revoke service to any Owner/Developer who fails to pay any fee or charge imposed by the District, as specified in **Article 9.4.3, Revocation of Permit**, and for any violation of these Rules and Regulations, as specified in **Article 6.10, Permit Information**, and **Article 9, Inspections and Enforcement of Water and Wastewater Regulations**.
- 6.14 FAILURE TO CONNECT/TERMINATION OF WATER/SEWER PERMIT.** Except for property located in the Ravenna Metropolitan District and not connected to the District's water system, the System Development Charge and the Water/Sewer Connection Permit/Availability of Service Certificate, shall expire eighteen (18) months after issuance. If a water and wastewater connection, an approved meter set, or, at a minimum, having satisfactorily met the "rough frame" requirements of Douglas County Building Division, has not been made by the Owner/Developer within eighteen (18) months of the issuance date, the System Development Charge and **Water/Sewer Connection Permit/Availability of Service Certificate** shall expire. The permit shall expire after eighteen (18) months whether the result of actions or inactions of the Owner/Developer, District, or otherwise the fault of others, and all fees paid shall revert to the District with no credit or refund. If the Owner/Developer used a "pre-paid tap credit," **Article 6.4, "Pre-Paid Tap Credit"**, in partial fulfillment of the System Development Charge, and the permit expires, the "pre-paid tap credit" is forfeited along with all other fees and charges. After expiration of the Water/Sewer Connection Permit/Availability of Service Certificate, the Owner/Developer must apply for a new connection permit and will be responsible for paying the then current fees set forth in **Exhibit A, Schedule of Fees, Rates and Charges**. However, an Owner/Developer may extend the permit for a period of six (6) months by paying the Water/Sewer Extension Fee and paying the difference between the current System Development Charge and the amount previously paid. There is no limit to the number of extensions for an individual property. When the Water/Sewer Connection Permit/Availability of Service Certificate expires, a new permit at the current fee must be applied for at each extension of the System Development Charge.
- 6.15 WATER/SEWER CONNECTION PERMIT EXCLUSIVELY FOR RAVENNA.** Rules for a Customer/Developer seeking to connect property located in the Ravenna Metropolitan District to the District's water system are set forth in the Inclusion

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Agreement between the District and Ravenna Metropolitan District, dated November 8, 2017 and this Article 6.15. A Customer/Developer seeking to connect property located in the Ravenna Metropolitan District to the District's water and wastewater system must complete an Application for Water/Sewer Service Permit exclusively for Ravenna. The Sewer System Development Charge for each Equivalent Residential Unit is due with the Application. The Water System Development Charge for each Equivalent Residential Unit shall be due and payable as set forth in the Inclusion Agreement. The Water System Development Charge shall be payable over time with interest, as specified in the Inclusion Agreement. It is anticipated that the Water System Development Charge will be paid via the monthly charge over a period of fifteen (15) years but may be extended as set forth in the Inclusion Agreement. If the construction of a home has begun, the Owner/Developer may extend the permit for a period of six (6) months and by paying the difference between the current System Development Charge and the amount previously paid. There is no limit to the number of extensions for an individual property.

ARTICLE VII. WATER AND WASTEWATER SYSTEMS

7.1 RESPONSIBILITIES OF THE CUSTOMER/OWNER.

7.1.1 WATER AND WASTEWATER SERVICE LINES. See **Article 3.2, Water and Wastewater Service Lines** for definitions of service lines. District responsibilities are as specified in **Article 3.1, District Facilities** and **Article 3.2.2, District Ownership and Responsibilities**. Customer/Owner responsibilities are as specified in **Article 3.2.1, Customer Ownership and Responsibilities**. Damage, breaks, or stoppages in service lines shall be repaired by the Customer/Owner as specified in **Article 3.2.1, Customer Ownership and Responsibilities**. The District considers any water line break or wastewater stoppage a threat to the safety and welfare of people that live in the District and treats same as an emergency. In the case of a water line break, service shall be temporarily disconnected at the curb stop valve, meter pit or main line valves until appropriate repairs are completed. If the District considers that in the case of a waterline break or wastewater stoppage the safety and welfare of the District are in jeopardy, a written notice to the property owner specifying the time limit for the repairs to be completed will be given. If progress on the repair has not been made within the time specified on the written notice, the District shall have the authority to make the repair and to collect from the Customer/Owner all resulting costs thereof plus any administrative costs incurred by the District. The District shall be entitled to place a lien against the property of such Customer/Owner securing payment of such costs or be entitled to collect through the civil courts process or in any other legally available manner.

7.1.2 WATER METERS. All water services shall be metered. The Water Meter shall, after installation, inspection and approval, become the property of the District, and shall be maintained by the District. Refer to **Article 3.2.2, District Ownership and Responsibilities**. The Customer/Owner shall promptly notify the District if he believes there is any inaccuracy in Water Meter readings. The radio frequency device attached to the meter is considered a part of the meter. All other equipment, ancillary to the meter (setter, yoke, remote readout if there is one, etc.) piping, pressure reducing valve, control valve, fittings, etc., providing service to the property, is the responsibility of the property owner. The meter pit or curb stop box shall not be covered by any materials and shall be readily visible and accessible to District employees at all times. If meter pit or curb stop box is not visible and/or accessible after inspection it will be considered **Maintenance and Repair** as specified in **Article 9.1.4**.

7.1.3 MOVED OR DESTROYED BUILDINGS. When buildings are moved or destroyed, the original **Water/Sewer Connection Permit/Availability of Service Certificate** shall terminate. If the service lines to the new building are the same size upon reconnection to the new building as they were on the date the building was moved or destroyed, no additional System Development Charge will be required; however, all permitting fees and other fees permitted under the **Schedule of Fees, Rates and Charges in Exhibit A** shall be required. If the size of the service lines increases, the Customer/Owner shall be required to pay the difference between the original System Development Charge provided in the **Water/Sewer Connection Permit/Availability of Service Certificate** for the size of the service

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lines which were disconnected, and the amount of the System Development Charge, for the size of the service lines that are being reconnected.

7.1.4 SEPTIC FACILITIES. A septic facility may not be installed or utilized within the District's service area unless otherwise authorized by the Board of Directors in writing, and subject to such terms and conditions as the Board may determine, in its sole discretion. In the event that the District determines to only provide water service to property at such time that the property is included in the District's service area, septic facilities may be utilized unless otherwise prohibited by the Board of Directors and until the property is connected to the District's wastewater system. If an Owner/Developer wishes to install a septic facility, a written application to the Board of Directors must state what circumstances would be strong enough to cause the Board to overrule existing District policy. The Board may require a Feasibility Study, as specified in **Article 5.3.6, Requirement For Inclusion Feasibility Study**. If a permit for a septic facility is approved and the permit issued, the District shall not be responsible for maintenance of or any hazards created by the septic facility. The District reserves the **Right of Entry, Article 3.3**, to inspect the septic facility from time to time to ensure that the facility does not pose a threat to the health or safety of others in the District. Installation of an unapproved septic facility of any type shall be a violation of **Article 7.2.2, Illegal Acts**.

7.1.5 RIGHT OF ENTRY. The District may enter upon private property for the purpose of inspection, installation, replacement, repair, maintenance, observation, measurement, sampling or testing of water/wastewater systems or any portion of or any appurtenances to, as specified in **Article 3.3, Right of Entry**.

7.1.6 WATER WELLS. A water well may not be installed or utilized within the District's service area unless otherwise authorized by the Board of Directors in writing, and subject to such terms and conditions as the Board may determine, in its sole discretion. If an Owner/Developer wishes to install a water well, a written application to the Board of Directors must state what circumstances would be strong enough to cause the Board to overrule existing District policy. The Board may require a Feasibility Study, as specified in **Article 5.3.6, Requirement For Inclusion Feasibility Study**. If a water well is approved, the District shall not be responsible for maintenance of or any hazards created by the water well facility. The District reserves the **Right of Entry, Article 3.3**, to inspect the water well from time to time to ensure that the facility does not pose a threat to the health or safety of others in the District. The District will not supply water service to the property with a water well without **Backflow/Cross-Connection, Article 7.3.3**, to prevent commingling of water sources with the District's water system. Installation of an unapproved water well of any type shall be a violation of **Illegal Acts, Article 7.2.2**.

7.2 PROHIBITED ACTS.

7.2.1 UNAUTHORIZED PERSONS. No unauthorized person shall connect to or disconnect from, cover, uncover, use, alter, disturb, or open onto the water or wastewater systems without first obtaining the applicable permit or authorization from the District. This includes, but is not limited to, the curb stop box or meter pit.

7.2.2 ILLEGAL ACTS. No person shall maliciously, willfully, or negligently, break, damage, destroy, cover, uncover, deface, tamper, or refuse "right of entry" as

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specified in **Article 3.3, Right of Entry**, to any portion of the water or wastewater systems even though all or portions of the same may be privately owned and maintained by the Customer/Owner. No person shall install or use any type of septic facility or system, or drill or install any water well facility or system within the District's service area, except as otherwise authorized in Articles 7.1.4 and 7.1.6. The District may pursue to the limits of local, state, and/or federal laws any person or persons that cause damage to the District's infrastructure.

7.2.3 EASEMENTS. The District maintains its facilities in easements throughout the service area. No person shall construct or install any structure or improvement on the Easement Area including, without limitation, any building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any tree, shrub, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Easement Area without the District's prior written consent; however, such limitation shall not preclude the planting of grass and other natural vegetation.

7.2.4 PROHIBITED USES. Prohibited uses of the District's systems include, but are not limited to, an unauthorized discharge to the wastewater system, an unauthorized connection or disconnection of water or wastewater service lines, or a tampering or in any way modifying any Water Meter or hydrant, or any other part of the District's system, even though all or portions of the same may be performed on a privately owned and maintained service line. Tampering with any Water Meter in any way or manner without District consent or making an unauthorized connection to the District's water or wastewater service lines is a criminal offense and subject to criminal prosecution. Per Section 18-4-506.5(2), C.R.S., any person who in any manner alters, obstructs, or interferes with the action of any Water Meter without the knowledge and consent of the District commits a class 2 misdemeanor. In addition, per Section 18-4-506.5(1), C.R.S., any person who connects any pipe, tube, stopcock, wire, cord, socket, motor or other instrument or contrivance with any main, service pipe, or other medium conducting or supplying water to any building without the knowledge and consent of the District commits a class 2 misdemeanor.

7.2.5 CONNECTION/DISCONNECTION OF SERVICE. No unauthorized person shall be allowed to connect onto or disconnect from the water or wastewater systems or to enlarge or otherwise add to or change equipment, service or use of property without prior written approval of the District. All requests for a connection/reconnection of District service may be granted or denied by the District Manager at his/her sole discretion. All connections/reconnections of water or wastewater service from the District shall be inspected and approved only by District personnel, regardless of the ownership of any curb stop, meter pit or service line and regardless of the circumstances concerning the connection/reconnection. A connection and/or a reconnection is each a separate, distinct function and shall require additional inspections by District personnel. The District may impose a Connection of service charge, and/or a reconnection of service charge as may be set forth in **Exhibit A, Schedule of Fees, Rates and Charges**, or require an additional Water/Sewer Connection Permit.

7.2.6 UNAUTHORIZED CONNECTIONS. Upon the discovery of any unauthorized connections, including but not limited to bypass of the Water Meter during

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construction, the Customer/Owner may be subject to the provisions of **Article 6.5, Failure to Obtain a Water/Wastewater Connection Permit** and subject to prosecution for any criminal activity specified in **Article 7.2.3, Prohibited Uses**. If an unauthorized connection or disconnection has been made or any other changes, the District shall send written notice to the Customer/Owner of the property specifying the nature of the violation as provided in **Article 9.2.1, Notification of Violation**. The notification will include such information as set forth in **Article 9.2.1, Notification of Violation** and require the Customer/Owner to follow the schedule as specified in **Article 9.2.2, Violation Schedule**.

7.2.7 SECTION INTENTIONALLY OMITTED

7.2.8 CHANGES TO EXISTING SERVICE. No change in the Customer/Owner's existing service lines, equipment, (such as meter pits, curb stops or appurtenances), water or wastewater service, or change in the use of the property served shall be made without obtaining a modified **Water/Sewer Connection Permit**. The payment of any fees shall also be required as set forth in **Exhibit A, Schedule of Fees, Rates and Charges**, and the Customer/Owner must obtain approval of the changes by the District. If any such change made will, in the opinion of the District, increase the burden, as specified in **Volume 1, Part 2, Technical Standards and Specifications**, placed on the District's systems by the Customer/Owner, the District shall determine if an additional System Development Charge is required for the property along with any additional service charges. If any changes to the existing service are made without obtaining a modified Water/Sewer Connection Permit/Availability of Service Certificate the District shall determine if the charges or fees shall be retroactive to the date of the start of the use of the additional District resources and/or may require a penalty be assessed for a violation of **Article 7.2.3, Prohibited Uses** and **Article 9.2, Violations**

7.2.9 NOTIFICATION OF VIOLATION. If the District, after inspection of the infrastructure in question, believes any customer, owner, developer or resident has changed its equipment, service, or use of its property in violation of these Rules and Regulations, it shall so notify the customer, owner, developer or resident of the nature of the changes made that violate the Rules and Regulations and shall follow the procedures as provided in **Article 9.2.1, Notification of Violation**. The notification will include such information as set forth in **Article 9.2.1, Notification of Violation** and require the Customer/Owner to follow the schedule as specified in **Article 9.2.2, Violation Schedule**. Failure to respond or make corrections within the specified time schedule will result in a violation as specified in **Article 9.2, Violations** and may include disconnection of service and prosecution of criminal activity specified in **Article 7.2.3, Prohibited Uses** or for any other violation of Federal and State Law.

7.2.10 MULTIPLE USE OF WATER. No Customer/Owner shall make use of Gray Water for any purpose including watering indoor or outdoor plants, shrubs, trees, bushes, grass or other vegetation. If District personnel discover that a Customer/Owner is using Gray Water for any purpose, the District shall give written notice to the Customer/Owner of the property specifying the nature of the violation and the steps required to correct the violation. Failure to respond or make corrections within the specified time will result in a penalty as specified in **Article 9.2 Violations**.

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Normal Wastewater shall mean domestic quality water which has been used and discharged into the wastewater system and which contains animal or vegetable matter in suspension or solution from residences, commercial buildings, institutions and industrial establishments not requiring pretreatment in accordance with Colorado Department of Public Health and Environment, Water Quality Control Division's current regulations. Normal wastewater shall also include "Gray Water" or domestic quality wastewater which has been used but has not been discharged into the wastewater system but has been collected into a receptacle by a Customer/Owner and is intended for re-use for irrigation or other purposes. Other than normal waste, a special permit is required that authorizes discharge of special waste to the District's wastewater system. Volume 1, Part 2 Standards and Specifications, of these Rules and Regulation's contains expanded definitions of these terms and possible pretreatment procedures that may be utilized in order to bring the wastes in compliance with the normal waste standards.

7.3 RESTRICTIONS ON USE OF THE WATER SYSTEM.

7.3.1 HIGH DEMAND USES. The District's potable water system has been planned and constructed to provide potable water for conventional domestic and commercial uses and for fire protection. Higher demand for other than conventional use shall follow the rules stated in the following.

1. Persons requesting a **Water/Sewer Connection Permit/Availability of Service Certificate** to use the water system to supply an industrial process or other commercial purpose which could be expected to require large quantities of water or unusual demand rates, shall be required to submit demand data as to water use and wastewater volumes before issuance of a permit will be considered. Use limitations and special discharge permit may be required by the Board.
2. Persons requesting a **Water/Sewer Connection Permit/Availability of Service Certificate** to use the water system to supply a property shall have a water service line that shall be sized according to the current **AWWA Manual M 22**, as specified in **Volume 1, Part 2, Technical Standards and Specifications**. The District may require residential structures to provide fixture counts per the current Uniform Plumbing Code at any time the District determines a high demand use may exist. If fixture counts are above the number recommended in the current Uniform Plumbing Code, the Customer/Owner may be required to pay an additional System Development Charge. Property containing additional outlying structures, as specified in **Volume 1, Part 2**, shall be required to purchase additional water connections based on the required line size in accordance with the current Uniform Plumbing Code, to be determined by the District Engineer. In addition, a special discharge permit may be required. Only the District Manager may grant exceptions.
3. No separate irrigation-only water taps are allowed. New development is strongly encouraged to plan for low water use landscaping and avoid irrigated turf.

7.3.2 COLORADO WATER CONSERVATION PROGRAM. The Board of Directors has

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adopted the Colorado Water Conservation Program or “CWCP” in order to promote efficient water use during high demand water months and to discourage water waste. The CWCP is adopted by Resolution and made a part of these Rules and Regulations as **Exhibit D**. The CWCP applies to all District residents and property owners.

7.3.3 BACKFLOW/CROSS-CONNECTION. Except as expressly permitted, water in the District's system and water from any other source shall not be commingled. Water from any other source shall be distributed through a system entirely independent of the District's system, as specified in **Volume 1, Part 2, Technical Standards and Specifications**.

1. **BACKFLOW/CROSS-CONNECTION PREVENTION DEVICE.** If a Backflow/Cross-Connection Prevention Device Permit is issued and the potential of backflow is present, a backflow prevention device approved by the District shall be installed to prevent its occurrence. The Customer/Owner shall install, operate, test, and maintain the backflow prevention device as required by the District. The Customer/Owner may be required to provide the District with yearly, certified test results of the backflow preventer. Tests should be made on the device at a minimum of once per year or as determined by the District. Design specifications, engineering standards, testing and reporting standards are found in **Volume 1, Part 2, Technical Standards and Specifications**, of these Rules and Regulations.

7.4 RESTRICTIONS ON USE OF THE WASTEWATER SYSTEM.

7.4.1 GENERAL RESTRICTIONS. Rules, definitions, and technical information on special and prohibited wastes, pretreatment of special wastes, interceptor requirements for special wastes, and special manhole requirements may be found in **Volume 1, Part 2, Technical Standards and Specifications**, of these **Rules and Regulations**.

1. No waste or wastewater other than normal household biodegradable wastewater may be discharged into the wastewater system unless the District has issued a permit to the Customer/Owner.
2. No person shall discharge or cause to be discharged, through sump pumps, other types of pumps, downspouts, drains, any storm water, surface water, roof runoff, groundwater, sub-surface drainage, cooling water or untreated process waters directly or indirectly via service lines, manholes or storm drainage facilities to any portions of the District's wastewater system unless a permit has been issued to the Customer/Owner by the District.
3. Any wastes which may qualify as special waste, as specified in **Volume 1, Part 2, Technical Standards and Specifications**, may require analysis at a District approved laboratory at the Customer/Owners expense prior to discharge to the wastewater system, and may be discharged only upon the issuance of a permit to the Customer/Owner by the District.

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4. Prohibited waste shall not be discharged into the wastewater system.

7.4.2 UNAUTHORIZED DISCHARGE. Examination for the possibility of any such unauthorized discharge or condition may be made, as specified in **Article 9, Inspections and Enforcement of Water and Wastewater Regulations**, by the District Manager, District Engineer, District employee or an authorized District maintenance contractor, any of whom shall have the right to enter upon any premises at any reasonable time for the purpose of making such an inspection, as specified in **Article 3.3, Right of Entry**. If it is found that any such prohibited connection or discharge has been made, the Customer/Owner shall stop the discharge immediately. The District shall give written notice of the violation to the Customer/Owner requiring the disconnection of the device from the wastewater system or correction of the condition causing the unauthorized discharge within five days. Failure to correct the prohibited act or acts shall result in a violation that may include fines, penalties and/or disconnection of service as specified in **Article 9.2, Violations**. Otherwise the District shall make such disconnection or correction and the cost thereof, as specified in **Article 9.3 Cost Assessments**, shall be paid by the Customer/Owner of the property and/or person(s) causing such unauthorized discharge.

7.5 EMERGENCY RESPONSE

7.5.1 CIRCUMSTANCES CONSTITUTING AN EMERGENCY. Certain circumstances may constitute an emergency and District Personnel will respond subject to the following:

1. If water or wastewater is being discharge from any pipe, meter or other appurtenance of the District's system, it shall be reported immediately to the District. During normal business hours, 8:00 – 4:30 p.m. Monday through Friday, report the emergency to the District's office, (303) 979-7286. If an emergency occurs outside of normal business hours, call the office and follow the prompts or contact the District's after hours on-call service, and they will contact the District's on-call personnel. District on-call personnel will do their best to respond as soon as possible. Note that water shut-offs, due to nonpayment, are not considered to be an emergency.
2. When contacting the District due to an emergency, the customer should inform the District if the emergency is not resulting in the discharge of water or wastewater that will damage private property or pose a risk to public health or the environment. In these cases, District on-call personnel will respond within two (2) to four (4) hours from the time the call is received.
3. If District on-call personnel respond to an after-hours emergency and it is determined the problem is with the water or wastewater pipes, valves or other appurtenances owned by and the responsibility of the owner, the owner will be charged the following:
 - a. One hundred dollar (\$100.00) after-hours on-call response charge;
 - b. Time and material charges for District on-call personnel, vehicles, tools and materials; and

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- c. An administrative fee equal to fifteen percent (15%) of the time and materials charge.

- 4. If an owner must schedule contractors or plumbers after hours to facilitate repairs or maintenance that require District personnel to be present to operate curb stops or for other reasons, the District may waive the \$100.00 after-hours on-call response charge set forth in **Article 7.5.1.3.a** if the owner makes arrangements with the District in advance to schedule the work.

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ARTICLE VIII. FEES

- 8.1 ADOPTION OF FEES.** The District Board is empowered to adopt fees, rates, tolls, penalties, and charges pursuant to § 32-1-1001 (1)(j), C.R.S. Current fees, rates, tolls, penalties, and charges imposed by the District are set forth in **Exhibit A, Schedule of Fees, Rates and Charges**. **Exhibit A** may be amended at any time as specified in **Article 1.6, Amendment/Modification/Waivers**.
- 8.2 RESPONSIBILITY FOR COSTS.** Any person or entity who seeks to do business with the District, obtain agreements with the District, obtain approval of plans from the District, or otherwise undertake activities which cause the District to incur costs or fees, shall be responsible for reimbursing the District for all such costs. Any activities by persons or entities that may require additional costs to the District, such as but not limited to additional administrative, engineering or legal costs, shall reimburse the District for all such additional costs. Such reimbursement shall be due at such time as the person or entity receives an invoice from the District or as the Board directs, but in no case later than the date when agreements are executed, approvals are delivered, or such person or entity receives benefit from the District for such activities.
- 8.3 PENALTIES FOR NON-PAYMENT.** At any time a Customer/Owner is past due in payment of any charges due to the District, as set forth in **Exhibit A, Schedule of Fees, Rates and Charges**, the District shall have the right to assess an interest charge and penalties. The District shall further have the right, in its sole discretion, to terminate service to any Customer/Owner whose account for Water/Wastewater Service Rates and Charges, as defined in **Exhibit B Definitions** becomes sixty (60) days or more past due as set forth in **Article 9.4.1, Penalties for Non-Payment of Service Charges**. The District has the right to assess to any Customer/Owner who is past due in payment of any charges due to the District, all legal fees, court costs, connection and/or reconnection of service fees, and all other costs necessary to or incidental to the collection of said account. The District shall require a deposit, as set forth in **Exhibit A, Schedule of Fees, Rates and Charges**, to reconnect water service to any structure for any Customer/Owner that has filed bankruptcy after the Customer/Owner's water service has been disconnected due to nonpayment of charges due. Such Customer/Owner's invoice shall reflect charges due from the date of the bankruptcy forward. Customer/Owner may appeal the non-payment penalties through the appeal process as stated in **Article 10, Hearing and Appeal Procedures**.
- 8.4 COLLECTION POLICIES.** Following efforts to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations and/or Colorado law, if it becomes necessary for the District to initiate foreclosure proceedings as allowed by § 32-1-1001(1)(j), C.R.S., as amended, the District shall in each such case be entitled to assess all legal fees, costs of collection, and a foreclosure penalty against the subject property, which penalty shall be payable in full upon assessment and shall be included in the lien then being foreclosed. Payment of said foreclosure penalty and any and all other fees outstanding against the subject property shall be a precondition to the resumption of service to that property.
- 8.5 FORFEITURES.** In addition to all other rights and remedies provided to the District herein, the District shall be entitled to revoke the Water/Sewer Connection Permit/Availability of Service Certificate issued to any person or entity which fails to pay any fee or charge imposed by the District, or violates the District's Rules and

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Regulations. The District shall not be obligated to grant a credit to such person for the price paid for such Water/Sewer Connection Permit/Availability of Service Certificate that includes the System Development Charge.

**ARTICLE IX. INSPECTIONS AND ENFORCEMENT OF
WATER AND WASTEWATER REGULATIONS**

9.1 INSPECTIONS. Inspection(s) shall be performed by a District inspector who will inspect, and accept or reject, all construction work completed and materials furnished by a contractor, or any other work, as detailed in the Rules and Regulations. Inspections of new and/or existing connections and related appurtenances to the District's system, as specified in **Article 3.2.1, Customer/Owner Ownership and Responsibility** may be performed by the District to ensure the health, safety, and welfare of the public water and wastewater systems as well as compliance with these Rules and Regulations. The charge for scheduled inspections or return trips (re-inspections) for new connections shall be as set forth in **Exhibit A, Schedule of Fees, Rates and Charges**. The District may enter upon private property for the purpose of inspection, installation, replacement, repair, maintenance, observation, measurement, sampling or testing of water/wastewater systems or any portion of or any appurtenances to, as specified in **Article 3.3, Right of Entry**.

Permits may or may not require inspections. The individual or entity obtaining a permit from the District assumes that the District may inspect, at any time, any or all of the facilities that the permit was issued for. Some permits have one inspection included in the cost of the permit. **Return Trip Fees (Re-inspections)** may have penalty charges added to the original cost of the permit. See **Exhibit A, Schedule of Fees, Rates and Charges**.

9.1.1 RESTRICTIONS ON USE OF WATER SYSTEM. Restrictions on use of the water systems, as specified in **Article 7.3, Restrictions on the Use of Water System**, shall be corrected or abated by the Customer/Owner as directed by the District.

9.1.2 RESTRICTIONS ON USE OF WASTEWATER SYSTEM. Discharge of water, wastes or wastewater by a Customer/Owner in any manner which is in violation, as specified in **Article 7.4, Restrictions on the Use of Wastewater System**, shall be declared a public nuisance and shall be corrected or abated by the Customer/Owner as directed by the District.

9.1.2.1 OBSTRUCTION OF SYSTEMS. When a discharge of wastes or wastewater causes an obstruction, damage or any other impairment to the District facilities, the District may assess charges against the Customer/Owner for the costs incurred in cleaning or repairing the facility. These charges shall be due and payable immediately upon the District's invoicing of the Customer/Owner.

9.1.3 EMERGENCIES. The District considers any water line break or wastewater stoppage as a threat to the safety and welfare of people that live in the District and treats any water line break or wastewater stoppage as an emergency. Pre-approved contractors authorized by the District may do the work. This work does not require that permits be obtained prior to performing the work but does require written or verbal authorization by the District. If an emergency is deemed by the District to exist, the District at its discretion, may disconnect the water and/or wastewater service line from the District's water and wastewater system, until such time as the District has received adequate assurance that any and all violations of the District's Rules and Regulations will cease and will not occur in the future. Emergency work may be inspected at any time during

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the duration of the emergency and after the emergency is over to ensure that emergency repairs were made according to the Rules and Regulations of the District. The District will, as soon as possible, provide written Notification of Violation, as specified in **Article 9.2, Notification of Violation**, to the customer, owner, developer, or resident citing the circumstances giving rise to the emergency and the reasons for termination of service, providing the other information specified in the **Notification of Violation**, and providing an opportunity for a hearing before the District. The fees charged for emergency inspections shall be shown in **Exhibit A, Schedule of Fees, Rates and Charges**.

9.1.4 MAINTENANCE AND REPAIR ENFORCEMENT. If routine Maintenance and Repair is deemed by the District to exist, which is the Customer/Owner responsibility as specified in **Article 3.2.1, Customer/Owner Ownership Responsibility**, the District will give written notice to the Customer/Owner. Written notice will include a brief description of the maintenance and/or repair needed, contact information and request for response from the Customer/Owner within a stated time frame. Failure to respond within stated time frame will constitute a violation as specified in **Article 9.2, Violations**.

9.2 VIOLATIONS.

9.2.1 NOTIFICATION OF VIOLATION. If the District, after inspection, determines that an emergency exists, **Article 9.1.3, Emergencies**, the emergency shall be corrected at the Customer/Owner's expense. If a non-emergency violation of these Rules and Regulations has occurred, the District shall so notify the Customer/Owner of the nature of the violation. The notification will include, at the District's discretion, the steps that are required to correct the deficiencies noted and a time frame to correct said deficiencies. A statement of the District's intent to assess any fees or any penalties, to discontinue service, and/or to file criminal charges against the Customer/Owner for violation of State law specified in **Article 7.2.3, Prohibited Uses** for any other violation of Federal and State law, will also be included in the notification.

9.2.2 VIOLATION SCHEDULE. Except in the case of an emergency, the Customer/Owner shall be afforded ten (10) days in which to respond to the District's notice. Failure to respond as required herein within the ten (10) day period shall be deemed to establish the fact of the violation and the District will have the right to take action to correct the violation at the Customer/Owner's expense and to pursue criminal charges against the Customer/Owner for violation of State law as specified in **Article 7.2.3, Prohibited Uses** or for any other violation of Federal or State law. Fees, penalties and actions deemed appropriate by the District shall be assessed and/or enacted against the Customer/Owner and/or the property in question and shall be collected as provided under these Rules and Regulations and Colorado law, **Article 8.5, Collection Policies** and **Article 9.4.2, Penalties for Non-Payment of Other Than Service Charges**.

9.2.3 RESOLUTION OF VIOLATION. If the Customer/Owner responds within ten days, the District Manager may defer payment of the violation fees pending a resolution of the violation; provided, however, the Customer/Owner may remain subject to prosecution for any criminal activity specified in **Article 7.2.3, Prohibited Uses** or

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for any other violation of Federal and State law. Such a response by the Customer/Owner shall include permission to make such inspections of the property in question as the District Manager or his representatives shall deem necessary to establish the fact that the corrections of the deficiencies noted have been made to the District's satisfaction. The Customer/Owner shall thereafter take all steps prescribed by the District Manager and shall pay all required fees within the time period established by the District Manager. Nothing in this Article 9.2 shall prevent the District from seeking criminal charges against the Customer/Owner for any illegal acts described in **Article 7.2.3, Prohibited Uses** or for any other violation of Federal and State law.

9.3 COST ASSESSMENTS.

9.3.1 ASSESSMENT OF COSTS FOR INSPECTIONS AND VIOLATIONS. The cost incurred for any such inspection, notice of violation, action or proceeding, shall be charged to the Customer/Owner, and, until paid, shall constitute a perpetual lien against the property. The District shall have all legally available remedies for the collection of such costs and any penalties assessed by the District. The District shall also be entitled to recover its costs of collection.

9.3.2 PENALTIES. Any person who shall violate any provision of these Rules and Regulations shall be fined, as specified in **Exhibit A, Schedule of Fees, Rates and Charges**, and/or prosecuted to the full extent of Colorado law. All costs and expenses, legal, engineering, administrative, court costs, penalties assessed, and any other expenses incurred, prosecuting the violator will be collected by lien or through the courts.

9.3.3 CIVIL LIABILITY. Any person who intentionally or negligently violates any provision of these Rules and Regulations or the conditions set forth in any permit duly issued shall be subject to civil liability to the District. Violators shall be prosecuted to the full extent of Colorado law. All costs and expenses, legal, engineering, administrative, court costs, penalties assessed, costs of collections, and any other expenses incurred prosecuting the violator will be collected by lien or through the courts.

9.3.4 APPEAL AND HEARING PROCEDURES. An appeal concerning the interpretation, application, or enforcement of the Rules and Regulations of the District must be presented in writing to the District Manager, as specified in **Article 10.1, Request for Hearing**.

9.4 PENALTIES.

9.4.1 PENALTIES FOR NON-PAYMENT OF SERVICE CHARGES. Any time a Customer/Owner is overdue in payment of any service charges set forth in set forth in the **Exhibit A, Schedule of Fees, Rates and Charges**, due the District, the District shall have the right to assess an interest charge and/or penalties as set forth in the **Exhibit A, Schedule of Fees, Rates and Charges**. The District shall further have the right, in its sole discretion, to disconnect service to any Customer/Owner who becomes thirty (30) days or more overdue in payment for scheduled services. If payment of the outstanding obligation or a request for a hearing, as specified in **Article 10.1, Request for Hearing**, is not received by the

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District, the District Manager or other District representative shall disconnect the service and the Customer/Owner shall be assessed the cost, as specified in **Exhibit A, Schedule of Fees, Rates and Charges** of the disconnection, and, additionally, shall be assessed the cost of reconnection when service is restored.

9.4.2 PENALTIES FOR NON-PAYMENT OF OTHER THAN SERVICE CHARGES. At any time a Customer/Owner is overdue in payment of any charges due to the District, the District shall have the right to assess an interest charge and/or penalties as set forth in the **Exhibit A, Schedule of Fees, Rates and Charges**. The District shall further have the right, in its sole discretion, to disconnect service to any Customer/Owner who becomes thirty (30) days or more overdue in payment for services. If payment of the outstanding obligation and penalties or a request for a hearing, as specified in **Article 10.1, Request for Hearing**, with any required deposit is not received, the District Manager or other District representative shall disconnect the service and/or revoke all permits and other rights to perform work or otherwise conduct business within the District. The Customer/Owner shall be assessed the cost of the disconnection and the reconnection of service as specified in **Exhibit A, Schedule of Fees, Rates and Charges**. The District shall have all legal remedies to collect any outstanding obligations, as specified in **Article 9.6, District Rights**. Non-payment of any charges due the District may have a chilling effect on the Customer/Owner position with the District on any other properties within the District.

9.4.3 REVOCATION OF A WATER/SEWER CONNECTION PERMIT/AVAILABILITY OF SERVICE CERTIFICATE. The right to connect to the District's systems and receive services shall be revocable by the District upon non-payment of any District fees owing to the District and remaining unpaid for a period of thirty (30) days, whether or not the Customer/Owner with the right to connect has actually connected to the District's systems. Such revocations shall be conducted in the same manner as specified in **Section 9.4.2, Penalties for Non-Payment**. If the Water/Sewer Connection Permit/Availability of Service Certificate is revoked, the Customer/Owner may reacquire such rights only by paying all fees, charges and any penalties due and owing the District and requesting the reinstatement of the Customer/Owner's original Water/Sewer Connection Permit/Availability of Service Certificate. If the revoked permit is reinstated, the expiration date of the permit remains the same as in the original permit. It is in the District's sole discretion to reinstate the revoked Water/Sewer Connection Permit/Availability of Service Certificate or to require the Customer/Owner to purchase a new Water /Sewer Connection Permit/Availability of Service Certificate and System Development Charge paying all the then applicable fees and charges, **Exhibit A, Schedule of Fees, Rates and Charges**.

9.5 REQUEST FOR HEARING.

9.5.1 REQUEST FOR HEARING. When the Customer/Owner has been given a notice of service revocation as specified in **Article 9.4.1, Penalties for Non-Payment of Service Charges**, the Customer/Owner may request that a hearing be held as specified in **Article 10.1, Request for Hearing**.

9.6 DISTRICT RIGHTS

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9.6.1 **DISTRICT RIGHTS.** The District has the right to assess to any customer, owner or developer overdue in payment of his account, all legal fees, court costs, connection and/or reconnection of service fees, and all other costs necessary to or incidental to the collection of said account. The District shall have all legal remedies to collect any outstanding obligation including the filing of liens against property or to initiate foreclosure proceedings.

9.6.2 **FORECLOSURE PROCEEDINGS.** Following efforts to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations and/or Colorado law, if it becomes necessary for the District to initiate foreclosure proceedings as allowed by § 32-1-1001(1)(j), C.R.S., as amended, the District shall in each such case be entitled to assess all legal fees, costs of collection, and other costs, which costs shall be payable in full upon assessment and shall be included in the lien then being foreclosed. Payment of said costs and any and all other fees outstanding against the subject property shall be a precondition to the resumption of service to that proper.

ARTICLE X. HEARING AND APPEAL PROCEDURES

- 10.1 REQUEST FOR HEARING.** The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the District, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Article shall not apply to the following complaints: (1) complaints arising out of the interpretation of the terms of District contracts; and (2) complaints which arise with regard to personnel matters, which complaints shall be governed exclusively by the Board.
- 10.2 INITIAL COMPLAINT--INFORMAL RESOLUTION BY DISTRICT MANAGER**Error! Bookmark not defined.. Complaints concerning the interpretation, application, or enforcement of Rules and Regulations of the District must be presented in writing to the District Manager. Upon receipt of a complaint, the District Manager, after a full and complete review of the statement of the complaint, may take such action and make such determination as may be warranted and shall notify the person complaining of the action or determination by mail within fifteen (15) days after receipt of the complaint. Informal decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.
- 10.3 REVIEW BY DISTRICT BOARD.**
- 10.3.1 REQUEST FOR REVIEW.** In the event the informal decision of the District Manager is unsatisfactory to the complainant, the complainant may request that the matter be submitted to the Board by sending a letter so specifying to the District Manager. In its sole discretion, the Board may affirm the informal action of the District Manager or may direct that other action be taken. At this stage, the Board shall attempt to resolve the issue informally without formal public hearings.
- 10.3.2 FORMAL PUBLIC HEARINGS.** Except as provided in these Rules and Regulations, the Board has no obligation to conduct formal public hearings. It may choose to do so at its sole discretion, upon the request of a party who has exhausted the procedures specified in **Article 10.2, Initial Complaint** and **Article 10.3.1, Request for Review**.
- 10.3.3 NOTICE TO COMPLAINANT.** A complainant shall be given notice of any formal public hearing with the Board, by certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a formal public hearing in less time. When an attorney represents a complainant, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.
- 10.4 CONDUCT OF HEARING.**
- 10.4.1 PRESIDING OFFICER.** If a formal public hearing by the Board is held, the Board President shall preside. The complainant and the District Manager or representatives of the District shall be permitted to appear in person. Legal counsel may represent each the complainant and the District or another person selected.
- 10.4.2 RIGHTS OF COMPLAINANT.** At the formal public hearing the complainant or his

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representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any person; and the right to oppose any testimony or statement that may be relied upon in support of, or in opposition to, the matter complained of. The Board may receive and consider any evidence that has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

- 10.4.3 BOARD DECISION.** The Board shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Rules and Regulations that are the subject of the complaint. The decision shall be based upon evidence presented at the formal public hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.
- 10.5 FINDINGS.** At or subsequent to the formal public hearing, the Board shall make written findings and shall cause an order to be issued to the complainant disposing of the matter. A copy of the order shall be mailed to the complainant not later than fifteen (15) days after the date of the formal public hearing.
- 10.6 BOARD'S DECISION FINAL.** The decision of the Board shall be final. In its sole discretion, the Board may reconsider its decision if requested in writing to do so by the complainant. Any such request must state any new or any other circumstance in order to justify reconsideration.

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**EXHIBIT A
SCHEDULE OF FEES, RATES AND CHARGES**

1.0 RESIDENTIAL AND COMMERCIAL CUSTOMER FEES, RATES AND CHARGES

Visit <https://www.roxwater.org/water/rates-fees/> to view current rates and fees.

**EXHIBIT B
DEFINITIONS**

ABBREVIATIONS

C.R.S. shall mean Colorado Revised Statutes.

GPD/Acre shall mean gallons per day per acre.

TBD shall mean To Be Determined.

ADMINISTRATIVE FEES shall mean all costs incurred by the District to accomplish a given task. These costs may be but are not limited to, out-of-pocket expenses, fees for preparation and publication of legal notices, preparation of District resolutions and Court orders, and other costs related thereto, including all costs incurred by the District for accounting, attorneys, engineers and other professional consultants who assist in evaluating proposals, contracts, agreements or other types of projects where the District may incur costs and/or general administrative processing activities or internal staff time.

ADMINISTRATIVE EXPENSES shall mean all other expenses incurred by the District for the processing of work that is not covered by specific **Office Staff Fees**. These fees will be determined on an individual basis.

AGREEMENT shall mean a written agreement between individuals or entities and the District to legally bind the parties in the agreement to accomplish work as specified therein, to define terms, conditions and procedures for providing water and wastewater improvements and/or services, or to use District facilities in a clearly defined or specified manner.

AVAILABILITY OF SERVICE CHARGES shall mean the availability of water and wastewater service or readiness to serve or standby charge permitted and described in Section 32-1-1006 (1)(h)(I), C.R.S. and otherwise permitted by the District's Service Plan, both as amended from time to time. Availability charges are assessed for property within the boundaries of the District. Availability of Service Charges shall be imposed, based on platted or zoned density of each existing Residential Unit or upon each acre of property upon which any development may be constructed and water or wastewater service lines are within 100 feet of the property line. The amount of the charge shall be as set forth in **Exhibit A, Schedule of Fees, Rates and Charges**.

BACKFLOW/CROSS-CONNECTION shall mean any physical arrangement whereby a potable supply is connected, directly or indirectly, with any other water supply, irrigation system, wastewater line, drain, underdrain, conduit, tank, or plumbing fixture, in which contaminated water, sewage, or other waste, liquid or gas, may contaminate or pollute the potable water supply as a result of backflow, backsiphonage, suction or any other cause. Bypass arrangements, jumper connections, removal spools, swivel or changeover devices, four-way valve connections, and other temporary or permanent devices through which, or because of which, backflow could occur are considered to be cross-connections in accordance with current Colorado Department of Health Regulations. Backflow prevention devices must be used to prevent backflow caused by cross-connection. **Article 7.3.3, Backflow/Cross Connection**.

BACKFLOW/CROSS-CONNECTION PREVENTION DEVICE shall mean a device or means designed to prevent backflow created by backpressure, backsiphonage or backpressure and backsiphonage acting together.

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BACKFLOW/CROSS-CONNECTION PREVENTION DEVICE PERMIT shall mean a permit to allow the installation of a device or means designed to prevent backflow created by backpressure, backsiphonage or backpressure and backsiphonage acting together. The Customer/Owner shall install, operate, test, and maintain the backflow prevention device as required by the District. The Customer/Owner shall be required to provide the District with yearly, certified test results of the backflow preventer. Tests should be made on the device at a minimum of once per year or as determined by the District. **Article 7.3.2.1, Backflow Prevention Device, and Part 2, Technical Standards and Specifications.**

BLASTING. See **Explosives.**

BOARD AND/OR BOARD OF DIRECTORS shall mean the elected governing body of the Roxborough Water and Sanitation District.

BONDS shall mean performance and labor and material payment bonds or financial instruments.

CHATFIELD BASIN WATERSHED ASSOCIATION FEE is a part of the **Water/Wastewater Connection Permit/Availability of Service Certificate** fee charged to cover costs associated with the Chatfield Basin Watershed Association. The Association is charged with assuring the quality of water entering Chatfield Reservoir is not being degraded by its members. **Exhibit A, Schedule of Fees, Rates and Charges.**

CHECK INSUFFICIENT FUNDS CHARGES shall mean a charge placed on an account to recover the cost of processing a returned check. **Exhibit A, Schedule of Fees, Rates and Charges.**

CLEANUP shall mean the maintaining of work sites in a reasonable state of order and cleanliness.

COMMERCIAL CUSTOMER FEES, RATES AND CHARGES shall mean fees upon commercial uses within the boundaries of the District where the District provides service. These fees are set forth **Exhibit A, Schedule of Fees, Rates and Charges.**

CONTRACTOR shall mean any person, corporation, firm, partnership, or other legal entity which performs work or furnishes materials to property within the District or undertakes to construct, alter, move, demolish, repair, replace, excavate or add to any District facilities covered by these Rules and Regulations.

COPY CHARGE shall mean the charge per page for District personnel to make copies for non-District personnel using the District copy machine. **Exhibit A, Schedule of Fees, Rates and Charges.**

CORPORATION STOP (CORP STOP) shall mean the valve that connects the water service line to the water main line.

CROSS-CONNECTION. See **Backflow.**

CURB STOP shall mean the valve and box installed on a water service line to provide a means to shut off the service line. Usually at or near the Customer/Owner's property line and, provided it is located within the easement at the property line, defines the point where ownership of the service line transfers from the District to the Customer/Owner.

CUSTOMER/OWNER shall mean any person, company, corporation or other legal entity authorized

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to use the District's water or wastewater systems under a permit issued by the District. Customer/Owner may also mean the property's titleholder of record or a resident of the District.

DAY(S) or days shall mean calendar days unless "business days" are indicated.

DESIGN FLOW (WASTEWATER) shall mean the design of the wastewater collection system and shall include wastewater service for the entire area tributary to the outfall point according to the formulas in **Volume 1, Part 2, Technical Standards and Specifications**.

DESIGN FLOW (WATER) shall mean the design of the water distribution system based on the number and type of properties to be served according to the formula in **Volume 1, Part 2, Technical Standards and Specifications**.

DEVELOPER shall mean any person, company, joint venture, partnership, corporation or other legal entity that is the owner or developer of property and which desires service from the District or the right to construct an extension, improvements or other facilities in the District.

DEVELOPER FIELD WORK PERMIT shall mean authorization that allows a developer/owner to construct water and wastewater facilities within the District and wishes to convey the constructed facilities to the District. **Article 6.2, Required Permits, Exhibit A, Schedule of Fees, Rates and Charges**.

DEVELOPMENT shall mean any activity on property in the District related to the preparation, construction, installation, and modification of improvements of any kind to the District's systems.

DEVIATIONS shall mean an authorization in writing by the District, to make a change or changes to these Rules and Regulations in order to meet special conditions. If an emergency exists, the District Manager or District Engineer may authorize a deviation.

DISCHARGE shall mean outflow to or from the District's wastewater system; the quantity of wastewater passing along a conduit per unit of time; or the rate of such flow.

DISCONNECTION/RECONNECTION OF SERVICE CHARGES (SHUT OFF FEE) shall mean the amount charged to the Customer/Owner of a connected water service to disconnect the water service for nonpayment of debt or other valid reasons as determined by the District. After the debt has been paid or the reason for disconnection has been remedied, the charge for reconnection is assessed. Each instance of a disconnection or reconnection of water service is chargeable. **Article 9.4, Penalties and Exhibit A, Schedule of Fees, Rates and Charges**.

DISTRICT shall mean the Roxborough Water and Sanitation District or the Board of Directors of the District.

DISTRICT BOARD AND/OR BOARD OF DIRECTORS OR BOARD shall mean the elected governing body of the Roxborough Water and Sanitation District.

DISTRICT ENGINEER OR ENGINEER shall mean the engineering firm, or duly authorized representative, designated by the District to act on its behalf in all engineering and related matters.

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DISTRICT FACILITIES shall mean all improvements and water and wastewater systems constructed by or for the District, which are or may become the property of the District.

DISTRICT MANAGER OR MANAGER shall mean General Manager of the District, or duly authorized agent designated by the District to act on its behalf in all management related matters.

DISTRICT PERSONNEL are persons or entities granted permission by the District Manager to perform work on the District's systems.

DISTRICT SYSTEM(S) shall mean the District water and/or wastewater facilities, or any other property owned by the District.

DRAINAGE(S) shall mean an artificial or natural surface on which water flows either intermittently or continuously.

DRAWING(S) OR PLANS shall mean profiles, cross sections, drawings, and supplemental drawings, approved by the District that show the locations, character, dimensions or details of the work. Drawings also refers to standard detail drawing specifications for use by Customer/Owner or Developer/Owner in designing new or extended facilities to be owned and operated by the District. These drawings are available from the District Engineer upon request.

AS BUILTS are drawings that show construction as completed and are signed and sealed by the design engineer.

CONSTRUCTION DRAWINGS shall mean drawings that show what is to be constructed and shall be signed by the design engineer, the District Manager and approved by the County.

EASEMENT(S) shall mean the legal right of the District to have access to the District's water and wastewater systems for purposes of inspection, maintenance, repair, replacement, construction or the laying of new lines.

EFFLUENT shall mean wastewater after it has been processed through the wastewater treatment plant. This effluent may be used for irrigation purposes or discharged to a waterway as approved by the Colorado Department of Health.

EMERGENCY INSPECTIONS shall mean inspections done without notification on an emergency basis in order to protect the District's customers or facilities. Pre-approved contractors authorized by the District may perform the inspections. If the inspection shows that work is required to bring the emergency into compliance with the District's Rules and Regulations this work does not require that permits be obtained prior to performing the work. **Article 9.1.3, Emergencies and Exhibit D, Inspections.**

EMERGENCY WORK shall mean work done without notification on an emergency basis in order to protect the District's customers or facilities. Pre-approved contractors authorized by the District may perform the work. This work does not require that permits be obtained prior to performing the work. **Article 9.1.3, Emergencies.**

EMERGENCY WORK PERMITS AND INSPECTIONS. The District considers any water line break or wastewater stoppage as a threat to the safety and welfare of people that live in the District and treats any water line break or wastewater stoppage as an emergency. Pre-approved contractors authorized by the District may perform the work. This work does not require that permits be obtained

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prior to performing the work but does require written or verbal authorization by the District. Emergency work may be inspected at any time during the duration of the emergency and after the emergency is over to ensure that emergency repairs were made according to the Rules and Regulations of the District. The fees charged for emergency inspections shall be as shown in **Exhibit A, Schedule of Fees, Rates and Charges**.

ENFORCEMENT shall mean that the District requires that all provisions of these Rules and Regulations and any other specifications by the District shall be met.

EQUIPMENT shall mean all machinery and equipment, together with the necessary supplies for upkeep and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of the work.

EQUIVALENT RESIDENTIAL UNIT (EQR) shall mean one single family unit with a 3/4 inch water tap/meter and 4 inch wastewater connection, and designed to be used as only one residential unit, each unit in a duplex, and each residential unit in a multi-family building with water service separately connected to the water main or distribution system. A residential unit is a room or group of rooms which includes or is designed to include kitchen, bathroom, and laundry facilities in which one or more people could reasonably reside. If a residential unit is served by larger than a 3/4 inch water tap/meter, the number of EQRs will be assigned based on the size of the water tap/meter as set forth in Section 1 of EXHIBIT A to these Rules and Regulations. Multi-family buildings with 3 or more units served by a single master meter water tap/meter will be assigned EQRs based on the size of the master meter water tap/meter.

When a separate, building or structure not intended for long-term residential use is added to a residential unit through connections to the existing service lines below the existing water service tap/meter and wastewater connection, a partial System Development Charge (SDC) shall be required, equal to one-half of the District's current SDC as adopted by the Board of Directors, provided that metered water use for both the primary residential unit and the separate structure will be monitored by the District and if use exceeds 0.4 acre feet per year, the difference between the partial SDC previously paid and the current SDC will be due, and the property owner will be billed for 2 EQRs for water and wastewater service going forward.

EROSION CONTROL PLAN shall mean a plan that complies with the Douglas County Storm Drainage and Technical Criteria Manual to control erosion into drainages, streams, lakes and reservoirs.

EXPLOSIVE(S) shall mean chemicals used in blasting to move or remove obstructions from areas that are to be used in the construction of Customer/Owner structures or the construction of or operation of the District's facilities. Overshooting, the use of too much explosive is prohibited. The contractor shall notify all appropriate individuals and entities prior to using explosives. The District requires a special pre-blast meeting.

EXTENSION OF SERVICE shall mean the extension of water and/or wastewater service to unserved property within the then existing boundaries of the District. **Article 5.4, Extension of Service**.

FACILITIES, see **District Facilities**.

FAX CHARGES shall mean the amount charged to FAX for one or more pages. **Exhibit A, Schedule of Fees, Rates and Charges**.

FEES are shown in **Exhibit A, Schedule of Fees, Rates and Charges**.

FIRE FLOW shall mean the quantity, in gallons per minute, of water flowing through a water main necessary to fight fires.

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FIRE SERVICE LINE(S) shall mean a separate water line constructed for the sole purpose of fighting fires. Water service lines shall not be connected to fire service lines.

FINAL ACCEPTANCE OF FACILITIES shall mean a letter delivered by the District to the Owner/Developer upon the expiration of the warranty period set forth in the Preliminary Acceptance of Facilities letter for water and/or wastewater facilities constructed by the Owner/Developer, indicating the Owner/Developer has satisfied all of the requirements of the District as specified in a written agreement between the Owner/Developer and during the warranty period, and that the District accepts the Facilities for ownership, operation and maintenance by the District.

FORECLOSURE OF PROPERTY FEES shall mean all expenses incurred by the District to foreclose on a property for nonpayment of debts and shall be reimbursed to the District through the legal system resulting in the sale of the property. These fees are determined on an individual basis. **Article 8.4, Collection Policies**

GRAY WATER shall mean **Normal Wastewater** that has not been discharged into the wastewater system but has been collected in a receptacle by a **Customer/Owner** and is intended for re-use for irrigation or other purposes. Gray Water shall also be considered Non-Potable Water for purposes hereof.

HIGH DEMAND WATER USE. The District's potable water system has been planned and constructed to provide potable water for conventional domestic and commercial uses and for fire protection. Higher demand for other than conventional use shall follow the rules stated in **Article 7.3.1, High Demand Uses**, and the District may require additional fees and establish limitations before the permit is issued. These fees will be determined on an individual basis.

HYDRANT OR FIRE HYDRANT shall mean a valve assembly on a main waterline that will supply large volumes of water intended for fire protection.

HYDRANT METER DAMAGE DEPOSIT shall mean a deposit required to reimburse the District for the loss or damage of the hydrant meter and the related equipment. Additionally, the user is responsible for any damage to equipment that totals more than the established amount in **Exhibit A, Schedule of Fees, Rates and Charges**.

HYDRANT METER CHARGES shall mean the fees charged for the use of a hydrant meter after a permit is obtained from the District that authorizes connection to and use of District water from a fire hydrant. All such water use shall be metered and paid for as shown in **Exhibit A, Schedule of Fees, Rates and Charges**.

HYDRANT METER MONTHLY SERVICE CHARGE shall mean a monthly service charge added to the **Hydrant Meter Water Charge**. **Exhibit A, Schedule of Fees, Rates and Charges**.

HYDRANT METER PERMIT shall mean the authorization to connect to and the purchase and use of water obtained from a District fire hydrant. All such water use shall be metered and paid for as shown in **Exhibit A, Schedule of Fees, Rates and Charges**.

HYDRANT METER WATER USE CHARGE shall mean the then current hydrant meter rate charged per 1000 gallons of water. **Exhibit A, Schedule of Fees, Rates and Charges**.

ILLEGAL SERVICE LINE CONNECTION (WATER OR SEWER) CHARGE shall mean any charge imposed on the Customer/Owner for illegal use of the District's water and/or wastewater system.

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INCLUSION AGREEMENT shall mean that agreement, entered into between the District and, if applicable, Subdistrict and a person or entity seeking to include property into the District and, if applicable, the Subdistrict, setting forth the terms and conditions for including the property into the District, and if applicable, the Subdistrict, including the payment of costs and fees associated with the inclusion. **Article 5.3, Inclusion Process, Exhibit A, Schedule of Fees, Rates and Charges and Exhibit C, Agreements.**

INCLUSION FEE shall mean the fee paid by an Owner/Developer seeking to include property into the District and, if applicable, the Subdistrict. The Inclusion Fee covers the costs associated with processing the Petition for Inclusion, preparing documents, legal review, noticing the meeting, preparing an order for the court, recording the order, and any other costs associated with processing the inclusion. The Inclusion Fee does not include costs associated with an inclusion feasibility or fees associated with connecting the property to the District's water and/or wastewater systems.

INFRASTRUCTURE shall mean the water and wastewater systems of the District.

INSPECTION(S) shall be performed by a District inspector who will inspect, and accept or reject, all construction work completed and materials furnished by a contractor, or any other work, as detailed in the Rules and Regulations. The District may enter upon private property for the purpose of inspection, installation, replacement, repair, maintenance, observation, measurement, sampling or testing of water/wastewater systems or any portion of or any appurtenances to, as specified in **Article 3.3, Right of Entry. Article 9, Inspections and Enforcement of Water and Wastewater Regulations.**

INSPECTOR shall mean the authorized representative of the District assigned to make detailed inspections of construction or any other work to assure compliance with these Rules and Regulations and the plans approved by the District.

INSUFFICIENT FUNDS shall mean a charge placed on an account to recover the cost of processing a returned check. **Exhibit A, Schedule of Fees, Rates and Charges.**

INTERPRETATION shall mean the District shall interpret all questions pertaining to these Rules and Regulations. Interpretations by the District shall be final.

INTERRUPTION OF SERVICE shall mean a temporary discontinuance of water and/or wastewater service to one or more customers. This temporary disconnection of service may include other utilities such as electric power, natural gas, telephone, or cable television service as deemed necessary by the appropriate entity in response to a request by the District.

IRRIGATION SYSTEM shall mean a metered system of providing water through the Customer/Owner service lines to irrigate an area of vegetation and shall be properly fitted with a backflow prevention device. No separate irrigation-only water taps are allowed. New **Development** is strongly encouraged to plan for low water use landscaping and avoid irrigated turf. See **DEVELOPMENT.**

LATE FEES shall mean charges added to an account for each time an account payment is past due.

MAILING ADDRESS LABELS CHARGES shall mean the charges made for the generation of a set of mailing address labels for individuals or organizations legally authorized to obtain them from the District.

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MAINTENANCE AND REPAIR shall mean the maintenance and repair of the water/wastewater service lines and related appurtenances which are the responsibility of the customer/owner.

MATERIALS shall mean any and all supplies to be used in construction or the operation of the District.

MATERIAL(S), DEFECTIVE shall mean materials that are not in conformance with the requirements of these Standards and Specifications.

MATERIAL(S), HARMFUL shall mean any and all materials that may be harmful and/or pollute any part of the District or the environment. Harmful materials, if required, may be used when properly controlled and stored according to the appropriate regulations.

MAY is permissive. **SHALL** is mandatory.

METER shall mean any device measuring the flow of liquids installed by any person or entity given permission by the District to connect to the District's water and wastewater facilities.

MINUTES OF THE DISTRICT'S BOARD MEETING shall mean the public records kept of the District's Board Meetings.

MODIFICATIONS. See **Deviations**.

MONEY ORDER PURCHASE CHARGE in lieu of cash payment shall mean a charge paid if District administrative personnel are required to purchase a money order to satisfy the District rule of no cash transactions for District bills. **Exhibit A, Schedule of Fees, Rates and Charges**

NON-POTABLE OR IRRIGATION WATER MAIN shall mean a District or other entity owned water pipeline within the District, carrying non-potable water only and used primarily for irrigation, installed in a public street or easement.

NON-POTABLE WATER shall mean water not safe for human consumption; or water that does not meet the requirements set forth in the State of Colorado Primary Drinking Water Regulations. All water not specified as non-potable is to be considered as potable.

NORMAL WASTEWATER shall mean domestic quality water which has been used and discharged into the wastewater system and which contains animal or vegetable matter in suspension or solution from residences, commercial buildings, institutions, and industrial establishments not requiring pretreatment in accordance with Colorado Department of Health, Water Quality Control Division's current regulations. **Volume 1, Part 2, Standards and Specifications**, of these **Rules and Regulations**, contains expanded definition of this terms and possible pretreatment procedures that may be utilized in order to bring the wastes in compliance with the normal waste standards.

NOTIFICATION OF VIOLATIONS shall mean the Customer/Owner is responsible for reimbursing to the District any and all expenses incurred by the District to generate the notice of violation of the District Rules and Regulations. This may include the reimbursement of any **Administrative Fees** and/or **Professional Fees**, or any other charges incurred by the District. Fees are determined on an individual basis.

OFFICE STAFF FEES are charges to users by the District for extra or special work done by District personnel over and above the normal office workload. **Exhibit A, Schedule of Fees, Rates and Charges**.

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OPERATING PRESSURE shall mean the water pressure, measured in pounds per square inch (psi), that the various components of the water distribution system contains under normal operating conditions.

OPERATION shall mean the process of operating the District's facilities.

OUTDOOR WATER CONSERVATION PROGRAM OR OWCP shall mean that certain program, adopted by Resolution of the Board of Directors, mandating certain water conservation measures to be followed by all District residents and property owners during high water demand months.

OUTSIDE DISTRICT SERVICE AGREEMENT shall mean that no wastewater service shall be provided to property outside of the District except by a written agreement approved by the Board of Directors. This agreement will be issued on a case-by-case basis by the District. Charges for furnishing service outside the District shall be set on a case-by-case basis. Pursuant to the terms of the Water Supply Agreement between the District and the City of Aurora, no water service shall be provided outside of the District boundaries, as amended from time to time.

OVERSIZING shall mean the construction of water and/or wastewater lines or facilities beyond the capacity required to serve a particular property or properties in order to effectively provide service to additional properties within the District at a later date. See **Article 6.9, Oversizing**.

OWNER shall mean the property's title-holder of record or a resident of the District.

OWNER/DEVELOPER shall mean any person, company, corporation or other legal entity desiring the extension of the District's water and/or wastewater systems to serve property that is not currently receiving water and/or wastewater services from the District and, if applicable, the Subdistrict.

PENALTY CHARGES FOR VIOLATION OF THE DISTRICT'S RULES AND REGULATIONS shall mean a fine or penalty assessed to the Customer/Owner responsible for a violation of the District's Rules and Regulations. The District Manager or the District Board may assess the fine. Penalty Charges are determined on an individual basis.

PERIODIC MAINTENANCE REVIEWS AND/OR INSPECTIONS shall mean periodic reviews or inspections performed to ensure that equipment is functioning properly and to ensure that special permits or agreements are being maintained according to the provisions of the permits or agreement.

PERMIT(S) shall mean written permission of the Board of Directors authorizing certain work or procedures to be performed on, or use to be made of, the District's water and/or wastewater systems. Normally, permits require fees or charges that are paid to the District and may or may not require inspections. Permits must be obtained prior to the start of any construction.

PERSON shall mean any individual, firm, company, association, society, corporation, or other legal entity.

PLAN REVIEW FEES shall mean the Professional Fees paid by the Owner/Developer for review by the District of all engineered drawings and other plans submitted to the District for approval prior to the construction of any District facilities. If more than two construction plan reviews are necessary, the Developer will be charged for any additional costs. **Exhibit A, Schedule of Fees, Rates and Charges**.

PLANS. See **Drawings**.

POLLUTION shall mean improper use of equipment and/or materials that cause degradation of the environment or harm to the District's systems.

POTABLE WATER shall mean water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical, and radiological quality shall conform to State of Colorado Primary Drinking Water Regulations. All water not specified as non-potable is to be considered as potable.

PRELIMINARY ACCEPTANCE OF FACILITIES shall mean approval by the District to a developer of water and/or wastewater facilities in the District that indicates that the Owner/Developer has satisfied all of the requirements of the District as specified in a written agreement between the Owner/Developer and the District. and begins the warranty period prior to the Final Acceptance of Facilities

PRE-PAID TAPS shall mean a partial credit toward the System Development Charge as set forth on **Exhibit A, Schedule of Fees, Rates and Charges**.

PRESSURE REDUCING/SUSTAINING VALVES (PRV/PSV). See **Water Pressure Regulator**.

PRETREATMENT shall mean the process of treating wastewater prior to its being discharged into a District wastewater main. Defined in detail in **Volume 1, Part 2, Standards and Specifications**.

PRIVATE WASTEWATER LIFT STATION/EJECTOR PUMP/GRINDER PUMP shall mean any pumping system installed in conjunction with a residential or commercial property that conveys wastewater from the property to the District-owned wastewater main.

PROFESSIONAL FEES shall mean the costs incurred by the District for using professional services over and above what are considered normal and are passed on to the customer for reimbursement. These fees will be determined on an individual basis. These fees may consist of one or more of the following: accounting fees, **Administrative Expenses**, engineering fees, legal fees, other Professional Fees.

PROPERTY AND SURVEY MONUMENTS shall mean any marker or marking, private or public that delineates the legal boundaries of property.

RECONNECTION shall mean the connection of service after it has been disconnected.

REGULAR WORKING HOURS shall mean eight (8) AM until four thirty (3:30) PM of the same day, Monday through Friday, excluding District holidays.

RESIDENTIAL UNIT shall mean each single-family structure and any other residential dwelling structure permitted by applicable zoning within the District. See **EQUIVALENT RESIDENTIAL UNIT (EQR)**.

RESOLUTION shall mean the official policies of the District as adopted by the District's Board of Directors and recorded in the Minutes of the Meetings of the Board of Directors.

RETAIL FACILITIES shall mean water/wastewater facilities constructed which are required to serve a new or expanding development and which are constructed and paid for by a developer for the District.

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RETURN TRIP FEES (RE-INSPECTIONS) shall mean additional inspections beyond the original inspection paid for at the time the permit was issued and creating an additional charge to the District for the time spent making the additional inspections(s). **Article 9.1, Inspections, Exhibit A, Schedule of Fees, Rates and Charges and Exhibit D, Inspections.**

RIGHT OF ENTRY shall mean the right of the District's authorized personnel to enter properties in order to perform the work of the District as described in **Article 3.3, Right of Entry.**

RULES AND REGULATIONS shall mean these Amended and Restated Rules and Regulations adopted by the District's Board of Directors, including all amendments, exhibits, schedules, policies, and resolutions.

SEPTIC FACILITY shall mean a facility constructed on a property to dispose of wastewater without connection to the District's wastewater system. **Article 7.1.4, Septic Facilities.**

SERVICE shall mean water and/or wastewater service to a Customer/Owner.

(SERVICE) ACCOUNT TRANSFER FEE shall mean the amount charged to transfer an account from one person or entity to another. **Exhibit A, Schedule of Fees, Rates and Charges.**

SEWER MONTHLY BASE CHARGE shall mean a base or minimum fixed charge to each customer connected to the District's wastewater system. This charge covers all costs for the treatment of the wastewater the customers of the District generate including both fixed and variable costs. **Exhibit A, Schedule of Fees, Rates and Charges.**

SEWER SERVICE LINE. See **Wastewater Service Line.**

SEWER SYSTEM REPLACEMENT FUND shall mean a reserve fund to replace the District's wastewater infrastructure that in some areas was installed in 1972. The District has established the **Sewer Replacement Fund** that is funded by this charge as well as by a portion of the System Development Charge paid by new home construction at the time the Water/Sewer Connection Permit is purchased. **Exhibit A, Schedule of Fees, Rates and Charges.**

SHALL is mandatory. **MAY** is permissive.

SPECIAL PROVISIONS shall mean specific directions, provisions, or requirements peculiar to the project or work and not otherwise detailed or set forth in the specifications of the project or work. See **Deviations.**

SPECIAL WASTES shall mean any waste or wastewater other than normal wastewater. See **Normal Wastewater.**

STANDARD PRACTICES shall mean generally accepted engineering technical practices.

STANDARDS AND SPECIFICATIONS shall mean the body of directions, provisions, and requirements peculiar to the project or the work to be performed, describing the method or manner of construction, and the quality of materials furnished, as detailed in **Volume 1, Part 2, Standards and Specifications**, of these **Rules and Regulations.**

STORM DRAINAGE SEWER(S) shall mean a system that collects surface waters from streets or other areas and discharges the water to a surface drainage. The District does not own, operate, or maintain any storm drainage sewers. Cross connections to the District's wastewater system are

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prohibited. See **Backflow or Cross-Connection**.

SUBDISTRICT shall mean the Plum Valley Heights Subdistrict of the Roxborough Water and Sanitation District.

SUBDISTRICT BOARD shall mean the governing body of the Plum Valley Heights Subdistrict of the Roxborough Water and Sanitation District.

STUB-IN/STUB-OUTS. See **Water/Wastewater Stub-In/Stub-Out**.

SUBSTANTIAL COMPLETION shall mean that date, as determined by the District, when the construction project or a specified part hereof is sufficiently completed, in accordance with **Volume 1, Part 2, Technical Standards and Specifications**, so that the project or a specified part can be utilized for the purposes for which it is intended.

SUMP AND/OR SUMP PUMP(S) shall mean an underground pit in a structure that collects ground water or other seepage and that may contain a pump that will pump the collected water to an underdrain system or a surface discharge point. Pumping to or a cross connection with the District's wastewater system is prohibited. **Article 7.4, Restrictions on Use of the Wastewater System**.

SURFACE WATER shall mean rainwater, snowmelt, or excess irrigation water that collects and drains through storm water drainage systems to natural or artificial drainages.

SUPPLIER shall mean an individual, firm or corporation having a direct contract with a developer or contractor or with any subcontractor for the manufacture or furnishing of any part of the supplies or materials to be used at or incorporated in, work at the site.

SYSTEM DEVELOPMENT CHARGE (SDC) shall mean a onetime charge imposed by the District upon each **Residential Unit** or **Equivalent Residential Unit**, or other use such as commercial uses, paid for generally, at the time the **Water/Sewer Connection Permit/Availability of Service Certificate** is applied for. **Exhibit A, Schedule of Fees, Rates and Charges**.

TEST(ING)(S) shall mean methods or procedures used to accomplish the certification that materials or construction meets the requirements of **Volume 1, Part 2, Technical Standards and Specification**.

TESTING AGENCY shall mean the entity charged by the District with the performance of tests required by the District.

TRAFFIC CONTROL PLAN shall be a plan, approved by Douglas County or Roxborough Park Foundation, made to mitigate traffic, both pedestrian and vehicular, through an area that a contractor is performing work for the District.

UNACCEPTABLE WORK shall mean work that does not conform to **Volume 1, Part 2, Technical Standards and Specifications** of these Rules and Regulations.

ILLEGAL SERVICE LINE CONNECTION (WATER OR SEWER) CHARGE UNAUTHORIZED USE OF DISTRICT WASTEWATER AND/OR WASTEWATER SYSTEM PENALTIES shall mean charge imposed on the Customer/Owner for illegal use of the District's water and/or wastewater system.

UNAUTHORIZED USE OF DISTRICT WATER AND/OR WATER SYSTEM PENALTIES CHARGES shall mean penalties levied on individuals or entities for illegal use of water. These penalty charges will be determined on an individual basis.

UPGRADE shall mean any improvement, replacement, modification or capital upgrade of any kind, which, in the opinion of the District, is not part of the District's routine operations and maintenance programs, or which creates a permanent betterment or improvement to the District's infrastructure.

UNDERDRAIN(S) shall mean a system that collects the discharge of peripheral drain systems from individual building foundations or from sump pumps. Pumping to or cross connection to the District's wastewater system is prohibited. The District shall not be responsible for the maintenance and operation of any underdrain system.

UNIT WATER DEMANDS shall mean the amount of water required to supply a residential or commercial development.

VALVE BOX shall mean an enclosure that provides access and surrounds a valve or water meter.

VIOLATION(S) shall mean an action or actions that are performed by contractors or customers/owners that are not in accordance with the provisions of these Rules and Regulations. Violations will be corrected immediately. **Article 9.2, Violations.**

WASTE(S) shall be classified as follows:

INDUSTRIAL WASTEWATER shall mean the liquid wastes from industrial processes as distinct from domestic wastewater as defined further in **Volume 1, Part 2, Standards and Specifications** of these Rules and Regulations. See **Normal Wastewater**.

NORMAL WASTEWATER. See **Normal Wastewater**.

PROHIBITED WASTE is waste falling within any prohibited category as specified in **Volume 1, Part 2, Technical Standards and Specifications** of these Rules and Regulations.

SEWAGE. See **Normal Wastewater** and **Special Wastewater**.

SPECIAL WASTEWATER shall mean wastewater that does not conform to the definition for **Normal Wastewater**.

Note: Volume 1, Part 2, Technical Standards and Specifications, of these **Rules and Regulations**, contains expanded definitions of these terms and possible pretreatment procedures that may be utilized in order to bring wastes into compliance with the normal waste standards.

WASTEWATER MAIN shall mean a pipeline conveying wastewater or special wastewater that is installed in a public street or easement that is owned by the District, as defined in **Volume 1, Part 2, Technical Standards and Specifications**.

WASTEWATER SERVICE LINE shall mean the wastewater service line extending from the wastewater main to the structure it serves. The Customer/Owner shall be responsible for the maintenance and replacement of the wastewater service line and related appurtenances from the

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property line to the structure to which the wastewater service line is attached. In certain instances, if the wastewater service line is in water/wastewater easements extending into the owner's property the District may assume responsibility for that portion of the wastewater service line that is within the easement. **Article 7.1.1, Water and Wastewater Service Lines.**

WASTEWATER SYSTEM shall mean wastewater mains, manholes, cleanouts if applicable, lift stations and related appurtenances owned and operated by the District lying within easements owned by the District or public right of way.

WATER CONSERVATION DEVICES shall mean devices that reduce the flow of water that is needed for a particular function.

WATER MAIN shall mean a District water pipeline, carrying potable water only, installed in a public street or easement owned by the District.

WATER METER shall mean any device measuring the flow of water installed by any person or entity given permission to connect to the District's water facilities. **Article 7.1.2, Water Meters.**

WATER METER FEE shall mean a charge imposed by the District, collected at the time of the purchase of the Water/Sewer Connection Permit to recover the cost of purchasing, installing, maintaining and replacement, if necessary, of the water meter. **Exhibit A, Schedule of Fees, Rates and Charges.**

WATER METER INSPECTION shall mean the inspection of any water meter for accessibility, accuracy and/or for any maintenance required to the meter itself and/or to the attached radio frequency device.

WATER PRESSURE BOOSTER SYSTEM shall mean a system installed by a Customer/Owner on the water service line to increase the water pressure.

WATER PRESSURE REGULATOR OR PRESSURE REDUCING/SUSTAINING VALVE (PRV/PSV) shall mean a device installed by a customer owner on the water service line that protects against pressure surges in the water system. The PRV should maintain the water pressure to between 25 psi and 75 psi. PRVs are required on all residential and commercial properties in the District.

WATER SUPPLY FUND shall be a fee imposed by the District on each Customer/Owner to fund the acquisition of the District's permanent water supply. **Article 5.3.6, Water Resources Agreement, Exhibit A, Schedule of Fees, Rates and Charges.**

WATER MONTHLY BASE CHARGE shall mean a base or minimum fixed charge to each customer connected to the District's water system. This charge covers the fixed costs to provide water service to each customer. Examples of fixed costs are charges for utilities, insurance, office fees, accounting, billing and administration, costs that occur regardless of water use. **Exhibit A, Schedule of Fees, Rates and Charges.**

WATER SERVICE LINE shall mean the Customer/Owner shall own, maintain, and repair all water service lines and appurtenances from the property line to and throughout the structure served. Water service line appurtenances include, but are not limited to, the pressure reducing valve, and control valve. The District shall retain ownership of the water service curb stop, curb stop box, water meter, water meter pit, and radio frequency devices in accordance with Article 3.2.2. The Customer/Owner shall be responsible to not cover meter pit and curb stop boxes with any materials and to maintain meter pit and curb stop box lids 2 inches to 4 inches above final grade, readily visible and accessible

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to District employees at all time. Customer/Owner's ownership of the aforementioned water service line facilities listed in this Article 3.2.1 shall not entitle the Customer/Owner to make unauthorized use of District systems, as specified in **Article 7, Water and Wastewater Systems**. All use of service lines at any time after the initial connection to the District system shall be subject to these Rules and Regulations. The requirements outlined in this Article 3.2.1 shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain or otherwise affect customer/owner's service lines.

WATER SYSTEM shall mean the water distribution system, fire hydrants, all valves, stub-ins/stub-outs, pumps, storage facilities, water plant and all appurtenances owned and operated by the District.

WATER SYSTEM REPLACEMENT FUND shall mean a reserve fund to replace the District's water infrastructure that in some areas was installed in 1972. The District has established a Water Replacement Fund that is funded by this charge as well as by a portion of the System Development Charge paid by new home construction at the time the Water/Wastewater Connection Permit is purchased. **Exhibit A, Schedule of Fees, Rates and Charges**.

WATER TREATMENT shall mean water treated in the District's Water Treatment Plant to ensure that the potable water sent to the consumer is free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical, and radiological quality of the potable water shall conform to State of Colorado Primary Drinking Water Regulations.

WATER USAGE RATE CHARGES shall mean a water-usage rate based on actual water consumption during the monthly billing period. Water usage rates are based on a block (tiered) structure that increases in the cost-per-gallon for the high-demand users. See **Exhibit A** for the current **Schedule for Rates and Fees**.

WATER/SEWER CONNECTION PERMIT/AVAILABILITY OF SERVICE CERTIFICATE shall mean a request for the authority to connect a structure to the water and/or wastewater system of the District, **Article 6, Permitting for Individual Service**.

WATER/WASTEWATER SERVICE LINE REPAIR CHARGE shall mean the recovery of all costs incurred by the District to repair or replace water or wastewater service lines to a structure. These charges are generally the result of the failure of the Customer/Owner to perform repairs that the District considers a threat to the public health and the safety of the District's water and wastewater systems. These charges will be determined on an individual basis.

WATER/WASTEWATER STUB-IN/STUB-OUT(S) shall mean the installation, after a **Water/Wastewater Stub-In/Stub-Out Permit** has been obtained from the District, of water or wastewater service lines from the water or wastewater main to a property line, for the purpose of connecting the property to the District's water or wastewater systems at a later date. Any stub-in/stub-out, whether constructed by the District or any person or entity, and whether located on private property, a public right-of-way or District easement shall be considered a part of the water or wastewater service lines and shall be the customer/owner's responsibility. The responsibility for maintenance and repair of that portion of the **Water/Wastewater Stub-In/Stub-Out** from the main to the property line transfers to the District when the service lines are completed to a structure, a meter is set and all inspections have been made and passed by the District. Stub-in/stub-outs shall include the corporation stop, service line piping from the main to the curb stop or meter pit, the curb stop and curb stop box, and the meter pit if used. See **Article 3, Ownership and Operation of Facilities and**

Article 7, Water and Wastewater Systems.

WATER/WASTEWATER STUB-IN PERMIT shall mean the issuance of a permit by the District for the installation of water or wastewater service lines from the water or wastewater mains to a property line, for the purpose of connecting the property to the District's water or wastewater systems at a later date.

WATER/WASTEWATER STUB-IN/STUB-OUT(S) PERMIT FEES shall mean the fee charged by the District for the installation of water, wastewater or both water and wastewater stub-ins or stub-outs. **Exhibit A, Schedule of Fees, Rates and Charges.**

WET TAPS shall mean a connection to a water system without an interruption of service to other customers.

WHOLESALE FACILITIES shall mean major water or wastewater facilities constructed and paid for by the District that serve a significant number of customer/owners other than the developers. The District may designate such facilities on a case-by-case basis.

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**EXHIBIT C
SUPPLEMENTAL POLICIES**

**ROXBOROUGH WATER AND SANITATION DISTRICT
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**EXHIBIT D
OUTDOOR WATER CONSERVATION PROGRAM
RWSD Water Restrictions**

Beginning May 1 of each year, the following watering restrictions are in affect for all of RWSD's customers:

1. Lawn watering is limited to two days per week. All lawn irrigation is prohibited from the hours of 11 a.m. to 6 p.m. everyday of the week.
 - Sunday & Thursday – Watering days for all residential homes East of Rampart Range Road including all of Arrowhead Shores and Pulte Homes.
 - Saturday & Wednesday – Watering days for all residential homes West of Rampart Range Road from Chatfield Farms to Blue Mesa.
 - Friday & Tuesday – Watering days for all residential homes West of the Hogback (Roxborough Park). Friday and Tuesday are also the watering days for all Homeowners' Associations, Common Areas, and Commercial customers such as local schools, retailers, and businesses.
 - Monday – Watering on Mondays is not allowed unless you have a “New Lawn” permit (see new lawn permits below.)
2. Hand Watering: Hand watering is allowed at any time. Water customers are encouraged to hand water trees and shrubs. When an individual is watering trees and shrubs the hose must have a spray nozzle shut-off type device or deep-root watering mechanism attached. This type of watering must be monitored so that water is not wasted
3. Drip Systems: Drip systems can be used at any time to water trees, shrubs, and plants.
4. New Lawn Watering Permits: The District offers New Lawn Permits beginning May 1st through Sept 30th. These permits allow customers to water new sod for 20 consecutive days to establish the new growth. If customers are planting new lawns with seed, they can water for 30 days consecutively without being in violation of the 2-day per week watering restrictions. Customers can water every day during their permit time, but still may not water between the hours of 11 a.m. and 6 p.m. - when the heat of the day is at its highest. Even though customers can water more than two days a week with a permit, there is no break on the cost of the water. **See Exhibit A – Schedule of Fees, Rates and Charges**
5. While the District encourages cleaning cars through commercial car washers, at-home car washing is allowed any day with a shut-off nozzle attached to the hose and the use of a bucket.

Because Roxborough is a Water Efficient community, watering restrictions are enforced and assessed through fines which are added to a customer's water bill. See Exhibit A – Schedule of Fees, Rates and Charges for fines for violations of these Water Restrictions.