

RULES AND REGULATIONS

BACA GRANDE WATER AND SANITATION DISTRICT



Adopted:

December 14, 2012

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**BACA GRANDE WATER AND SANITATION DISTRICT
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ARTICLE 1. TITLE, SCOPE AND GENERAL CONDITIONS

- 1.1 TITLE.** These Rules and Regulations shall be referred to herein as the Rules and Regulations.
- 1.2 PURPOSE.** The purpose of these Rules and Regulations is to provide acceptable standards of design and construction for all improvements connecting to the District's facilities, including water and sanitary sewer systems and facilities.
- 1.3 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.
- 1.4 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 Any and all prior rules and regulations of the District shall be deemed specifically superseded hereby. The Board of Directors has determined to adopt these Rules and Regulations in order to assist the District and its operations, engineering, and 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 or developer of property or a resident within the boundaries of the District shall comply with these Rules and Regulations. It is further intended that the Manager and the management staff shall utilize these Rules and Regulations as a tool for assuring uniform treatment to persons within the District and fair response to issues that confront the District. The Manager shall provide copies of these Rules and Regulations to any person who requests them. Electronic copies shall be provided at no cost. Paper copies shall be provided for at the then-current copy cost or as otherwise determined by the Board. No person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that person to become familiar with policies and standards of the District contained herein, and in supplements hereto.
- 1.5 APPLICABILITY.** These Rules and Regulations shall apply to the construction, alteration, removal, or repair of District facilities. These Rules and Regulations shall apply to District contracts, customer/owner contracts, owner/developer contracts and private contracts. All work on District water and sanitary sewer systems shall comply with these Rules and Regulations, including the applicable standard detail drawings in Appendix B.
- 1.6 DISTRICT REPRESENTATION.** The District may appoint an engineer, construction inspector, manager or District employee, agent or consultant to act on its behalf with respect to these Rules and Regulations.

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1.7 RULES OF CONSTRUCTION. These Rules and Regulations 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 from these Rules and Regulations 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 subsequently enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District. The Board reserves the right to construe any provision of these Rules and Regulations in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future. In all circumstances, these Rules and Regulations shall be construed in the broadest sense possible to enable the District to perform its functions in accordance with law.

The Rules and Regulations 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, Property Owner, and Developer to obtain and read the Rules and Regulations of the 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.

1.8 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 a manner so as to maximize the ability of the District to govern and manage the District and its facilities.

1.9 GENERAL POLICIES. The District articulates herein its rules, regulations, and policies for the provision of public services and facilities, and for management and operation of the same. From time to time, the Board of Directors adopts official policies of the District. On occasion, such policies are reflected in official "resolutions" or "policies" of the Board of Directors. Additional exhibits may be added to these Rules and Regulations from time to time either by modification of

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these Rules and Regulations or by the addition of new exhibits. Additional policies may also be found in the minutes of the District's Board meetings. To the extent any policy found in minutes of the Board meetings 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 the minutes of meetings post-date resolutions of the District and conflict with such resolutions, the policy stated in 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. A number of informal policies of the District may exist which are known to the 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 Manager who has the authority to respond, or who may refer such requests to the Board. In all circumstances, the Board of Directors retains the authority and responsibility for the policies of the District.

- 1.10 ALTERNATE MATERIALS AND METHODS OF CONSTRUCTION.** The provisions of these Rules and Regulations are not intended to prevent the use of materials or methods of construction not specifically prescribed by these procedures. The District will require that sufficient evidence or proof be submitted to substantiate quality and suitability of alternates. Alternate materials or methods shall not be used without written approval of the District.
- 1.11 AMENDMENT/MODIFICATION/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 to be provided by the District prior to exercising its amendment, modification or waiver powers. The District has the power to revise its Rules and Regulations from time to time either by formal action of the Board or by implication and has the authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Supplemental policies of the District may be adopted from time to time in order to assist the Board and its management in managing the affairs of the District. When possible, copies of such policies shall be attached hereto. Additional documents affecting these Rules and Regulations may be added by Board resolution from time to time. The Board, the District Manager acting on instructions of the Board, or the General 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 Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver shall be deemed a continuing waiver.

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- 1.12 TESTS.** Contractors shall perform testing as required by these Rules and Regulations. In cases where there is insufficient evidence of compliance with the provisions of these Rules and Regulations, or evidence that any material or construction does not conform to these Rules and Regulations, the District may direct the contractor to perform additional testing as required to demonstrate compliance. Test methods will be as specified by these Rules and Regulations or by other recognized test standards. If recognized and accepted test methods do not exist, the District will determine test procedures.
- 1.13 TESTING.** All testing will be performed by a testing agency approved by the District. A copy of all test reports shall be submitted directly to the District by the testing agency. The contractor shall pay all costs associated with the testing.
- 1.14 LIABILITY.** The liability of the District and its employees is controlled and limited by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time. The District assumes no responsibility for contractors constructing facilities for Developers, whether or not the District has consulted with the Developer or inspected any such construction and whether or not such facilities may eventually be conveyed to the District for the maintenance of facilities and for their safety commences only when such facilities are actually conveyed to the District. Consultants to the District, including but not limited to the District's engineer and operations staff, likewise assume no responsibility for the safety or sufficiency of any construction or work conducted by or for a private developer. Where the District contracts with any contractor, the particular obligations of the District to that contractor shall be specified in the contract.
- 1.15 PROHIBITED ACTIONS.** No person, firm or corporation shall construct, alter, repair, interfere with or improve any District facilities, or permit the same, and such acts shall be a violation of these Rules and Regulations.
- 1.16 EMERGENCY WORK.** Contractors hired by the District to perform emergency work (such as repair of pipeline leaks) shall comply with all applicable sections of these Rules and Regulations, including insurance requirements. To ensure that contractors performing emergency work comply with the insurance requirements of these Rules and Regulations, only pre-approved contractors will be allowed to perform emergency work within the District. Contractors performing emergency work shall not be required to obtain a permit prior to performing the work.
- 1.17 INSURANCE REQUIREMENTS.** The contractor shall not commence work pursuant to any permit until it has obtained all insurance required by these Rules and Regulations, nor shall the contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained and approved. All contracts with the District, and for work performed by or for the District, shall contain the following clauses:

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1.17.1 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

The contractor shall carry Comprehensive General Liability and Auto Liability insurance in the amount specified. All subcontractors shall be required to carry Comprehensive General Liability and Automobile Liability insurance in an amount equal to that required of the contractor. All insurance shall name the District as an additional insured. Any insurance requirements set forth herein may be waived or altered by the Manager in its discretion.

The contractor agrees that it will indemnify and hold harmless the District, the District's engineer and all of its consultants, agents and employees from any loss, cost, damage, expense and liability including attorneys' fees, by reason of property damage, personal injury, or both, arising out of or as a result of the contractor's work, or any negligent act or negligent failing to act, or on account of the use of improper or defective materials, or on account of any poor workmanship or on account of any act of omission or commission in connection with the performance of work by contractor, its employees, agents and subcontractors. In any and all claims by or against the District, the District's engineer and its consultants, agents and employees, the indemnification obligation of this paragraph shall not be limited by any required policy of insurance

1.17.2 PROOF OF INSURANCE.

Prior to the commencement of any work, the contractor shall furnish to the District certificates of insurance to prove that all required insurance is in force and shall require any subcontractor to submit similar evidence before undertaking work under this contract. Each insurance policy shall contain a clause providing that it shall not be canceled or materially altered without ten (10) days' written notice to the District. The District reserves the right to review the insurance coverage and to deny a permit if, in the District's sole discretion, such coverage is not adequate. Neither acceptance by the District of any insurance supplied by a contractor or subcontractor, nor failure to deny a permit due to inadequacy of insurance, shall relieve the contractor or subcontractors of their obligation to maintain the required insurance in full force during the period of time work is performed under the permit.

1.17.3 COVERAGES. Contractors performing work for or on behalf of the District shall provide the following insurance coverage and limits.

General Liability

General Aggregate	<u>\$2,000,000</u>
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Personal & Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

In order to ensure that there are no impaired aggregates, a per job aggregate is required.

All coverages shall be continuously maintained to cover all liability, claims demands and other obligations assumed by the contractor pursuant to this contract. A claims-made policy may satisfy these insurance requirements, provided that the necessary retroactive dates and extended reporting periods are procured by the contractor to maintain such continuous coverage.

Automobile Liability

Comprehensive, owned, hired \$500,000 (Combined
Single Limit)

Excess Liability (umbrella form) \$1,000,000

(Each Occurrence) \$1,000,000 (Aggregate)

1.18 EMPLOYMENT ELIGIBILITY. All contractors performing work for or on behalf of the District shall be in compliance at all times with the E-Verify Program (formerly known as the Basic Pilot Program) as defined in § 8-17.5-101, C.R.S. All District-owned contracts shall include the following language, which shall be agreed to by all contractors:

“The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the following declarations:

A. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated herein and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

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B. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated herein.

C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

G. If the Contractor violates a provision of the Agreement pursuant to §8-17.5-102, C.R.S., the District may terminate the Agreement. If the Agreement is so terminated, the

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Contractor shall be liable for actual and consequential damages to the District.”

- 1.18.1 FAILURE TO COMPLY WITH EMPLOYMENT ELIGIBILITY PROVISIONS.** The District may, at any time without recourse, terminate any contractor or contract which does not agree to or does not abide by the terms of the E-Verify Program. Contractors performing work for or on behalf of the District shall require all sub-contractors to abide by the same terms.

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ARTICLE 2. DESCRIPTION OF THE DISTRICT

- 2.1 PURPOSE OF THE DISTRICT.** The District was organized with the authority to provide certain services and facilities to residents and property owners within the District as well as to users outside the District’s boundaries. 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 the authority to provide water and sanitary sewer facilities and services. The District has the power to tax properties within its boundaries and to impose fees for services available from or provided by the District. The District derives its power from Colorado law and from its Service Plan. The Service Plan contains general information about the facilities, services, and powers of the District and may be amended from time to time to deal with the evolving needs of the District. The District has the authority to construct facilities and improvements for District services as it deems expedient, in accordance with the authority granted to the District in its Service Plan. The District’s Service Plan is an “enabling document” granting to the District certain powers and authorities. 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.
- 2.2 THE GOVERNING BODY.** The District is governed by an elected Board of Directors. The Board consists of five (5) individuals who, as residents or property owners within the District, are qualified to serve as directors. Directors are generally elected to four (4)-year terms at elections held in May of even-numbered years. The Board elects from its membership a president and treasurer and appoints a secretary.
- 2.3 DISTRICT BOARD MEETINGS.** Meetings of the 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 Board meets in “Executive Session” to receive legal advice or to discuss ongoing contract negotiations, litigation matters or other legally privileged matters. Executive sessions are held in accordance with Colorado law and are closed to the general public. Minutes of meetings are prepared for each meeting and, after approval by the Board, are available for public inspection. The District’s policy is not to tape record its meetings, and it does not attempt to maintain a verbatim transcript of its discussions.
- 2.4 DISTRICT MANAGEMENT.** The District is managed by a professional management company engaged by the Board. The District Manager oversees the on-going administration and operation of the District. The District’s daily operations are handled by the District’s General Manager who oversees the day-to-day administration of the District and operation of the District’s facilities. All employees and consultants of the District serve at the will of the Board. The

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General 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.

- 2.5 DISTRICT SERVICES AND FACILITIES.** In general terms, the District attempts to provide water and sanitary sewer services and improvements within the District. The District's Service Plan provides a general description of those facilities. Reference is made to the Service Plan for general descriptions of services and facilities, which may be provided by the District. The District has powers of eminent domain to condemn private properties for public use.
- 2.6 FEES, RATES, TOLLS, PENALTIES AND CHARGES.** The District has the statutory authorization to impose fees, rates, tolls, penalties and charges for services and facilities provided by the District. The failure of a resident, property owner or Developer to pay such fees, rates, tolls penalties or charges creates a perpetual lien on the benefitted property and the District has a statutory right to foreclose on that lien. 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 claim a lien and foreclose it. Development fees, service charges, miscellaneous fees and other applicable fees, rates or charges shall be in the amounts stated in the Schedule of Fees and Charges, attached hereto as Appendix A and any fee resolution adopted by the Board of Directors. Following efforts to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations and/or Colorado law, the District may certify any unpaid fees to the County Treasurer for collection in the same manner as those for taxes pursuant to the provisions of §32-1-1101(1)(e), C.R.S. Alternatively, the District may elect 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 in an amount set forth in the District's Fee Schedule, 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 District services.
- 2.7 DISTRICT FACILITIES.** Systems constructed or accepted by the District shall be operated and maintained by the District pursuant to these Rules and Regulations. Systems constructed by a person or entity other than the District shall be conveyed to the District in accordance with the provisions set forth herein.
- 2.7.1 CONSTRUCTION STANDARDS.** The Developer agrees to design, construct, and complete the improvements to be conveyed to the District in substantial conformance with the design standards and specifications established and in use by the District, the Colorado

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Department of Public Health and Environment (CDPHE), and Saguache County, as appropriate, and as approved by the District's engineer or operator.

2.7.2 DISTRICT ACCEPTANCE OF IMPROVEMENTS. The District shall deliver a letter of acceptance for the improvements to the Developer upon the District's receipt of the following: (1) a certificate from a licensed engineer in the State of Colorado certifying that the improvements substantially meet applicable standards and specifications of the District as contained in these Rules and Regulations, the Service Plan, or as contained in plans which have been approved by the District's engineer or operator, in writing; (2) a complete set of electronic and 22" by 34" reproducible "as-built" drawings of the improvements which are certified by a professional engineer registered in the State of Colorado showing accurate size and location of all improvements, which drawings shall be in a form and content reasonably acceptable to the District; and (3) requisite property interests for the improvements as set forth in Section 2.7.3.2, below.

2.7.3 CONVEYANCE OF IMPROVEMENTS. The improvements shall not be deemed accepted by the District until all requirements set forth in this Section 2.7.3 have been met to the District's full and complete satisfaction. Until such time, the Developer shall be and shall remain responsible and liable for the improvements in all respects.

2.7.3.1 Bill of Sale. At no cost to the District, the Developer shall convey the improvements to the District by means of a bill of sale in a form acceptable to the District.

2.7.3.2 Property Interests. All property interests to be acquired by the District shall include a legal description and graphical boundary exhibit, prepared by a professional licensed surveyor or engineer, depicting the proposed interest. Boundary descriptions shall be standalone legal descriptions, and shall not include references to other documents, recorded or unrecorded, rights of way, or other geographically unascertainable features, except that standard references to section lines and other standard survey markers shall be permitted. Boundary drawings shall include intelligible references to surrounding landmarks or other place identifying features.

2.7.3.2.1 Easement. Concurrent with the conveyance of a bill of sale for the improvements, and at no cost to the District, the Developer shall grant to the District a

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permanent, non-exclusive easement for the property on which or in which the improvements lie. Such easement shall be a minimum of thirty feet (30') in width, or two-times the depth of the pipe, whichever is greater, and shall be in a form acceptable to the District.

2.7.3.2.1.1 The Developer shall use its best efforts to obtain the easements required herein from all property owners. If, after use of its best efforts, the Developer is unable to secure the required easements, the Developer may request that the District obtain the required easements in accordance with the provisions of Section 2.7.5 below; however, any and all costs associated with the District's work to obtain such easements, including, but not limited to, any costs associated with a condemnation action, shall be paid by the Developer from the Inclusion Fee, if still applicable, or, alternatively, the Developer shall remit to the District funds sufficient to allow the District to obtain the easements prior to any work commencing. If at any time prior to the District's receipt of the required easements the funds on deposit are depleted, the Manager shall request additional funds from the Developer prior to work resuming. Any remaining funds on deposit with the District after the easements have been obtained shall be refunded to the Developer in full.

2.7.3.2.2 **Fee Simple Absolute.** In lieu of an easement pursuant to Section 2.7.3.2.1, above, and at no cost to the District, the Developer may grant to the District title to the property on which or in which the improvements lie in fee simple absolute by means of a special warranty deed, which grant shall be free and clear of all liens and encumbrances on the property.

2.7.3.2.3 **Ingress and Egress to Improvements.** At no cost to the District, the Developer shall convey any necessary licenses or easements, whichever the District shall require in its sole discretion, to permit

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ingress and egress by the District and its agents to the area.

2.7.3.2.4 Title Insurance Policy. The Developer agrees to provide the District with a title commitment for the area being conveyed to the District. At the District's election, the Developer shall provide the District, at the Developer's sole cost and expense, a title insurance policy in the District's name and for such amount as the District may deem necessary to insure the District from any defects in title.

2.7.4 WARRANTY PERIOD. At the time the District accepts the improvements from the Developer, the District and the Developer shall schedule an eleven (11) month warranty inspection to review the required repair or replacement of improvements. The District shall prepare a list of action items needing resolution, if any. All costs associated with the resolution of the action items identified at the eleven (11) month warranty inspection and documented by the District shall be the Developer's responsibility. The District shall reinspect the action items upon notification of resolution by the Developer and will solely determine if the Developer's resolution is satisfactory.

At the completion of the warranty period and upon resolution of any items identified at the eleven (11) month warranty inspection, the District shall accept as final the improvements. If desired by the Developer, the District shall provide a letter indicating final acceptance of the improvements. Such letter shall not be provided until all items are resolved to the satisfaction of the District.

2.7.5 EASEMENTS. The District shall negotiate the procurement of easements with property owners in good faith. All easement agreements shall be substantially in the form set forth in Appendix G. Unless otherwise determined to be necessary by the District's engineer or operator, all easement areas shall be thirty feet (30') in width.

2.7.5.1 Initial Discussions with Property Owner. Upon determination that an easement is necessary for public improvements, the District's engineer shall have prepared a legal description and drawing of the proposed easement area. The Manager shall initiate negotiations with the property owner from whom an easement is desired. Such initiation shall be in the form of a letter to the property owner, which letter shall include a copy of an easement agreement, legal description and drawing of the proposed easement area, and

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shall invite the property owner to discuss the conveyance of the easement. Any revisions to the form easement agreement set forth in Appendix G shall be approved by the District's attorney and, if necessary, the Board of Directors.

2.7.5.2 Compensation for Easement. Pursuant to § 32-1-1001(1)(f), C.R.S., it shall be the District's policy that the District shall not pay more than fair market value for real property interests, including easements, necessary to the functions or the operation of the District. In the event a property owner disputes the fair market value of the easement area, the property owner may obtain an appraisal at the property owner's expense. The District shall also be permitted to obtain its own appraisal for the easement area at its own expense, but shall not be required to do so. Upon review of the appraisals, the District's Board of Directors, in its sole discretion, shall make a determination as to whether the amounts reflected in the appraisals represent a fair market value acceptable to the District. If such amount is acceptable, then the easement agreement may be finalized. In the event the amount is unacceptable, then the District may elect to abandon its quest for the easement or may proceed with condemnation proceedings for the easement area pursuant to the provisions of Section 2.7.7, below.

2.7.5.3 Finalization of Easement Agreement. Upon successful negotiation of an easement agreement with the property owner, the property owner shall execute the easement agreement, which signature shall be notarized, and shall deliver the easement agreement to the District. Upon receipt of the fully executed agreement, the District shall tender to the property owner the negotiated compensation in immediately available funds. The District shall then record the easement agreement in the real property records of the Saguache County Clerk and Recorder's Office. A copy of the fully executed and recorded easement agreement shall be provided to the property owner upon return from the Saguache County Clerk and Recorder's Office.

2.7.6 TEMPORARY CONSTRUCTION EASEMENTS. The District shall negotiate the procurement of temporary construction easements (also known as rights of entry) with property owners in good faith. All temporary easement agreements shall be substantially in the form set forth in Appendix H. Unless otherwise determined to be necessary by

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the District's engineer or operator, all temporary construction easement areas shall be fifty feet (50') in width. The procurement of temporary construction easements shall be conducted in the same manner as established for the procurement of easements, as set forth in Section 2.7.5, above.

2.7.7 CONDEMNATION PROCEDURES. After negotiating in good faith with the property owner, in the event negotiations for easements or other property interests have failed, the District may elect to proceed with condemnation proceedings for the desired property interest in accordance with Colorado law.

2.7.8 GEOGRAPHIC INFORMATION SYSTEM ("GIS") DATA. In conjunction with the conveyance of all improvements and property interests set forth in this Section 2.7, the Developer shall provide the District with GIS geodatabase files in electronic format for the location of all improvements, specifically including, but not limited to, lines, meters, meter boxes, valves, curb stops, taps, manholes, cleanouts, buildings, ponds, tanks and service lines, as well as GIS layers and data for associated property interests. Data shall be provided in the NAD83 Colorado State Plane South coordinate system. Properly georeferenced AutoCAD .dwg files may serve as an acceptable substitute format in the District's discretion.

2.8 DISTRICT OWNERSHIP. All improvements constituting any part of the District's system shall be the sole property of the District, unless otherwise specifically agreed by the District. Notwithstanding that Property Owners shall be entitled to receive service from the District pursuant to these Rules and Regulations, no legal or equitable ownership in District systems or improvements shall be deemed to exist in favor of any person or entity other than the District.

2.9 RIGHT OF ENTRY. The District Manager, General Manager, employees of the District or other personnel authorized by the District Manager bearing proper credentials and identification, shall be permitted by all Property Owners within the District to enter upon all properties or appurtenances for the purpose of installation, replacement, repair, maintenance, inspection or observation reasonably necessary in connection with the services and facilities provided by the District. The granting of Right of Entry by the Property Owner is a condition precedent and a condition subsequent to the provision of services by the District. Refusal to permit such access to District personnel in the performance of their duties may result in discontinuation of services to the property in question, or cause additional charges to the resident or owner for increased costs or damages sustained as a result of refusing the Right of Entry.

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2.10 RULES CONCERNING DISTRICT SERVICES AND FACILITIES

2.10.1 ENTITLEMENT TO DISTRICT SERVICES. District services will be provided by the District to all Property Owners subject to these Rules and Regulations. No person who fails to pay applicable fees and other related charges, as may be adopted by the Board and as may be updated from time to time, or who fails to provide evidence that appropriate fees have been paid for the benefit of such person or entity shall be entitled to continued service. It shall be incumbent upon the applicant for District services to furnish satisfactory evidence of payment of applicable fees whenever the District requests such evidence. Notwithstanding that a person has paid appropriate fees for service, no person shall be entitled to receive continued District services if property taxes or other fees due from such person or entity have become delinquent. District services shall be suspendable or revocable at the District's discretion upon non-payment of any valid fees or charges owing to the District or any other violation of these Rules and Regulations. In the event of non-payment, the Property Owner shall be given not less than five (5) days advance notice in writing of the revocation, such notice to be determined as of the date of mailing.

2.10.1.1 Hearing on Discontinuation of Service. In the event the District enforces its right to suspend or revoke service, the Property Owner may request an informal hearing with the Manager pursuant to the complaint procedures outlined in Section 2.11.2 below, and such discontinuation of service shall be delayed until the Manager hears and replies to the complaint. If the Property Owner is dissatisfied with the Manager's initial determination, the Property Owner may request a formal hearing as provided for in Section 2.11.3, however, such request for a formal hearing shall not delay immediate discontinuation of service in the District's discretion.

2.10.1.2 Third Party Review and Finding of Extreme Hardship. With the Property Owner's consent, a third party, such as Neighbors Helping Neighbors, and similar non-profit organizations, may undertake an independent review of the Property Owner's economic situation. Following such review, if the third party determines a delinquent Property Owner's failure to pay is a result of extreme hardship, the third party may submit a letter and other findings to the District requesting a temporary continuation of service. The

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District shall delay the discontinuation of service until the District's Board has had a reasonable opportunity to review the third party's findings. Outstanding amounts will continue to be certified by the District during the shutoff delay.

2.10.1.3 Disconnection or Reconnection or Service. Any Property Owner receiving District services may voluntarily discontinue service. Application for disconnection of service shall be made on the form provided in Appendix F. Disconnection of service shall require the termination of water and sewer service to the property by the Manager or its designee, in accordance with the standards of these Rules and Regulations. Disconnected properties will no longer be subject to monthly service charges commencing on the date of issuance of the disconnection permit. Disconnected properties shall become immediately subject to the then-current Availability of Service Fees and shall be liable for a prorated share of such fee for the calendar year. Any Property Owner desiring to resume District services shall apply for a Reconnection of Service utilizing the form in Appendix F. Permits for the disconnection or reconnection of District services shall be subject to fees as provided for in Appendix A.

2.10.2 EXTENSIONS OF DISTRICT SERVICES. Developers desiring the extension of District water or sewer lines shall be required to bear the cost of such extensions to a location specified by the District, which will ensure uninterrupted mainline operations when subsequent line extensions are required. The Developer shall deposit with the District, at the time of the request, an amount equivalent to the estimated cost of the extension, and the District shall contract for the work. If the actual cost of the extension, when completed, differs from the estimated cost deposited by the Developer by more than five percent (5%), the Developer shall pay any deficit to the District before being connected to the extension. Alternatively, the Developer may contract with a contractor acceptable to the District for the completion of such work, subject to the permitting and technical requirements of these Rules and Regulations. The Developer shall deposit with the District ten percent (10%) of the total estimated cost of the work to cover unanticipated costs incurred by the District for the work.

Should other Developers or Property Owners subsequently connect to the water and/or sewer extensions, such Developer or Property Owner shall be required to deposit with the District his/her pro rata share of the actual cost of the extension at the time of the request. Developers who

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have previously been required to submit a deposit to the District shall be entitled to a partial refund of the deposit based on the subsequent contributions of other Developers or Property Owners. Developers who have contracted for such work themselves shall similarly be entitled to a partial refund of their cost, provided that a final invoice for the work was submitted to and approved by the District. Refunds for subsequent contributions shall be limited to the person who provided the initial deposit and shall not be tied to the property and shall not be assignable.

2.10.3 DISTRICT SERVICES TO PERSONS OUTSIDE THE DISTRICT BOUNDARIES. District services shall not be provided to properties outside the District’s boundaries. In order to receive District services, property outside the District’s boundaries must first be included into the District in accordance with the procedures provided for in Section 2.10.4 of these Rules and Regulation and pursuant to Colorado law.

2.10.4 INCLUSION OR EXCLUSION OF PROPERTY. Owners of property located outside the boundaries of the District may propose inclusion (annexation) of such property into the District. All requests for inclusion of property within the boundaries of the District shall be made pursuant to the provisions of § 32-1-401, *et seq.*, C.R.S. Persons who own property within the boundaries of the District may seek to have their property excluded from the District. All requests for exclusion of property shall be considered pursuant to the provisions of § 32-1-501, *et seq.*, C.R.S.

2.10.4.1 Inclusion Procedures.

2.10.4.1.1 Petition for Inclusion. An owner of property located outside the boundaries of the District wishing to include property into the District shall submit to the District a petition for inclusion meeting the requirements of § 32-1-401, *et seq.*, C.R.S. The owner is referred to in these Rules and Regulations as the “Petitioner”. A Petitioner desiring the District to provide the form of petition for inclusion to him/her shall pay an Application Fee in the amount of Five Hundred Dollars (\$500), which Application Fee shall be non-refundable and shall not be credited toward the Initial Deposit, and the Initial Deposit set forth in the Schedule of Fees and Charges, and more particularly described in Section 2.10.4.1.2 below, to

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the District at the time of such request. A Petitioner desiring to meet with the District and/or the District's consultants prior to formal submission of a petition shall pay a pre-inclusion fee to the District in the amount of One Thousand Dollars (\$1,000) to pay for all administrative costs associated with such meeting. Any remaining funds on deposit with the District will either be: (1) returned to the potential Petitioner upon determination not to proceed with an inclusion into the District; or (2) credited toward the Initial Deposit described in Section 2.10.4.1.2 below.

2.10.4.1.2 Inclusion Fee. Concurrent with the submission of a fully executed petition for inclusion, the Petitioner shall remit to the Manager the Initial Deposit in the amount set forth in the Schedule of Fees and Charges, attached hereto as Appendix A, to pay for all costs associated with the processing of the inclusion. The Initial Deposit shall be non-refundable under all circumstances. All costs, specifically including, but not limited to, legal, management and engineering costs and fees shall be applied to the Initial Deposit. When the amount of the Initial Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount set forth in the Schedule of Fees and Charges be remitted to the District. All work on the inclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the District's consultants, including legal, management and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits. Upon completion of the inclusion process, which process specifically includes the adjudication of water rights, any unused

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portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

2.10.4.1.3 Inclusion Agreement. A Petitioner seeking to include property into the District shall enter into an inclusion agreement with the District setting forth the conditions of inclusion. The inclusion agreement shall comply with the provisions of these Rules and Regulations and shall be substantially in the form provided by the District's legal counsel. Any material deviations from the District's form inclusion agreement shall be approved by the District's Board prior to a public hearing on the petition for inclusion as provided in Section 2.10.4.1.4, below.

2.10.4.1.3.1 Dedication of Water Rights. Concurrent with the execution of the inclusion agreement, the Petitioner shall execute, deliver, grant and convey to the District, a special warranty deed conveying all water and water rights, including, but not limited to, tributary, nontributary, and designated groundwater, surface water, ditches and ditch rights, wells and well rights, reservoirs and reservoir rights, exchange rights, and plans for augmentation, whether decreed or undecreed, permitted or unpermitted, vested, perfected, conditional or inchoate, underlying, associated with, used in connection with, or appurtenant to the inclusion property, and, to the extent applicable, adjacent rights-of-way to the District.

2.10.4.1.3.2 Adjudication of Water Rights. If the water rights referenced in Section 2.10.4.1.3.1 above are not otherwise adjudicated at the time of conveyance to the District, the District shall have the exclusive right, but not the obligation, to adjudicate such water rights and otherwise deal with such water rights in the manner deemed most appropriate by the District.

2.10.4.1.3.3 Conveyance of Improvements and Property Interests to District. The Petitioner shall be responsible for the construction and conveyance to the District of all water and/or sanitary sewer lines and related improvements and property

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interests necessary to serve the inclusion property, as specified in Section 2.7 of these Rules and Regulations.

2.10.4.1.3.4 Development-Specific Requirements. The District may require the Petitioner to complete development-specific improvements or conditions necessary to serve the inclusion property. Such conditions shall be included in the inclusion agreement.

2.10.4.1.4 Public Hearing on Inclusion. Notice of a public hearing on the petition for inclusion shall be published in accordance with § 32-1-401, *et seq.*, C.R.S. No petition for inclusion may be withdrawn after the date of publication without the consent of the Board. The District shall advise the Petitioner of the date, time and location for the public hearing on the petition for inclusion. The public hearing on the petition shall be conducted in accordance with the provisions of §§ 32-1-401, *et seq.*, C.R.S., and the District shall grant or deny the petition, in whole or in part, with or without conditions at the public hearing. In its sole discretion, the Board may continue the public hearing.

2.10.4.1.5 Effective Date of Inclusion. After approval by the Board of the inclusion of the property at the public hearing, the District's legal counsel shall process the necessary documents to obtain an order from the Saguache County District Court ordering the inclusion of the property into the District. Upon receipt of a certified order for inclusion, the order shall be recorded in the real property records of the Saguache County Clerk and Recorder's Office and the inclusion of the property shall become effective. All continuing obligations of the Petitioner set forth in the inclusion agreement shall remain in full force and effect until fully satisfied in accordance with the terms thereof. The District's legal counsel shall provide the Petitioner with a copy of the fully executed and recorded order for inclusion for its records.

2.10.4.1.6 Update of District Map. Pursuant to § 32-1-306, C.R.S., when the District's boundaries have been altered by either an inclusion or exclusion, the District

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is required to file an updated map of the District's boundaries with various Colorado agencies. The Petitioner shall pay all costs associated with updating the District's map for the year in which the inclusion became effective. In the event other inclusions or exclusions became effective in the same year, then each Petitioner shall be responsible for its proportionate share of the costs of the updated map.

2.10.4.2 Exclusion Procedures.

2.10.4.2.1 Petition for Exclusion. An owner of property located inside the boundaries of the District wishing to exclude property into the District shall submit to the District a petition for exclusion meeting the requirements of § 32-1-501, *et seq.*, C.R.S. The owner is referred to in these Rules and Regulations as the "Petitioner". A Petitioner desiring the District to provide the form of petition for exclusion to him/her shall pay an Application Fee in the amount of Five Hundred Dollars (\$500), which Application Fee shall be non-refundable and shall not be credited toward the Initial Deposit, and the Initial Deposit set forth in the Schedule of Fees and Charges, and more particularly described in Section 2.10.4.2.2 below, to the District at the time of such request. A Petitioner desiring to meet with the District and/or the District's consultants prior to formal submission of a petition shall pay a pre-exclusion fee to the District in the amount of One Thousand Dollars (\$1,000) to pay for all administrative costs associated with such meeting. Any remaining funds on deposit with the District will either be: 1) returned to the potential Petitioner upon determination not to proceed with an inclusion into the District; or 2) credited toward the Initial Deposit described in Section 2.10.4.2.2 below.

2.10.4.2.2 Exclusion Fee. Concurrent with the submission of a fully executed petition for inclusion, and pursuant to and in accordance with the provisions of §32-1-501(1), C.R.S., the Petitioner shall remit to the Manager the Initial Deposit in the amount set forth in the Schedule of Fees and Charges, attached hereto as Appendix A, to pay for all costs associated with the processing of

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the exclusion. The Initial Deposit shall be non-refundable under all circumstances. All costs, specifically including, but not limited to, legal, management and engineering costs and fees shall be applied to the Initial Deposit. When the amount of the Initial Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount set forth in the Schedule of Fees and Charges be remitted to the District. All work on the exclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the District's consultants, including legal, management and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits. Upon completion of the exclusion process, any unused portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

2.10.4.2.3 Exclusion Agreement. A Petitioner seeking to exclude property from the District shall enter into an exclusion agreement with the District setting forth the conditions of exclusion. The exclusion agreement shall comply with the provisions of these Rules and Regulations and shall be substantially in the form provided by the District's legal counsel. Any material deviations from the District's form exclusion agreement shall be approved by the District's Board prior to a public hearing on the petition for exclusion as provided in Section 2.10.4.2.4, below.

2.10.4.2.4 Public Hearing on Exclusion. Notice of a public hearing on the petition for exclusion shall be published in accordance with § 32-1-501, *et seq.*, C.R.S. No petition for exclusion may be withdrawn after the date of publication without the consent of the Board. The District shall advise the Petitioner of the date, time and

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location for the public hearing on the petition for exclusion. The public hearing on the petition shall be conducted in accordance with the provisions of §§ 32-1-501, *et seq.*, C.R.S., and the District shall grant or deny the petition, in whole or in part, with or without conditions at the public hearing. In its sole discretion, the Board may continue the public hearing.

2.10.4.2.5 Effective Date of Exclusion. After approval by the Board of the inclusion of the property at the public hearing, the District's legal counsel shall process the necessary documents to obtain an order from the Saguache County District Court ordering the exclusion of the property into the District. Upon receipt of a certified order for exclusion, the order shall be recorded in the real property records of the Saguache County Clerk and Recorder's Office and the exclusion of the property shall become effective. All continuing obligations of the Petitioner set forth in the exclusion agreement shall remain in full force and effect until fully satisfied in accordance with the terms thereof. The District's legal counsel shall provide the Petitioner with a copy of the fully executed and recorded order for exclusion for its records.

2.10.4.2.6 Update of District Map. Pursuant to § 32-1-306, C.R.S., when the District's boundaries have been altered by either an inclusion or exclusion, the District is required to file an updated map of the District's boundaries with various Colorado agencies. The Petitioner shall pay all costs associated with updating the District's map for the year in which the exclusion became effective. In the event other inclusions or exclusions became effective in the same year, then each Petitioner shall be responsible for its proportionate share of the costs of the updated map.

2.10.5 TAX-EXEMPT PROPERTIES AND PAYMENTS IN LIEU OF TAXES (PILOT). The District provides water and wastewater facilities and services to all properties within its boundaries. The District has financial obligations to its creditors and residents which it must maintain in order to continue to finance its facilities and, in turn, provide water and wastewater services to the District's Property Owners. As a result, any properties converting from a taxable status to

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a non-taxable or tax-exempt status shall be required to enter into an agreement with the District whereby the property pays a fee to the District in an amount equal to or greater than the amount they would have paid had they paid taxes. Such agreement shall be required in order to receive water and wastewater services from the District.

2.10.6 TAMPERING. No unauthorized person shall alter, disturb, obstruct or interfere with the District's facilities or improvements without first obtaining a written authorization from the District in advance, which written authorization shall be granted by the District in its sole discretion and which may be withheld for any reason deemed reasonable or appropriate by the District in its sole discretion. No person shall maliciously, willfully or negligently, break, damage, destroy, uncover, deface or tamper with any portion of the District's facilities or improvements. Any person who violates the provisions of this Section shall be prosecuted to the full extent provided by law.

2.10.6.1 Notification to Property Owner of Tampering. Upon discovery that a District facility or improvement has been altered, disturbed, obstructed or interfered with, the District shall advise the Property Owner by posting a notice on the property and requesting that such alteration, disruption, obstruction or interference be removed, corrected, or remedied within forty-eight (48) hours of posting of the notice, or by such sooner date as specified therein by the District due to the particular circumstances involved. If such alteration, disruption, obstruction or interference is not removed, corrected, or remedied within forty-eight (48) hours (or other specified time period) of the posting of the notice, the District may remove, correct or remedy the alteration, disruption, obstruction or interference, and all costs associated therewith shall be charged to the Property Owner. In the event the alteration, disruption, obstruction or interference is such that it would be unsafe, unreasonable or otherwise inappropriate for the Property Owner to remove, correct or remedy, then no notice will be posted on the property and the District may remove, correct or remedy the situation in its sole discretion, and all costs associated therewith shall be charged to the Property Owner.

2.10.6.2 Penalties for Tampering. Upon discovery that a District facility or improvement has been altered, disturbed, obstructed or interfered with, the District shall impose a penalty upon the property in the amount set forth in Appendix A. The penalty

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shall be imposed regardless of whether the alteration, disruption, obstruction, or interference is cured by the Property Owner within the specified time period set forth in the notice posted on the property. Any administrative costs associated with the tampering and penalties will also be charged.

2.10.6.3 Prosecution for Tampering. Pursuant to § 18-4-506.5, C.R.S, any person who in any manner alters, obstructs or interferes with any meter provided for measuring or registering the quantity of water passing through that meter without the knowledge and prior written consent of the District commits a class 2 misdemeanor. Further, any person who connects any pipe, tube, stockcock, 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 prior written consent of the District commits a class 2 misdemeanor. The District's Board and/or Manager shall determine whether to press charges against the person violating these provisions. Any and all costs associated with pressing charges against the person or property owner responsible shall be charged to the property.

2.10.6.4 Involvement of Law Enforcement. In the event the alteration, obstruction, or interference requires access to a property owner's property, or if the Manager or operator believes the safety of the District's contractors or employees is in jeopardy, the District shall request the Saguache County sheriff accompany the contractor and/or employee to the property to remedy the alteration, obstruction or interference. Any and all costs associated with pressing charges against the person or property owner responsible shall be charged to the property.

2.10.7 VIOLATIONS. Any person violating any of the provisions of these Rules and Regulations shall become liable to the District for any expense, loss or damage occasioned by reason of such violation, and upon non-payment thereof, shall be assessed a penalty in an amount set forth in the District's Schedule of Fees and Charges, which penalty shall be a lien upon the violator's property as permitted by § 32-1-1001, C.R.S., as amended, or a lien upon the Property to which the violator was providing services at the time of the violation in question, whichever the Manager deems appropriate. In the event the District

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determines to revoke or suspend District services to any person or entity for violation of any of the provisions of these Rules or Regulations, the District shall not be liable for any claim for damage resulting therefrom.

2.10.8 FEES FOR SERVICES. Development fees, service charges, miscellaneous fees and other applicable fees shall be in the amounts stated in the Schedule of Fees and Charges, attached hereto as Appendix A and any fee resolution adopted by the Board of Directors. Following efforts to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations and/or Colorado law, the District may certify any unpaid fees to the County Treasurer for collection in the same manner as those for taxes pursuant to the provisions of § 32-1-1001(1)(e), C.R.S. Alternatively, the District may elect 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 in an amount set forth in the District's Schedule of Fees and Charges, 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 District services.

2.11 HEARINGS

2.11.1 APPLICABILITY. The hearing and appeal procedures established by this section 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 section shall not apply to complaints arising out of the interpretation of the terms of District contracts, or complaints which arise with regard to personnel matters which shall be governed exclusively by the District's personnel rules as the same may be amended from time to time.

2.11.2 COMPLAINTS. Complaints concerning the interpretation, application or enforcement of Rules and Regulations of the District must be presented in writing to the Manager or such representative as s/he may designate. Upon receipt of a complaint, the Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determinations as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) days after receipt of the complaint. Decisions of the Manager which

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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.

2.11.3 HEARING. In the event the decision of the Manager or his/her representative is unsatisfactory to the complainant, a written request for formal hearing may be submitted to the Manager or such hearing officer as the Manager may appoint within twenty (20) days from the date written notice of the decision was mailed. A deposit in an amount set forth in the District's Schedule of Fees and Charges shall be made with the District along with the request for the hearing. This amount shall be retained by the District to cover the costs of the hearing until the final decision following such hearing. The amount shall be refunded to the complainant if the Manager renders a final decision in favor of the complainant. Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Rules and Regulations have been met, the Manager or hearing officer shall conduct a hearing at the District's convenience but in any event not later than fifteen (15) days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations. Decisions of the Manager which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the Board.

2.11.4 RULES. At the hearing, the Manager or hearing officer shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any person of his/her choice or by legal counsel.

The complainant or his/her 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. The Manager or hearing officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

The Manager or hearing officer 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 hearing. The burden of showing

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that the required grounds exist to alter, amend, defer or cancel the action shall be borne by the complainant.

- 2.11.5 FINDINGS.** Subsequent to the formal hearing, the Manager or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) days after the date of the formal hearing.
- 2.11.6 APPEALS.** In the event the complainant disagrees with the findings and order of the Manager at the formal hearing, the complainant may, within fifteen (15) days from the date of the mailing of the findings and order by the District, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. In response, the District shall compile a written record of the appeal consisting of: (1) a transcript of the proceedings at the formal hearing; (2) all exhibits or other physical evidence offered and reviewed at the formal hearing; and (3) a copy of the written findings and order. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. Such consideration shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there shall be no right to a hearing *de novo* before the Board of Directors.
- 2.11.7 BOARD FINDINGS.** The Board of Directors shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the hearing. The Board of Directors will not reverse the decision of the Manager or hearing officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.
- 2.11.8 NOTICES.** A complainant shall be given notice of any hearing before the Manager, the hearing officer or before the Board of Directors by certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the complainant shall also be served upon the attorney.

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- 2.12 JOINT SERVICE.** Unless individual services are specifically authorized by the District, water distribution and sewer collection services shall be furnished jointly.
- 2.13 WATER QUALITY SAMPLE REQUESTS.** The District is required to conduct and report on water quality in order to ensure compliance with applicable local, state, and federal water quality laws, in particular regulations promulgated by the CDPHE. Property Owners may request additional water quality sampling. Property Owners shall make such requests on a form to be provided by the District, and shall include all known information as to the nature of the Property Owner's inquiry. The scheduling of such request shall be in the Manager's discretion. The District may charge a water quality sample fee as provided for in the District's Schedule of Fees and Charges in Appendix A.

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ARTICLE 3. CONDITIONS OF THE WORK

3.1 WORKING HOURS. All work completed under these Rules and Regulations shall be performed during regular working hours - 7:30 A.M. to 5:30 P.M., Monday through Friday. Any contractor performing work on behalf of the District shall not perform work outside of regular working hours or on Saturday, Sunday or any District holiday without the prior written consent of the District.

3.2 EMERGENCIES. When, in the opinion of the District, an emergency arises due to work under these Rules and Regulations and immediate action is necessary to protect public or private interests, the District may, with or without notice to any contractor or Developer, perform the required work to mitigate the emergency. The Developer will pay for the cost of such work. The performance of emergency work by the District shall not relieve the Developer of responsibility for damages resulting from the performance of work under these Rules and Regulations.

In the event of an emergency that threatens loss of life or extensive damage to the work or to adjoining property, the District is authorized to take the necessary action to prevent such loss or damage.

3.3 DAILY CLEANUP. At all times during construction, the contractor shall maintain the site, partially finished structures, material stockpiles and other like areas in a reasonable state of order and cleanliness.

3.4 FINAL CLEANUP. Upon completion of the work, the contractor shall remove from the project area all surplus and discarded materials, rubbish and temporary structures and shall leave the project area in a neat and presentable condition. The contractor shall restore all work that has been damaged by his/her operations.

The contractor shall inspect the interior of all manholes, vaults and catch basins within the construction limits for construction materials, dirt, stones or other debris resulting from the activities of the contractor, and shall remove all debris found.

3.5 AUTHORITY OF DISTRICT. The District will have the authority to stop the work whenever it may be deemed necessary by the District. The District will resolve all questions that arise as to the quality and acceptability of materials furnished, work performed, interpretation of the plans and specifications and acceptable fulfillment of the requirements of these Rules and Regulations.

3.6 AUTHORITY AND DUTIES OF INSPECTOR. The District inspector will inspect, and accept or reject all work completed and all material furnished. Inspections may extend to any part of the work and to the preparation, fabrication

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or manufacture of the materials. The inspector is not authorized to revoke, alter or waive any requirements of these Rules and Regulations.

The inspector shall not act as foreman or perform other duties for the contractor, nor interfere with the management of the work performed by the contractor. Instructions or advice given by the inspector will not be binding upon the District or release the contractor from fulfilling the terms of these Rules and Regulations.

The presence or absence of the inspector will not relieve the contractor of the responsibility of complying with these Rules and Regulations.

The inspector and the District's engineer will at all times have reasonable and safe access to the work and the contractor shall provide proper facilities for such access.

3.7 CONTRACTOR'S RESPONSIBILITY FOR WORK. The contractor shall be responsible for controlling and supervising the work. It shall be the responsibility of the contractor to ensure that all work is constructed in accordance with these Rules and Regulations.

3.8 REMOVAL OF UNACCEPTABLE WORK. Work that does not conform to these Rules and Regulations will be considered unacceptable work. Unacceptable work shall be immediately removed and replaced or otherwise corrected by the contractor at its own expense. If the contractor fails to remove and replace the unacceptable work within a reasonable time, the District may, in its sole discretion, remove and replace the unacceptable work, which removal and reparation shall be charged fully to the contractor.

3.9 SCHEDULING OF WORK. Work shall be accomplished in accordance with a schedule approved by the District. Deviations from the approved schedule shall be made only with written approval of the District.

3.10 SAMPLES AND TESTS. Sampling and testing will be in accordance with standard practices unless methods and procedures are otherwise set forth in these Rules and Regulations.

The contractor shall furnish all samples, tests and reports required by the District to determine compliance of materials with these Rules and Regulations. The contractor may be required to furnish a written statement identifying the origin, composition and process of manufacture of a material.

3.11 STORAGE OF MATERIALS. Materials shall be stored in a manner that insures the preservation of their quality and suitability for the work. Materials shall be stored only in locations approved by the District.

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- 3.12 DEFECTIVE MATERIALS.** Materials not in conformance with requirements of these Rules and Regulations will be considered defective and will be rejected. Rejected materials shall be removed from the work site within twenty-four (24) hours.
- 3.13 LOCAL LAWS, ORDINANCES AND CODES.** The contractor shall comply with all current federal, state and local laws, codes and ordinances pertaining to the work being performed. The contractor shall obtain all necessary permits and approvals prior to commencement of the work.
- 3.14 PUBLIC CONVENIENCE AND SAFETY.** The contractor shall erect the appropriate barricades, signs, or other safety measures, provide for adequate drainage around the work, and take other necessary precautions to safeguard the work and the public.
- 3.15 FIRE HYDRANTS.** Fire hydrants shall remain visible from the street and accessible to the Fire Department at all times. No obstructions shall be placed within ten feet (10') of a fire hydrant.
- 3.16 LOCATION OF EXISTING UTILITIES.** The contractor shall have all underground utilities located by the appropriate utility company prior to commencing work, all in accordance with the Utility Notification Center of Colorado ("UNCC") regulations, §§ 9-1.5-101, *et seq.*, C.R.S., as amended from time to time. The contractor shall avoid unnecessary exposure of underground utilities and shall protect underground utilities from damage due to performance of the work. The contractor shall not hinder or interfere with any person engaged in the protection or operation of underground utilities.

The District will locate existing water underground facilities. The contractor shall request location of District facilities at least seventy-two (72) hours prior to commencing excavation. Excavation shall not begin until the District has located pipelines and other facilities.

- 3.17 PROTECTION AND RESTORATION OF PROPERTY AND SURVEY MONUMENTS.** The contractor shall prevent damage to public or private property adjacent to the work. The contractor at his/her expense shall restore property damaged by the contractor's operations. At least seventy-two (72) hours prior to commencing work, the contractor shall give written notice to owners of property that may be affected by the contractor's operations.

The contractor shall protect and preserve existing survey monuments. Monuments disturbed or removed by the contractor shall be referenced and replaced by a professional land surveyor registered in the State of Colorado, at the contractor's expense.

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Excessive blasting or overshooting will not be permitted. The District may order discontinuance of any method of blasting which leads to overshooting, is dangerous to the public, or destructive to property or to natural features.

3.18 PROTECTION OF STREAMS, LAKES AND RESERVOIRS. The contractor shall meet all requirements of federal, state and local authorities, including the requirements of Saguache County and the CDPHE. The contractor shall take the necessary precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. Contractor operations shall be conducted in a manner that prevents or minimizes the release of silt or other materials to drainages, streams, lakes and reservoirs. An erosion control plan shall be submitted to the District for approval prior to starting work.

3.19 DUST CONTROL. The contractor shall meet all requirements of federal, state and local authorities, including the requirements of Saguache County and the CDPHE. The contractor shall take the necessary steps to control dust arising from operations connected with the work. Sprinkling with water or other approved methods shall be utilized by the contractor to control fugitive dust.

3.20 TRAFFIC CONTROL, BARRICADES AND WARNING SIGNS. A Traffic Control Plan (“TCP”) shall be required for all work performed within a road right-of-way. The TCP shall provide safe methods for movement of pedestrians and motorists traveling through the work zone, and a safe work area for all workers engaged in construction activities. The TCP shall show the location, spacing, scheduling and usage of advance warning signs, barricades, pavement markings and other control devices. All control devices shall be installed and maintained in accordance with the *Manual of Uniform Traffic Control Devices* (“MUTCD”), as well as any applicable requirements of Saguache County or the Colorado Department of Transportation.

The TCP shall be submitted to the District and Saguache County for review and approval. Work shall not commence prior to District approval of the TCP. The contractor shall provide the District copies of all county approvals prior to commencing work.

3.20.1 SCALED DRAWING. The TCP shall include a scaled drawing showing the project area and the streets affected by the project. The drawing shall include the following information:

- Location and spacing of properly planned traffic control devices.
- The duration of construction activities.

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- The name and phone numbers of the contractor's designated traffic control supervisor.
- Special notes or information pertaining to traffic control operations.

The contractor shall be responsible for furnishing, erecting and maintaining traffic control devices required by the approved TCP, throughout the duration of the contract, including periods of suspension. Work shall be properly barricaded and lighted at all times.

3.20.2 CONDITIONS FOR STREET CUTS. When street cuts are required for water facilities construction, the following conditions shall be met to minimize interference with traffic:

- Street service cuts shall be open only between 7:30 a.m. and 5:00 p.m.
- Two-way traffic shall be maintained at all times around the construction area.
- All required street cut permits and approvals shall be obtained from Saguache County. The contractor shall provide the District copies of all county approvals prior to commencing work.

3.21 USE OF DISTRICT WATER. The contractor may purchase, when available, reasonable amounts of water from the District for construction purposes. Water shall be obtained at points designated by the District. The contractor shall use a meter and backflow prevention device appropriate for the source of water designated by the District. All water obtained from the District's system shall be in accordance with the Schedule of Fees and Charges set forth in Appendix A. The Schedule of Fees and Charges may be amended by the District at any time, without notice, in its sole discretion.

3.22 MAINTENANCE OF DRAINAGE. The contractor shall not prevent or obstruct the flow of water in street gutters or natural drainages, and shall utilize proper methods to maintain the flow of surface water while work is in progress. The contractor shall prevent flow of sediment into storm sewers and natural drainages.

3.23 INTERRUPTION OF SERVICES. Before starting work, the contractor shall plan and coordinate for the disconnection or interruption of all services including water, sewer, cable television, telephone, gas, and electric power. Disconnections or interruptions shall be made in accordance with the regulations of the utility that controls the supply of the service.

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District approval shall be obtained a minimum of seventy-two (72) hours prior to disconnection or interruption of water or sewer service. Forty-eight (48) hours prior to the interruption of service, the contractor shall provide written notice to all Property Owners whose service will be interrupted. No line shall be shut down for more than an eight (8) hour period at one time. Where practical, the contractor shall make his/her best effort to confine all work requiring service interruptions to regular work hours, Monday through Friday. The District may, in its discretion, refuse approval of work requiring service interruptions if such refusal is in the best interests of the District's residents.

- 3.24 EQUIPMENT OPERATED ON STREETS.** Only pneumatic-tired equipment shall be permitted to operate over paved surfaces. The contractor shall be responsible for damage to the street surface resulting from its operation in accordance with the standards and specifications of Saguache County or other governing body of jurisdiction.
- 3.25 MATERIAL SUBMITTALS.** The contractor shall submit detailed information, specifications and drawings for each type of material or equipment proposed for incorporation into the work. The information submitted shall be in sufficient detail to demonstrate compliance with these Rules and Regulations. Materials and equipment shall not be incorporated into the work until approved by the District.
- 3.26 OPERATION OF DISTRICT SYSTEMS.** Only District personnel shall operate District systems. Developers, contractors, private owners and other persons shall not operate District facilities including, but not limited to, valves, fire hydrants, pumps and other system components.
- 3.27 RESTRICTIONS ON EXCAVATIONS FOR SERVICE LINES.** Excavation for installation of service lines to a single structure will not normally be permitted during the period from December 1 through March 31 of each year. The District may adjust the no-excavation period based on actual weather conditions, or otherwise permit exceptions to this provision in its sole discretion. Persons wishing to perform excavation during this period will be required to furnish the District with a bond in an amount set forth in the District's Schedule of Fees and Charges, as security for repairs which may be required due to damage to the District's existing facilities.

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ARTICLE 4. APPROVALS AND INSPECTIONS

4.1 APPROVALS REQUIRED. Work covered by these Rules and Regulations shall not be commenced until the District has issued a permit covering the proposed work, which permit will be issued by the District in accordance with these Rules and Regulations.

4.2 APPLICATION FOR LINE EXTENSION PERMIT. Unless otherwise waived by the District in writing in advance, all applicants shall submit an application for a permit for all work covered by these Rules and Regulations. Each applicant shall:

- Identify and describe the proposed work.
- Describe the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitively locate the proposed work.
- Indicate the type of work or improvement.
- Be accompanied by plans, diagrams, computations, specifications, and other data as required by the District.
- State the valuation and the quantities of the work to be performed.
- Be signed by the applicant or his/her authorized agent.
- Include a starting and completion date for the work.
- Copies of all insurance certificates required under these Rules and Regulation to be maintained by the contractor.
- A letter or other District-approved documentation from the San Luis Valley Rural Electric Cooperative, Fair Point Communications, and/or any other utilities in the area of the proposed work documenting compliance with such utility's policies and procedures, and evidence that any required permits have been obtained by the contractor.
- Provide other data and information as required by the District.

All applicants shall be required to attend a pre-construction meeting with the General Manager or his/her designee in conjunction with their application prior to District approval.

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- 4.3 APPLICATION FOR WATER & SEWER HOOK-UP PERMIT/ AVAILABILITY OF SERVICE PERMIT.** When the proposed work consists only of the installation of service lines to one (1) single structure in the development, the applicant shall submit an Application for Water & Sewer Hook-up/Availability of Service Permit in the form provided in Appendix C.
- 4.4 APPLICATION FOR STUB-IN PERMIT.** When the proposed work includes only the installation of line stub-ins to a single lot, the applicant shall submit an Application for Stub-in Permit. The applicant shall complete the form provided in Appendix D and indicate that he/she is requesting only the Stub-In Permit at this time. A subsequent Water & Sewer Hook-up/Availability of Service Permit will be required at the time the service line is extended to the structure. A Stub-In Permit shall not be required if a Connection Hook-up/Availability of Service Permit has been issued and the entire service line from the main to the structure will be constructed in one continuous operation.
- 4.5 APPROVAL OF APPLICATIONS.** The permit application, plans, specifications, insurance certificates and other data submitted by an applicant for a permit will be reviewed by the District. If the District finds that the work described in an application conforms to the requirements of these Rules and Regulations, and that all required fees have been paid, a permit will be issued. All applications to the District will be reviewed, and comments returned to the applicant or a permit issued, within thirty (30) days following receipt by the District of the complete application. Failure on the part of the District to respond within thirty (30) days shall not constitute approval of the application.
- 4.5.1** The contractor shall provide three (3) sets of final plans to the District for approval. When the District issues a permit for work for which plans are required, the General Manager will endorse the plans in writing. The endorsed plans and specifications shall not be changed, modified, or altered without authorization from the District.
- 4.5.2** The approval of an application or issuance of a permit will not be construed to be an approval of any violation of the provisions of these Rules and Regulations.
- 4.5.3** The approval of an application based on submitted plans, specifications or other data shall not prevent the District from requiring the correction of errors in said plans, specifications and other data, or from stopping construction operations which are in violation of these Rules and Regulations.
- 4.6 FAILURE TO CONNECT AND TERMINATION OF PERMITS.** Water & Sewer Hook-up/Availability of Service Permits and Stub-in Permits shall expire

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eighteen (18) months after the date of issuance. Line Extension Permits shall expire twelve (12) months after the date of issuance.

- 4.7 SUSPENSION OR REVOCATION OF PERMITS.** The District may suspend or revoke a permit issued under the provisions of these Rules and Regulations if the permit was issued in error, or on the basis of incorrect information supplied by the applicant. In the event a permit is suspended or revoked, permit fees will not be refunded.
- 4.8 APPROVED PLANS.** The District shall retain one (1) copy of the approved plans at the District's offices at all times during the work. The contractor shall keep one (1) copy of the District-endorsed plans on site at all times during the work. The District shall have access to the contractor's District-endorsed plans at all times during the work.
- 4.9 SERVICE LINES.** Approved plans are not required for service lines, provided however that the District shall be entitled to inspect, review, and monitor all work related to the tapping of District-owned lines. The "service line" shall include all water and sewer lines that are intended to service a single structure, measured from the point of connection to the District-owned line to the structure, and which were approved by the District under a Water & Sewer Hook-up/Availability of Service Permit.
- 4.10 SERVICE EXTENSIONS.** Water and sewer lines that may be reasonably anticipated to service multiple structures in the future and are to remain District-owned shall require a Line Extension Permit. Applicants for Line Extension Permits shall use the form provided in Appendix E. All line extensions shall be subject to District plan review and approval, whether or not such line is only intended to service a single structure at the time of application. Line extension shall also be subject to the provisions of Section 2.10.2 of these Rules and Regulations.
- 4.11 INSPECTIONS.** All construction work covered by these Rules and Regulations shall be subject to inspection by the District.
- 4.11.1** It shall be the responsibility of the person performing the work to notify the District that such work is ready for inspection. Each request for inspection shall be filed at least one (1) working day before such inspection is required unless otherwise required by these Rules and Regulations. It shall be the responsibility of the person requesting inspections to provide access for proper inspection of the work.
- 4.11.2** The District will give the contractor written notice of deficiencies noted during an inspection within seventy-two (72) hours of such inspection, and may order further construction to cease until all deficiencies are

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corrected. No partial inspections will be allowed unless prior written approval has been given by the District.

4.12 ADDITIONAL INSPECTIONS AND REINSPECTIONS. The District may make or require additional inspections if necessary to ascertain compliance with the provisions of these Rules and Regulations.

4.12.1 Reinspection fees may be assessed when work requested to be inspected is incomplete, or when work does not comply with these Rules and Regulations.

4.12.2 Reinspection fees may also be assessed when approved plans are not readily available to the inspector or for failure to provide access at the scheduled time of inspection. When reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

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ARTICLE 5. FEES

- 5.1 GENERAL STATEMENT.** All fees, rates and charges imposed by the District are set forth in the District's Schedule of Fees and Charges attached hereto as Appendix A. The District's Board of Directors may amend the fees, rates and charges set forth therein at anytime without notice to residents, taxpayers, users or Property Owners.
- 5.2 PLAN REVIEW FEES.** Plan review fees shall be paid in full at the time plans and specifications are submitted for approval. Plan review fees shall be as set forth in the District's Schedule of Fees and Charges. Plan review fees shall be in addition to permit fees. Plans which require more than two revisions will be assessed a fee, based on the additional time spent by District or District Representative in reviewing.
- 5.3 PERMIT FEES.** The permit fees shall be as set forth in the District's Schedule of Fees and Charges. Permit fees shall be paid prior to issuance of a permit.
- 5.4 INVESTIGATION FEES.** Work performed without the required District inspections shall be subject to investigation to verify compliance with these Rules and Regulations. The District will determine the extent of the investigation. Fees for inspections and re-inspections will be determined according to the District's current Schedule of Fees and Charges.
- 5.5 AVAILABILITY OF SERVICE FEES.** The District's Board of Directors may impose availability of service or facilities charges pursuant to § 32-1-1006, *et seq.*, C.R.S. for the purpose of paying principal and interest on any past, present, or future outstanding indebtedness of the District.
- 5.6 PERPETUAL LIEN.** All fees, rates and charges unpaid and owing to the District, or any other amounts due to the District by any Property Owner for any reason arising out of these Rules and Regulations shall serve as a perpetual lien against the premises served. Such lien may be foreclosed on by the District in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens, in addition to any other remedies provided under the laws of the State of Colorado or these Rules and Regulations, including but not limited to the certification of any unpaid fees to the County Treasurer for collection as provided for in Section 2.6.

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ARTICLE 6. PLANS AND SPECIFICATIONS

6.1 GENERAL. A Registered Professional Engineer, licensed to practice in the State of Colorado, shall prepare plans, computations and specifications for work covered by these Rules and Regulations.

6.2 SUBMITTAL REQUIREMENTS. The District shall review all construction plans for conformance with these Rules and Regulations. Engineering design shall remain the responsibility of the design engineer. For service lines or other line extensions serving a single lot, only electronic plan submittals shall be required. For all other work, the submittal requirements of this section shall apply.

6.2.1 Three (3) paper copies of the plans, specifications and engineering computations shall be submitted to the District for review. One electronic copy shall be provided. One set of submittal documents will be returned with review comments.\

6.2.2 Four (4) sets of blueline prints shall be submitted to the District for signature. The prints shall be signed and sealed by the design engineer within two (2) weeks of the date of submittal. After signature by the District, two (2) of the signed sets shall be returned to the Developer and the District shall retain two (2) sets. The contractor shall keep one of the sets returned to the Developer on the job site for the duration of the project, as provided for in Section 4.8.

6.2.3 Upon completion of the work, the Developer shall submit two (2) sets of blueline prints for review by the District. Upon approval of the as-built prints by the District, the design engineer shall submit one set of as-built mylars, 4 mil thickness, double matte reversed, 22" x 34" format, and one set of as-built bluelines, signed and sealed by the design engineer. The Developer shall also submit electronic versions of the final approved as-built plans to the District in both Adobe PDF and AutoCAD format. AutoCAD files shall be compatible with the software version in use by the District at the time of the original submittal.

6.2.4 GENERAL PLAN REQUIREMENTS. Plans and specifications shall be drawn to scale and shall have sufficient clarity to indicate the location, nature, and extent of the work proposed.

Each set of construction drawings shall include an overall utility drawing showing water, sanitary sewer, and storm sewers included in the project. The overall utility drawing shall show all of the pipe sizes,

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- Existing utility lines (buried) location and depth, water, gas, telephone, storm drain, irrigation ditches, sanitary sewers, and other pertinent details, i.e. houses, curbs, water courses, etc.

6.4 PROFILE SHEET REQUIREMENTS. All profile sheets shall contain the following information:

- Vertical and horizontal grids with scales.
- Ground surface existing (dotted) and proposed (solid).
- Existing utility lines where crossed.
- Benchmarks (USGS Datum).
- Manhole invert and rim elevations.
- Crossings of other pipelines.

6.5 WATER SUPPLY CONSTRUCTION DETAILS. In addition to the requirements listed above, water supply construction plans shall include the following items:

- Water mains.
 - Size.
 - Length.
 - Materials used and types of joints.
 - Location dimensions.
- Fittings.
 - Tees.
 - Crosses.
 - Reducers.
 - Bends.
 - Plugs.
 - Blow-offs.

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- Valves.
- Fire Hydrants.
- Plan, profile and complete details for off-site transmission mains, pump stations, special valves, and vaults, tanks, etc.
- Service connections or stub-ins.
- Complete material list.

6.6 SANITARY SEWER CONSTRUCTION DETAILS. In addition to the requirements listed above, sanitary sewer construction plans shall include the following items:

- Main or trunk gravity sanitary sewer lines.
 - Size and pipe material.
 - Length.
 - Slope (to the nearest one one-hundredth of one percent; 0.01%)
 - Manholes (plan view, inflow and outflow alignment angles).
- Manholes.
 - Diameter.
 - Rim and sump elevations.
 - Inlet pipe(s) top-of-pipe and invert elevations.
 - Outlet pipe(s) top-of-pipe and invert elevations.
- Cleanouts.

Construction plans for lift stations, force mains, or other facility connections will include additional requirements to be set for in the District's discretion and outlined at a pre-design meeting.

6.7 SPECIFICATIONS AND SUPPORT DOCUMENTATION. The following shall be included with submitted construction plans:

- Reference on plans to District Rules and Regulations.

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- Reference on plans to other agency Rules and Regulations that are required or proposed.
- Where reference to other commonly available Rules and Regulations will not suffice, copies of specifications are to be provided.
- Copies of written approval from other affected agencies as required.
- Soils and other test data.

6.8 RECORD DRAWINGS. Record drawings shall be prepared and submitted to the District for all new construction work performed by a contractor for the District or performed by a Developer. Refer to Section 6.2.3 for specific requirements and procedures for each type of project.

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ARTICLE 7. DEFINITIONS AND ABBREVIATIONS

7.1 DEFINITIONS. Whenever the following terms are used in these Rules and Regulations, they will be defined as follows:

- Board of Directors shall mean the governing body of the District.
- Developer shall mean any developer, builder, property owner, resident, user, customer or party other than the District.
- District shall mean the Baca Grande Water and Sanitation District.
- District Manager shall mean the person or entity engaged by the District to serve as its manager.
- General Manager shall mean the person employed by the District to manage the on-site day-to-day activities of the District.
- Manager shall mean the District Manager and/or the General Manager.
- Property Owner shall include all owners of real property, customers, users, residents, leaseholders, and other recipients of District services.
- Rules and Regulations shall mean the body of directions, provisions, and requirements contained herein, describing the method or manner of construction, and the quality of materials furnished.

7.2 ABBREVIATIONS.

- AASHTO shall mean the American Association of State Highway and Transportation Officials.
- ACI shall mean the American Concrete Institute.
- AISC shall mean the American Institute of Steel Construction.
- ANSI shall mean the American National Standards Institute.
- APWA shall mean the American Public Works Association.
- ASA shall mean the American Standards Association.
- ASTM shall mean the American Society for Testing and Materials.
- AWG shall mean the American Wire Gauge.

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- AWWA shall mean the American Water Works Association.
- BPR shall mean the Bureau of Public Roads.
- CDOT shall mean the Colorado Department of Transportation.
- CDPHE shall mean the Colorado Department of Public Health and Environment
- EPA shall mean the United States Environmental Protection Agency.
- FCC shall mean the Federal Communications Commission.
- gpcd shall mean gallons per capita per day.
- gpm shall mean gallons per minute.
- GRC shall mean galvanized rigid conduit.
- IMSA shall mean the International Municipal Signal Association.
- IPCEA shall mean the Insulated Power Cable Engineers Association.
- ITE shall mean the Institute of Transportation Engineers.
- MGD shall mean million gallons per day.
- NEC shall mean the National Electrical Code.
- NEMA shall mean the National Electrical Manufacturers Association.
- NFPA shall mean the National Fire Protection Association.
- PVC shall mean polyvinyl chloride.
- PVCO shall mean Molecularly Oriented Polyvinyl Chloride
- psi shall mean pounds per square inch.
- SCADA shall mean Supervisory Control and Data Acquisition System
- TCP shall mean Traffic Control Plan
- UBC shall mean the Uniform Building Code.
- UNCC shall mean the Utility Notification Center of Colorado.

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- UPC shall mean the Uniform Plumbing Code.
- UL shall mean Underwriters Laboratories, Inc.
- USDA shall mean the United States Department of Agriculture.

7.3 TERMS. Whenever, in these Rules and Regulations, the words “as ordered”, “as directed”, “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it will be understood that the order, direction, requirement, permission, or allowance of the District is intended.

The words “approved”, “reasonable”, “suitable”, “acceptable”, “accepted”, “properly”, “satisfactory”, or words of like effect and import, shall mean approved, reasonable, suitable, acceptable, accepted, properly or satisfactory in the judgment of the District.

Whenever the word “District” is used in these Rules and Regulations, it shall mean the Baca Grande Water and Sanitation District or its designated representative.

7.4 SPECIFICATIONS BY REFERENCE. All specifications, e.g., ASTM, ACI, etc. made a portion of these Rules and Regulations by reference shall be the latest edition.

Throughout these Rules and Regulations, any section referenced shall include all sub-sections of that section. Any portion of these Rules and Regulations may be applicable to any other section.

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ARTICLE 8. WATER SUPPLY FACILITIES

8.1 GENERAL PROVISIONS

8.1.1 APPLICABILITY. All water main construction within the District and all water service line construction connecting to the District's water mains shall be designed and constructed in accordance with these Rules and Regulations. The requirements stated herein shall apply to new water system construction and to repairs, upgrades and expansions of existing facilities.

8.1.2 REFERENCES. All references cited in these Rules and Regulations as the Denver Water Board Specifications shall mean the latest edition of the Engineering Standards of the Board of Water Commissioners of Denver, Colorado.

8.2 TAPPING EXISTING WATER MAINS. The District shall perform all water taps.

8.3 TRENCHING, BACKFILLING AND COMPACTING. Trenching, backfilling and compacting shall be performed in accordance with all applicable portions of Article 16, Site Work and Earthwork.

8.4 CROSS CONNECTION CONTROL. All facilities served by the District's water system shall comply with the provisions set forth in Exhibit A, Cross Connection Control.

8.5 WATER CONSERVATION DEVICES. All facilities served by the District's water system shall utilize water conservation devices as specified in Exhibit B, Water Conservation Standards.

8.6 MATERIALS

8.6.1 PIPE. All pipes for water main construction shall be Polyvinyl Chloride (PVC), or Molecularly Oriented Polyvinyl Chloride (PVCO) pressure pipe. Minimum pressure class shall be 150. The Manager may require a higher pressure class.

PVC pipe shall be in conformance with AWWA C900 and AWWA C905

PVCO pipe shall be in conformance with AWWA C909

8.6.2 JOINTS. Buried pipelines shall have mechanical or push-on joints in conformance with AWWA C111. Buried fittings and valves shall have mechanical joints in conformance with AWWA C111. Exposed piping,

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valves, and fittings, in vaults and manholes, shall have flanged joints in conformance with AWWA C115. Ductile iron joints shall be polyethylene encased in accordance with Section 8.6.14.

8.6.3 FITTINGS. Fittings for ductile iron or PVC pipe shall be in conformance with AWWA C110. Class designation shall be compatible with the pipe class designated for the project. A standard thickness cement mortar lining shall be applied in conformance with AWWA C104. All fittings shall receive a bituminous outside coating approximately one (1) mil thick. Ductile iron fittings shall be polyethylene encased in accordance with Section 8.6.14.

8.6.4 GATE VALVES. Gate valves in sizes four inches (4") to twelve inches (12") shall be of the iron body, non-rising bronze stem, and resilient-seated type conforming to AWWA standard C509 and the specific requirements outlined.

Gate valves shall provide zero leakage at working pressures up to two hundred (200) psi in either direction. Valves shall open left (counter-clockwise). Valves shall be furnished with a two-inch (2") square operating nut for buried locations, and with a hand wheel operator for exposed locations. End connections shall be furnished with all necessary joint materials. Valves shall have a full opening flow-way of equal diameter to the nominal size of the connecting pipe.

Coatings shall be in conformance with AWWA C550 and the following specific requirements. Internal ferrous metal surfaces shall be fully coated, holiday free, to a minimum thickness of four (4) mils. The coating shall be a two-part thermosetting epoxy suitable for field over coating and for touchup with the same coating material without special surface preparation or extreme heat. The supplier shall furnish detailed performance tests of adhesion, hardness and abrasion resistance of the furnished coatings. Coating shall have a successful record of performance in valves, pipe or other allied equipment, for a minimum of ten (10) years.

8.6.5 BUTTERFLY VALVES. Valves having a nominal diameter greater than twelve inches (12") shall be geared butterfly valves designed for direct burial and shall conform to AWWA specification C504, Class 150-B. Valves shall be of the tight closing rubber seat type with rubber seats that are bonded to the valve body. Metal to metal sealing surfaces shall not be permitted. Valves shall be bubble tight at one hundred fifty (150) psi rated pressure with flow in either direction. Valve discs shall rotate ninety degrees (90°) from the fully open position to the fully closed position. Coatings shall conform to standards specified above

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for gate valves. Valve bearings shall be sleeve-type corrosion-resistant, and self-lubricating with the load not to exceed twenty-five hundred (2500) psi.

Manual operators shall have worm gearing or traveling nut operating in a lubricating bath. The required maximum input force on a hand wheel or chain wheel shall be not more than eighty (80) pound pull to develop the required operator seating torque. Manual operators shall comply with AWWA C-504. Hand wheel operators in structures shall be furnished with a direct valve position indicator. Buried valves shall be rated for underground installation. Valves shall open left (counter-clockwise).

- 8.6.6 PRESSURE REDUCING/SUSTAINING VALVES (PRV/PSV).** PRV/PSVs shall maintain a constant downstream pressure regardless of fluctuations in demand. When the upstream pressure becomes equal to the spring setting of the pressure sustaining control, the valve shall throttle to maintain a constant inlet pressure. If the downstream pressure is greater than the upstream pressure, the valve shall close automatically to prevent return flow. The valve shall be equipped to provide for slow opening and closing by means of independent, field adjustable opening and closing speed controls.

Pressure reducing valves shall be Cla-Val 90-01 or approved equal. Pressure reducing/pressure sustaining valves shall be Cla-Val 92-01 with check feature or approved equal.

- 8.6.7 FIRE HYDRANTS.** Hydrants shall be the Manufacturer's latest design, manufactured and tested in compliance with AWWA C-502, "Dry Barrel Fire Hydrants". Fire hydrants shall be Waterous 5 1/4 Pacer, WB-67-250 Traffic Model, rated at two hundred fifty (250) psi or equivalent manufacturer's model. Hydrants shall include bronzed bushed shoe providing bronze to bronze seating for the main valve, complete with O-rings for sealing, and a bronze shaft coupling.

Hydrants shall be "Traffic" type with replaceable "Breakable" units six inches (6") above the ground line for minimizing repairs due to traffic damage.

The buried portion of the hydrant shall be given a bituminous coating in accordance with AWWA C-151. All ferrous metal parts shall be coated in accordance with AWWA C-550. Paint shall be manufacturer's standard of epoxy prime coat and two-part polyurethane top coat. Paint color shall be red, similar to Federal Color No. 31328

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Hydrants shall have a five and one-quarter inch (5¼") main valve opening with a six-inch (6") mechanical joint end. Each hydrant shall be equipped with a four and one-half inch (4½") pumper nozzle and with two, two and one-half inch (2½") hose nozzles with National Standard threads. Hydrant valve shall open counter clockwise from a standard operating nut. Hydrant bury shall be a minimum of five feet six inches (5'6") in areas without curb and gutter, and six feet (6') in areas with curb and gutter. Fire Hydrants shall be six inches (6") above final grade or back of sidewalk and have a distance of no less than three feet (3') in circumference clear of all obstructions around the fire hydrant. Longer hydrants shall be provided if required by specific grading conditions.

The hydrant manufacturer shall furnish an affidavit stating that all hydrants furnished comply with all applicable provisions of AWWA C-502 standards as modified or supplemented herein. A copy of the certification shall be forwarded to the District.

8.6.8 VALVE BOXES. The manufacturer of valve box components shall be experienced in the design and manufacture of valve boxes, and shall be regularly engaged in the manufacture of valve boxes. The manufacturer shall have produced valve boxes, which have given successful service for a period of at least five (5) years.

- Valve box parts shall be made of gray cast iron in compliance with the requirements of ASTM A48 or ASTM A126.
- Valve boxes shall be complete with bases and accessories.
- Valve box shall be of sufficient length to reach from the pipe to at least one inch (1") above the final ground elevation.
- Extension pieces shall be those recommended by the manufacturer.
- Valve boxes shall be the three-piece adjustable screw type. The valve box shall be Tyler six inch (6") 6960 with No. 160 oval base, Clay and Bailey six inch (6") No. P-108 with No. 160 large oval base, or approved equal.
- The operating nut depth shall not exceed five feet (5'). If the depth of the operating nut is to be deeper than five feet (5') then an extension shall be attached to the operating nut. The extension shall extend to be a minimum of eight inches (8") from finished grade.
- The operating nut shall be centered in the valve box and turn freely.

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- The word “WATER” shall be embossed with large letters across the lid for potable water installations only.

8.6.9 COMBINATION AIR RELEASE VALVES. Combination air release valves shall be designed to exhaust large volumes of air when the system is filled with water and to allow large volumes of air to enter the pipeline when the system is drained. The air and vacuum relief portion of the valve shall have a discharge orifice area, which is equal to or greater than the valve inlet. The valve shall also be capable of venting small quantities of entrained air, which typically accumulate at high points in the pipeline during system operation. Entrained air shall be vented under pressure by means of a small, independently controlled orifice. The combination air release valve shall be designed for a minimum working pressure of one hundred fifty (150) psi.

The combination air release valve body, cover and baffle shall be cast iron conforming to ASTM A48 or ASTM A126. The valve float shall be stainless steel conforming to ASTM A240. The float retainer, outlet orifice plug, float cushion retainer, restraining screws and internal lock nuts and washers shall be stainless steel conforming to ASTM A276. The float cushion and outlet orifice seat shall be high density polyethylene.

The combination air release valves shall be VENT-O-MAT RBX or approved equal.

8.6.10 BLOW-OFF ASSEMBLY. The standard blow-off shall be through a two inch (2”) ball valve with a two inch (2”) gate valve operating nut, box, piping and cover. All piping shall be threaded copper and valves shall be brass. Galvanized piping or fittings shall not be allowed. The blow-off pipe shall be no deeper than four inches (4”) from the top of the valve box. For valve box standards refer to Section 8.6.8 of these Rules and Regulations.

8.6.11 VAULTS. Vaults shall be pre-cast or cast-in-place concrete and shall be constructed in accordance with these Rules and Regulations. Pre-cast vaults shall be designed so that joints and corners are waterproof. Vaults shall be waterproofed after construction by use of sealants, epoxies, or other approved methods.

Vaults shall be designed to resist all lateral and vertical loads imposed. Vault roofs shall be designed to support the overhead fill, any surcharge and an H-20 traffic loading.

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- 8.6.12 SUMP PITS FOR VAULTS AND MANHOLES.** Gravel sumps shall be provided in all vaults. In areas where groundwater is anticipated, the gravel sump shall be replaced with a concrete sump to prevent entry of groundwater into the vault. In areas where groundwater is anticipated, the vault shall be designed with adequate safety features against floating. The Developer's engineer shall submit buoyancy calculations to the District's engineer for review and approval.

A gravity drain line or sump pump shall be provided when a concrete sump is utilized.

- 8.6.13 VENT PIPES.** Vent pipes shall be installed in all vaults and pits. Installations that contain electrical equipment shall have a blower attached to the vent system. Vent pipes shall be field located at the nearest intersection of the street property line and the side lot line.

Above ground vent pipe shall be six inch (6") nominal diameter galvanized steel pipe, Grade 40, conforming to A.S.T.M. Standard Designation A 53. The vent screen shall be a three-fourths inch (3/4") No. 9-11 flattened expanded galvanized metal screen. Below ground vent pipe shall be six inch (6"), scheduled 40 PVC with glued joints. A PVC glued joint by standard pipe thread female adapter shall be used to connect the steel pipe to the PVC pipe at ground level.

- 8.6.14 POLYETHYLENE ENCASEMENT MATERIAL.** Polyethylene encasement material shall conform to the most current AWWA C105.

Harness rods shall be covered by four inch (4") flat width polyethylene tubing. The entire joint shall be covered by a cigarette-wrap of forty-eight inch (48") wide polyethylene sheet material over each set of lugs. Irregular shaped valves and fittings shall be covered with flat forty-eight inch (48") wide polyethylene sheet material.

The polyethylene seams and overlaps shall be wrapped and held in place by means of two inch (2") wide plastic-backed adhesive tape. The tape shall be Polyken #900 (polyethylene), Scotchrap #50 (polyvinyl) or equal. The tape shall be such that the adhesive will bond securely to both metal surfaces and polyethylene film.

- 8.6.15 MECHANICAL JOINT RESTRAINTS.** Mechanical joint restraints shall be MEGALUG as manufactured by EBAA Iron Sales, Inc., or approved equal.

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- 8.6.16 BEDDING MATERIALS.** Bedding materials shall be in accordance with Article 21, of these Rules and Regulations.
- 8.6.17 CONCRETE.** Concrete shall conform to Article 22, Concrete Work, of these Rules and Regulations.

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ARTICLE 9. WATER DESIGN CRITERIA

9.1 GENERAL PROVISIONS.

9.1.1 GENERAL. Water distribution systems shall comply with the requirements of these Rules and Regulations for water main and service line construction and may include special criteria established by the District for the overall hydraulics of the water utility system. Special criteria shall be outlined at pre-design meetings scheduled, as determined necessary by the District.

9.2 DESIGN FLOW REQUIREMENTS. The design of the water distribution system shall be based on the following water demands:

UNIT WATER DEMANDS FOR FUTURE LAND USE

Land Type	Avg. Demand	Max. Day/ Avg. Day	Peak Hr./ Max Day
1.0 EQR	150 GPD	2.6	1.5
Park or other large irrigated area	2,750 GPD/Acre	1.7	4.0

Minimum fire flow shall be as noted below:

- Residential 1,500 GPM
- Multifamily/Apartment 3,000 GPM
- Industrial/Commercial 3,500 GPM

9.3 OPERATING PRESSURE REQUIREMENTS. All areas shall be designed to have a maximum static head of three hundred feet (300') [one hundred thirty (130) psi] and a minimum static head of one hundred feet (100') [forty-three (43) psi]. Distribution systems shall also be designed to maintain a twenty (20) psi residual pressure during a maximum day plus fire flow event, and a forty (40) psi residential residual during peak hour residential flows, as measured at the meter. The maximum pressure drop from static head to maximum day plus fire flow, or peak hour residential flow, shall not exceed thirty (30) psi.

9.4 FIRE HYDRANT LOCATIONS. All structures shall be located within four hundred feet (400') of a fire hydrant, as measured along an approved fire vehicle access, except as otherwise permitted or determined by the District.

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To the extent practicable, in residential areas, fire hydrants shall be spaced a maximum of five hundred feet (500') apart as measured along street curb line. Where blocks are over eight hundred (800) feet in length, intermediate hydrants shall be placed in the center of the blocks. A hydrant shall be placed in the end of each cul-de-sac over three hundred feet (300') in length. Fire hydrants shall be located on the northeast corner of intersections whenever possible.

In business areas, hydrants shall be spaced not more than four hundred feet (400') apart, except as otherwise permitted or determined by the District.

Fire hydrant locations and spacing shall be as approved by the District.

9.5 FIRE LINE TO NON-RESIDENTIAL AREA. The Property Owner shall maintain all fire lines from the curb stop. Where the curb stop is placed prior to the property line, the Property Owner shall maintain the fire line from the property line.. Valves on newly constructed fire lines shall be located on the tee at the main line. Fire lines shall be used exclusively for fire protection. Domestic water taps or irrigation taps shall not be allowed on a fire line.

9.6 DISTRIBUTION SYSTEM LAYOUT. Distribution mains and lateral lines shall be located as indicated on the approved plans. Minimum pipeline diameter shall be six inches (6") unless otherwise approved by the Manager in writing.

Dead ends shall be minimized by looping whenever possible. Lines at ends of long cul-de-sacs shall be looped along lot lines to adjacent streets. Dead ends shall be provided with a permanent blow-off or fire hydrant. Mains and laterals shall be extended to the boundaries of filings and completely across the frontage of individual lots.

9.7 VALVE SPACING. The maximum spacing for valves in all distribution mains and lateral lines shall be six hundred feet (600'). Intermediate valves shall be installed where blocks exceed six hundred feet (600') in length. Valves shall also be placed at each fire hydrant and permanent blow-off.

Four-way and three-way street intersections shall require four (4) and three (3) valves respectively, one located on each extended property line. For a succession of short blocks perpendicular to the direction of the distribution main, and without residential or commercial services between intersections, one of the mainline valves at an intersection may be omitted, provided the six hundred foot (600') maximum spacing requirement is maintained.

Valves shall be placed at each end of a line running through an easement on private property, on each side of a major creek or channel crossing, and on each side of a distribution line that provides service to a hospital, school or other large user as designated by the District.

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- 9.8 COMBINATION AIR VALVES.** Combination air valves shall be installed at each high point in all distribution mains and laterals. Combination air valves shall be installed in pre-cast manholes or vaults fitted with air vents open to the atmosphere. Air vents shall be screened.
- 9.9 BLOW-OFF ASSEMBLIES.** Provisions shall be included in the design to allow for the flushing of distribution mains and lateral lines at all low points in the system, at all dead ends, or at any point noted on the approved plans. A flushing hydrant shall be placed in the end of each cul-de-sac over three hundred feet (300') in length. The blow-off assembly shall be installed perpendicular to and on the downhill side of the main or line and shall drain to the nearest gutter line or drainage channel.
- 9.10 PIPE.** Pipe class shall be as required in Section 8.6.1.
- 9.11 HYDRAULIC DESIGN.** Distribution mains and lateral lines shall be designed using the Hazen-Williams friction coefficients and maximum head losses noted below. The given head losses shall apply at peak hourly flows.

Maximum Head Loss by Pipe Size

Pipe Size	Hazen-Williams Friction Coefficient	Max. Head Loss
4" - 12" PVC	C-150	2' per 1,000'
14" - 16" PVC	C-150	2' per 1,000'
20" PVC	C-150	1.5' per 1,000'
Over 20" PVC	As directed by the District	As directed by the District
Pipe material other than PVC	As directed by the District	As directed by the District

All pipes shall be designed to have a maximum velocity of ten feet (10') per second, at maximum day flow plus fire flow.

- 9.12 LOCATION OF WATER MAINS.** Water mains shall be located twelve feet (12') north or east of the centerline of the street unless otherwise approved by the District.

At street intersections, valves shall be located at extension of the property lines.

Fire hydrant gate valves shall be connected to the main with a swivel tee. Water mains shall extend to the boundary line of the property or subdivision served. A main serving one (1) lot shall extend across the entire frontage for that lot. Mains

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serving a subdivision shall extend to the center of boundary streets, to boundary lines or to the outside of paved areas as noted on the approved plans.

- 9.13 MINIMUM DEPTH.** All pipes shall be installed with a minimum of five feet (5') and a maximum of ten feet (10') of cover from finished grade of street to the top of the pipe.
- 9.14 CORROSION PROTECTION SYSTEMS.** Polyethylene wrap shall be used on all cast iron or ductile iron pipe, fittings, rods, and appurtenances per AWWA C-105. If soil resistivity is less than one thousand (1,000 ohm-cm), a corrosion protection system shall be designed by a corrosion engineer.
- 9.15 SERVICE CONNECTIONS.** Refer to Article 12, Water Service Lines of this section for service line requirements and specifications.
- 9.16 BOOSTER PUMPS.** Booster pumps installed for private use shall be the responsibility of the Property Owner. Booster pump installations shall be designed by a Licensed Engineer and the design shall be submitted to the District for approval by the District's engineer. A backflow prevention device with a minimum two-pipe diameter air gap shall be required for all booster pump installations.

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ARTICLE 10. WATER MAIN CONSTRUCTION

10.1 GENERAL PROVISIONS. All work shall conform to applicable portions of the most current AWWA C605, and to the pipe manufacturer's recommendations, or as modified in these Rules and Regulations.

10.2 PIPE INSTALLATION. The contractor shall provide proper equipment, tools and facilities required for convenient performance of the work. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench in such a manner as to prevent damage to pipe materials and to protect coatings and linings. Under no circumstances shall pipe or fittings be dropped or dumped into the trench; any pipe or fittings that are dumped shall be removed from the work site and shall not be used.

All pipe and fittings shall be carefully examined for cracks and other defects immediately before installation in final position. Defective pipe or fittings shall be tagged and removed from the job site within twenty-four (24) hours. All foreign matter or dirt shall be removed from the interior and ends of pipe and accessories before they are lowered into position in the trench.

Precautions shall be taken to prevent foreign material, including trench water, from entering the pipe. During construction, no debris, tools, clothing, gravel or other foreign materials shall be placed in the pipe. The contractor shall provide and maintain adequate equipment to properly remove and dispose of all water entering the trench or other part of the work. At times when pipe laying is not in progress, the open ends of pipe shall be closed by means of a water tight plug.

Cutting of pipe for inserting valves, fittings, or closures pieces shall be done in a neat and workman-like manner without damage to the pipe or lining. Cuts shall result in a smooth end, at right angles to the axis of the pipe. Pipe ends shall be smooth and beveled with a file or other tools according to the pipe manufacturer's recommendations.

Rubber gaskets shall be lubricated and installed according to the manufacturer's recommendation. Extreme care shall be used to keep joints clean during assembly.

Ductile iron pipe, fittings and appurtenances shall be protected with polyethylene film wrap per the most current AWWA standard C-105. Miscellaneous steel or other ferrous pipe for blow-offs, etc., shall be similarly protected.

After installation of the polyethylene protective wrap, pipe shall be secured in place by installation of bedding material, up to the spring line of the pipe.

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10.3 ALIGNMENT AND GRADE. Field survey parties under the supervision of a registered land surveyor shall determine alignment and grade of the pipe and the location of fittings, valves, and hydrants. The required minimum depth of cover between the top of the pipe barrel and the finished street grade shall be five feet (5'). The water main shall be laid to the required lines and grades with fittings, valves, and hydrants at the required locations.

10.4 THRUST BLOCKS. Thrust blocks shall be constructed at all bends and fittings which require support due to unbalanced line thrust, and which are not otherwise restrained. Care shall be taken not to block outlets or to cover bolts, nuts, clamps or other fittings or make them inaccessible. A bond breaker shall be placed between the pipe and the thrust block to aid in ease of future removal. Thrust blocks shall bear against undisturbed earth. Mechanical restraints shall be required to anchor the fittings to the main if a thrust block cannot bear against undisturbed earth. Formwork for thrust blocks and anchors shall be constructed using wood forms. Wood forms shall be removed before backfilling.

Newly placed thrust blocks shall be allowed to set, undisturbed, for a minimum of twenty-four (24) hours prior to backfilling, tamping or compacting.

10.5 MECHANICAL JOINT RESTRAINTS. Mechanical joint restraints shall be used at all bends and fittings where thrust blocks cannot be used due to existing field conditions or where mechanical joint restraints are specifically required. Mechanical joint restraints shall be installed at the following locations:

- Fire hydrants.
- Fire sprinkler connections.
- Domestic connection.
- Vertical bends.
- Vertical offsets.
- Where it is not feasible or possible to place concrete against undisturbed soil.
- Where the bearing capacity of the soil is not sufficient to provide adequate restraint.
- Harness rods may be used only when the use of thrust blocks or a mechanical joint restraint is not feasible. Harness rods shall be used only at locations shown on the District approved plans. The length of restrained pipe shall be calculated in accordance with the appropriate AWWA Manual for pipe material: M23 for PVC pipe and M41 for ductile iron pipe. Design calculations shall be approved by the District.

10.6 SETTING VALVES AND HYDRANTS. Immediately prior to the installation of a valve or hydrant, the valve or hydrant shall be carefully inspected; the interior

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shall be thoroughly cleaned; and the valve or hydrant shall be operated as many times as necessary to determine that all parts are in proper working order with the valve seating properly and the hydrant drain valve operating properly. Valves and hydrants shall be set plumb, in a vertical position and securely braced in place.

Each hydrant shall have a six inch (6") gate valve on the inlet line and shall be connected to the main by a six inch (6") ductile iron, polyethylene wrapped pipe. The gate valve shall be connected directly to a swivel tee installed in the main.

Hydrants shall be set six inches (6") above the established finished grade, with hose nozzles parallel to the curb or centerline of the street, and the pumper nozzle facing the curb or street. In areas with curb and gutters, the pumper nozzle shall be located at least six inches (6") behind the curb or sidewalk.

Valves shall be provided with valve boxes centered and plumb over the operating nut of the valve. The boxes shall be supported by the soils and isolated from the valve to prevent any shock or stress being transmitted to the valve. Valve boxes shall be maintained in position during backfilling. Valve box covers may be set to sub grade elevation to prevent damage during street construction, and adjusted to finished grade at the time of paving.

Hydrants shall be provided with a drainage pit with nine (9) square feet of surface area and two feet (2') of depth below the barrel of the inlet. Pits shall be backfilled with one and one-half inches (1½"), washed, crushed rock to a level six inches (6") above the barrel drain hole. A concrete thrust block shall be provided at the bowl of each hydrant and shall be placed so as to not obstruct the barrel drain hole. Hydrants and valves shall be backfilled to the ground surface as specified in Article 16 of these Rules and Regulations.

- 10.7 TEST STATIONS.** Underground pipeline test stations shall be installed at the locations shown on the approved plans.
- 10.8 PLUGGING OF DEAD ENDS.** Standard plugs or caps shall be installed at dead ends of all fittings and pipes, and adequate thrust blocks shall be provided.
- 10.9 FILLING AND VENTING THE LINE.** Only District personnel shall operate valves. Pipelines shall be slowly filled with water and all air expelled from the pipe. All hydrants, air and vacuum relief valves, and other vents shall be open during the filling of pipelines. Where hydrants or other permanent vents are not available in the line, the contractor shall install the required temporary vents. The rate of filling pipelines shall not exceed the venting capacity.
- 10.10 DISINFECTION AND FLUSHING MAINS.** Disinfection and flushing shall be performed in accordance with AWWA C651.

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The basic disinfection procedure for new water mains consists of:

1. Inspecting all materials to be used to ensure the integrity of the materials.
2. Preventing contaminating materials from entering the water main during storage, construction, or repair and noting potential contamination at the construction site.
3. Removing, by flushing or other means, those materials that may have entered the water main.
4. Chlorinating any residual contamination that may remain, and flushing the chlorinated water from the main.
5. Protecting the existing distribution system from backflow caused by hydrostatic pressure test and disinfection procedures.
6. Documenting that an adequate level of chlorine contacted each pipe to provide disinfection.
7. Determining the bacteriological quality by laboratory test after disinfection.
8. Final connection of the approved new water main to the active distribution system.

Place the calcium hypochlorite granules in the main during construction (optional), completely filling the main from a temporary, backflow-protected connection to the existing distribution system, or other approved supply source, flowing at a constant measured rate into the newly installed water main. The potable water shall be chlorinated so that after twenty-four (24) hours holding period in the main there will be a free chlorine residual of not less than ten (10) mg/L.

Following chlorination, the main shall be thoroughly flushed until the water runs clear with no chlorine residual in excess of that carried in the existing system, or four (4) mg/L. The contractor shall take the necessary precautions to prevent any chlorine solution or residual flow into existing water facilities or receiving waters and shall assume responsibility for any damages caused by heavily chlorinated water. Water mains shall not be placed in service or tapped until successful chlorination and bacteriological testing have been performed.

After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least twenty-four (24) hours apart, shall be collected from the new main. At least one set of samples shall be collected from every one thousand two hundred feet (1,200') of the new water main, plus one set from the end of the line and at least one set from each branch. All samples shall be tested for bacteriological quality in accordance with *Standard Methods for the Examination of Water and Wastewater*; and shall show the absence of coliform organisms. District personnel will take samples for bacteriological testing. If the test fails, the line shall be re-flushed and retested at the contractor's expense. If check samples also fail to produce acceptable results,

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the main shall be re-chlorinated until satisfactory results are obtained, at the contractor's expense. The District will require at least forty-eight (48) hours' notice for testing. No testing/sampling shall be conducted on Mondays or Fridays.

Disposal of flushing water, testing water, and disinfection water shall be performed in a manner to protect the environment and in conformance with local and state regulations and guidance documents. Water discharged from new water mains shall follow the BMPs and other criteria listed in the CDPHE document Low Risk Discharge Guidance: Discharges Of Potable Water.

10.11 DISINFECTION OF WATER STORAGE FACILITIES. Disinfection and flushing shall be performed in accordance with AWWA C652, "Standard for Disinfection of Water-Storage Facilities."

Water and chlorine shall be added to the storage facility in amounts such that the solution will initially contain 50 mg/L available chlorine and will fill approximately five percent (5%) of the total storage volume. This solution shall be held in the storage facility for a period of not less than six (6) hours. The storage facility shall then be filled to the overflow level by flowing potable water into the highly chlorinated water and held full for twenty-four (24) hours. Following this procedure, and subject to satisfactory bacteriological testing and acceptable aesthetic quality, the free chlorine residual in the storage facility shall be reduced to a concentration appropriate for distribution (not more than two (2) mg/L) by completely draining the storage facility and refilling with potable water, or by a combination of additional holding time and blending with potable water having a low chlorine concentration.

The actual volume of the fifty (50) mg/L chlorine solution shall be such that, after the solution is mixed with filling water and the storage facility is held full for twenty-four (24) hours, there will be a free-chlorine residual of not less than two (2) mg/L. Chlorine shall be added to the storage facility by one of the three following methods:

1. Liquid-Chlorine shall be introduced into the water filling the storage facility in such a way as to give a uniform chlorine concentration during the entire filling operation. Portable chlorination equipment shall be carefully operated and shall include a liquid chlorine cylinder, gas-flow chlorinator, chlorine ejector, safety equipment, and an appropriate solution tube to inject the high concentration chlorine solution into the filling water. The solution tube shall be inserted through an appropriate valve located on the inlet pipe and near the storage facility such that the chlorine solution will mix readily with the inflowing water.

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2. Sodium hypochlorite shall be added to the water entering the storage facility by means of a chemical-feed pump, or shall be applied by hand-pouring into the storage facility and allowing the inflowing water to provide the desired mixing.

When a chemical-feed pump is used, the concentrated chlorine solution shall be pumped through an appropriate solution tube so as to inject the high-concentration chlorine solution at a rate that will give a uniform chlorine concentration in the filling water.

When the sodium hypochlorite is poured into the storage facility, the filling of the storage facility shall begin immediately thereafter or as soon as any removed manhole covers can be closed.

3. Calcium hypochlorite granules or tablets broken or crushed to sizes not larger than one quarter of one inch ($\frac{1}{4}$ ") maximum dimension may be poured or carried into the storage facility through the cleanout or inspection manhole in the lower course or level of the storage facility, into the riser pipe of an elevated tank, or through the roof manhole. Before flowing water into the storage facility, the granules or tablet particles shall be placed inside. The granules or tablets shall be located so that the inflowing water will ensure a current of water circulating through the calcium hypochlorite, dissolving it during the filling operation. The calcium hypochlorite shall be placed only on dry surfaces unless adequate precautions are taken to provide ventilation or protective breathing equipment.

Bacteriological sampling and testing shall be performed after the chlorination procedure is completed and before the storage facility is placed in service, water from the full facility shall be sampled and tested for coliform organisms in accordance with CDPHE procedures and results shall be reported on CDPHE forms. Testing shall be in accordance with CDPHE Primary Drinking Water Regulations, 5 CCR 1003-1.

It is recommended during the disinfection operation that samples be taken from water inflowing to the storage facility to determine if coliforms are present in the typical potable water source.

If the test for coliform is negative, than the storage facility may be placed in service. If the test shows the presence of coliform bacteria, then the situation shall be evaluated by a qualified engineer. In any event, repeat samples shall be taken until two consecutive samples are negative, or the storage facility shall again be subjected to disinfection.

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Disposal of flushing water, testing water, and disinfection water shall be performed in a manner to protect the environment and in conformance with local and state regulations and guidance documents. Water discharged from new water mains shall follow the BMPs and other criteria listed in the CDPHE document, Low Risk Discharge Guidance: Discharges Of Potable Water.

- 10.12 LEAKAGE TESTING.** Pressure and leakage tests shall be conducted in accordance with AWWA C605. Test pressure shall be the greater of working pressure plus fifty (50) psi or one hundred fifty (150) pounds per square inch, measured at the high point of the section being tested. The maximum length of line to be tested shall be one thousand feet (1,000'). All joints in connections shall be watertight within tolerances set forth in AWWA C605. Any leakage that is discovered by observation or tests shall be located and corrected by the contractor. Pressure and leakage tests shall not be conducted until the line has been disinfected.
- 10.13 TRACE WIRE.** Trace wire shall be installed on all water main pipeline. Trace wire test stations are to be located at all blow offs, and fire hydrants. Wire shall be a minimum of 12 AWG. After installation there shall be a minimum of twelve inches (12") of slack wire available in the test box or valve box.
- 10.14 TRENCHING.** Trenching for water lines shall be separated horizontally at least ten feet (10') apart from adjoining water or sewer line trenches. Trenches shall remain open after taps are made until the District's operations personnel can inspect all installations. Water service lines shall be a minimum of five feet (5') deep. Common trenching is not allowed unless approved in writing by the District.

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ARTICLE 11. SANITARY SEWER DESIGN CRITERIA & CONSTRUCTION STANDARDS

11.1 GENERAL PROVISIONS. The District's wastewater collection system is for the disposal of water contaminated by biodegradable wastes. No person shall make connection of roof downspouts, exterior foundation drains, surface drains, sump pumps of groundwater, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to the District's wastewater collection system. In order to protect the wastewater collection system from damage, destruction, deterioration, misuse, or malfunction and to guard against health hazards and the creation of public nuisance, the following regulations shall apply relative to the discharge of sewage containing deleterious wastes.

A septic facility may not be utilized within the District's Service Area unless a waiver is obtained from the District.

11.2 TAPPING EXISTING SEWER MAINS. All sewer service lines will be connected to the main by an in-line manufactured WYE fitting or WYE saddle, in accordance with the requirements of Article 13.

11.3 TRENCHING, BACKFILLING, AND COMPACTING. Trenching, backfilling and compacting shall be performed in accordance with all applicable portions of Article 15, Site Work and Earthwork.

11.4 MATERIALS.

11.4.1 PIPE. Sanitary sewers shall be a minimum of eight inches (8") in diameter. Pipe material shall be one of the following:

- Cement mortar lined ductile iron in accordance with AWWA C104 and C151. Joints shall be push-on, flanged, or mechanical and in accordance with AWWA C110, C111, and C153.
- Polyvinyl Chloride (PVC) pipe in accordance with ASTM D3034 for four inch (4") through fifteen inch (15") and in accordance with ASTM F-679 for eighteen inch (18") through twenty-seven inch (27"). Joints shall be push-on in accordance with ASTM 3212 with a rubber gasket conforming to ASTM D3034. Solvent joints are not allowed.

11.4.2 MANHOLES. In areas where groundwater is anticipated, the gravel sump shall be replaced with a concrete sump to prevent entry of groundwater into the vault. In areas where groundwater is anticipated,

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the vault shall be designed with adequate safety features against floating.

11.4.3 CLEANOUTS. Cleanouts shall be required on all sanitary sewer lines and shall be located at a maximum interval of one hundred feet (100'), at any horizontal deflection greater than forty-five degrees (45°), or change in grade, as well as five feet (5') from any structure. Construction shall be such that no surface load will be transferred to the wye, 1/8 bend, riser pipe, or service line.

Cleanouts located in paved areas shall have traffic-rated covers. The District may require Property Owners to repair or relocate cleanouts on their property to limit excessive inflow and infiltration, or for any other reason in the District's discretion.

11.4.4 BEDDING MATERIALS. Bedding materials shall be in accordance with Section 16.6.1, Pipe Bedding Materials, of these Rules and Regulations.

11.4.5 CONCRETE. Concrete shall conform to Article 22, Concrete Work, of these Rules and Regulations.

11.5 DESIGN FLOW REQUIREMENTS. The design of the wastewater collection system shall be based on 200 gpd per 1.0 EQR. Engineering judgment should be used in estimating commercial and institutional flows. An alternate per square foot measure may be used with the District's approval. Recommended values are 0.1 gpd/SF for retail/office; 1.5 gpd/SF for restaurant use.

Peak Design Flow calculations shall multiply the estimated Average Day Flow by the Peaking Factor, and include an allowance for inflow and infiltration. The Peaking Factor shall be calculated as:

$$PF = 3.65 * [(ADF)^{-0.165}], \text{ with a maximum } PF = 5.0.$$

[ADF expressed in units of million gallons per day (MGD)]

11.6 INFLOW / INFILTRATION. Peak Day Flows shall also include a reasonable engineering estimation of infiltration and inflow, or 10% of Average Daily Flow.

11.7 COLLECTION SYSTEM. Metering stations to monitor wastewater flows may be required at major junctions in the collection system as determined by the District. Such metering stations shall consist of a vault and a measuring flume in the size and type as required by the District. The flume shall be accompanied by a non-contacting ultrasonic flow meter and all necessary appurtenances.

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- 11.8 MANHOLES.** Manholes shall be provided at all sanitary sewer junctions, at points of change in alignment, grade or pipe size, and at the upstream terminus of the main. Sanitary sewer lines shall be installed in straight alignments, both in line and grade, and not curved between manholes. Manholes shall not be located in areas that are subject to flooding and surface runoff.

The maximum spacing between manholes shall be four hundred feet (400') for lines fifteen inches (15") in diameter or less, and five hundred feet (500') for lines eighteen inches (18") and larger. Maximum change in pipe alignment shall not exceed ninety degrees.

Grade rings are permitted for final grade adjustment with a maximum of eighteen inches (18"). All manholes lids shall be depressed ¼" to ½" below any adjacent finished surface street.

Manholes for sanitary sewers up to eighteen inches (18") in diameter shall have an inside diameter of not less than four feet (4'). Manholes for sanitary sewers inches (18") to thirty-six inches (36") in diameter shall have an inside diameter of not less than five feet (5'). Manholes shall include a bench located above the flow lines of the structure.

The minimum drop for a straight-through manhole shall be 0.20 feet. The minimum drop for a manhole where there is a change of alignment of forty-five degrees or greater shall be 0.30 inches.

Manholes than contain a drop of twenty-four inches (24") or more shall be designated drop manholes. Drop manhole designs shall be approved by the District.

Manholes shall not include ladder rungs.

- 11.9 HYDRAULIC DESIGN.** All sanitary sewers shall be designed to convey the Peak Design Flow while flowing at no more than seventy-five percent of the full pipe flow capacity.

Computation of velocity of flow shall be based on a coefficient of roughness "n" in the Manning's Formula of 0.011 for PVC pipe.

Wastewater systems shall be designed to provide a minimum flow velocity of 2.0 feet per second at the Peak Design Flow, or less only with the approval of the District. The maximum flow velocity shall not exceed 10.0 feet per second.

Sanitary sewer sizes and design grades shall be within the following tolerances:

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Pipe Diameter	Minimum Grade	Maximum Grade
4" service	2.0%	--
6" service	2.0%	--
8"	0.40%	7.5%
10"	0.25%	5.5%
12"	0.22%	4.5%
15"	0.15%	3.5%
18"	0.11%	2.5%
21"	0.09%	2.0%
24" or larger	0.08%	1.8%

All changes in pipe size shall occur at manholes.

11.10 LOCATION OF SEWER MAINS. All sanitary sewers shall be located in streets right-of-way or dedicated easements. Under no circumstances shall sanitary sewers be installed parallel to and directly below any concrete, including sidewalks, curb and gutter, or trails, or be located within five feet (5') of a concrete gutter pan. Sanitary sewers shall be located near the center of the south or west lane of a public roadway wherever possible. Manholes shall not be located in vehicle wheel paths.

Sanitary sewers shall be laid with a minimum separation of ten feet (10') edge-to-edge from all water lines. A minimum ten foot (10') separation (centerline-to-centerline) shall be maintained from all other utilities where possible.

All sanitary sewers shall have a minimum of eighteen inches (18") vertical separation from water or storm sewer crossings. Where possible, water lines shall cross above sanitary sewer lines. Sewer lines crossing above water lines shall be encased in a minimum six inches (6") of concrete ten feet (10') on each side of crossing. Details of all utility crossings may be requested in the District's discretion.

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- 11.11 MINIMUM DEPTH.** All pipes shall be installed with a minimum of five feet (5') and a maximum of sixteen feet (16') of cover from finished grade of street to the top of the pipe.

When a sanitary sewer passes under a state roadway, an arterial or collector roadway as defined by the District or Saguache County, a railroad, waterway, drainageway, or irrigation ditch the main shall be encased within bored steel casing pipe. The carrier pipe shall be sleeved, sealed, and fully restrained within the casing pipe, and shall have a minimum of five feet (5') of cover above the casing pipe. Casing pipe shall be smooth-walled, non-coated pipe of welded steel construction conforming to AWWA C200, and shall be seamless or straight seam steel pipe with a minimum yield strength of 35,000 psi.

- 11.12 PIPE INSTALLATION.** The contractor shall provide proper equipment, tools and facilities required for convenient performance of the work. All pipe and fittings shall be carefully lowered into the trench in such a manner as to prevent damage to pipe materials and to protect coatings and linings. Under no circumstances shall pipe or fittings be dropped or dumped into the trench; any pipe or fittings that are dumped shall be removed from the work site and shall not be used. Pipe installation shall be generally in conformance with the requirements of Section 10.2 for the installation of water mains.

- 11.13 TRACE WIRE.** Trace wire shall be installed on all plastic sanitary sewer pipeline. Trace wire test stations are to be located at manholes. After installation, there shall be a minimum of twelve inches (12") of slack wire available at ground surface. Wire shall be a minimum of 12 AWG.

- 11.14 TRENCHING.** Trenching for sewer lines shall be separated horizontally at least ten feet (10') apart from adjoining water or sewer line trenches. Trenches shall remain open after taps are made until the District's operations personnel can inspect all installations. Common trenching is not allowed unless approved in writing by the District.

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ARTICLE 12. SERVICE LINES

12.1 GENERAL PROVISIONS

- 12.1.1 GENERAL.** A Water & Sewer Hook-up/Availability of Service Permit is required before any digging can take place.

Purchase of a Water & Sewer Hook-up/Availability of Service Permit obligates the Developer to strictly adhere to all of the District's Rules and Regulations that pertain to water service line connections. Exceptions to the District's Rules and Regulations may be made only upon application in writing to the Manager.

Jumpers are not allowed in this District. Water use is prohibited without the use of a meter or without prior written permission from the District. If this provision is violated, the Property Owner of the offending service shall be immediately assessed a fine per incident as set forth in the District's Schedule of Fees and Charges as set forth in Appendix A.

Reminders:

- A Water & Sewer Hook-up/Availability of Service Permit is required before any digging or excavation of any kind commences.
- If at any time a problem or questions occur, please be sure to contact the District for instructions before proceeding with a connection.
- Any variances from the provisions of these Rules and Regulations must be requested in writing and approved by the District.

12.2 GENERAL REQUIREMENTS

- 12.2.1 WATER SERVICE SIZE.** Water services shall be adequately sized to meet the requirements of the facility being served. The minimum size water service shall be three-quarters of an inch (3/4").

The service line and meter shall be sized according to AWWA manual M22: "Sizing Water Service Lines & Meters" and shall be approved by the District on the basis of:

- Number of units serviced.
- Number of fixtures.

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- Length of service line.
- Total GPM required.
- Annual consumptive demand.

The District may require the installation of a meter a size smaller than the service pipe in cases where the full capacity of a previously used service pipe is not required.

Service lines shall be of the same type material from beginning to end, unless the appropriate insulator is installed at the junctions of dissimilar metals and unless approved by the District.

Service lines shall be the same size as the corporation stop unless written permission is given by the District.

12.2.2 WATER SERVICE LINE LOCATIONS. District approval of service line locations is required for all services. Water service lines at the curb stop shall be no deeper than six feet (6'). Water service lines shall be a minimum of two feet (2') from the property line. If any portion of the service line is to be located under a hard surface, such as driveway, then the service line will be sleeved in SDR-35 pipe, or if joint trenching is approved by the District.

12.2.3 METERS. Meters will be furnished and installed by the District. The District will furnish the meter and remote reader for all services. The District will furnish and install all materials from the main to the pressure regulator, including the corporation stop, curb stop, meter, pressure regulator, meter box, curb box, and any associated valves. The charge for District furnished meters is set forth in the District's current Schedule of Fees and Charges as shown in Appendix A.

Water meters shall be set when the Property Owner requests water for the structure. Meter installation shall be requested from the District at least seven (7) days in advance. The District only provides meter sets Tuesday through Thursday, excluding holidays. If the meter cannot be installed due to improper preparation, a fee shall be assessed for each return for installation as set forth in the District's Schedule of Fees and Charges. If the building is occupied prior to a meter set, a fine shall be assessed as set forth in the District's Schedule of Fees and Charges. Meter sets in cold months must have a heat source available.

The District will supply the water meter, which is paid for when the fee for the Water & Sewer Hook-up/Availability of Service Permit is

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collected. The District may, in its discretion, agree to maintain meters at the Property Owner's expense. Once installed, meters are owned by the Property Owner, and the Property Owner shall be solely responsible for all costs of maintenance, repair, and replacement.

It is the Property Owner's responsibility to insure that the water billing address is correct and bills are paid promptly. The Property Owner shall notify the District of any change of ownership or of any change of billing responsibility.

12.2.4 LOCATION OF METERS AND REMOTE READOUTS. Meters for all residential services in the District shall be installed in a meter pit and shall not be located within the structure. Meters for commercial services shall not be located within a structure unless approved by the District in advance. Remote readouts shall be mounted in an approved location. All meter set and remote readouts locations will be approved by the District and will not be covered in any way at anytime as to allow the District total access for repairs.

12.2.5 METER SIZE. The service line shall be the same size from the corporation stop to the curb stop. Meters shall be of the same size as the corporation stop. The service line shall be one material from the corporation stop to the curb stop and the same material from the curb stop to the meter.

Meters in sizes three inches through six inches (3" - 6"), regardless of type of installation, shall be compound type meters. Compound meters shall consist of two (2) meters, one (1) to measure small flows and the other to measure large flows. The two (2) meters may be assembled in one (1) case or in separate cases coupled together.

A bypass line shall be required for all meters one and one-half inch (1½") and larger. Bypass lines shall contain an independent control valve and shall contain no tees, plugs, or other outlets through which water could be withdrawn.

12.2.6 CURB STOPS. Curb stops shall be installed on all service lines to provide a means to shut off the service line. The curb stop and stop box shall be located as shown on the standard details. Curb stops shall be buried a minimum of six feet (6') and a maximum of six feet six inches (6'6"). The curb stop box shall be a minimum of two inches (2") and a maximum of four inches (4") above final grade or back of sidewalk.

12.2.7 PRESSURE REGULATORS. A pressure regulator, adjustable from twenty-five to seventy-five (25-75) psi, shall be installed on all service

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lines in which normal operating pressure exceeds fifty (50) psi. For existing services with inside meter settings, the pressure regulator shall be installed between the meter yoke and downstream valve. For services with outside meter settings, the regulator shall be located in a meter pit. For meters larger than one inch (1”), the pressure regulator shall be installed as approved by the District.

- 12.2.8 PRESSURE BOOSTER SYSTEMS.** In locations where the District’s water distribution system is not capable of providing a static pressure at the meter of at least forty-three (43) psi, the District may permit the private installation of pressure booster systems. The Property Owner shall be responsible for the operation and maintenance of the pressure booster system, including all costs associated therewith. Booster systems will be sized to provide adequate flow and will generally consist of a booster pump and a pressure tank. The District shall approve booster systems prior to installation in accordance with the provisions of Section 9.16. Generally, booster systems will not be allowed when the service pipeline can be at sufficient size to not impact pressure and flow.

In lieu of a pressure booster system, the District may require installation of a pipeline from a higher pressure zone to serve houses with pressure less than forty-three (43) psi.

- 12.2.9 SERVICE LINE STUB-INS.** Service line stub-ins shall extend behind any other utilities, such as gas and electric lines. Water services shall be in a separate trench and shall be a minimum of ten feet (10’) from sewer service lines. Water service lines shall be a minimum of eighteen inches (18”) above any sanitary sewer crossing.

- 12.2.10 WATER SERVICE LINE TAPS.** All taps shall be made by the District. A curb stop shall be installed at least two feet (2’) inside the property line and two feet (2’) off the property line.

- 12.2.11 SANITARY SEWER SERVICE.** Sanitary sewer services shall be a minimum of four inches (4”) in diameter. All structures shall be served by a separate, independent sanitary sewer service line unless otherwise approved in advance by the District.

Sanitary sewer service lines shall be connected to the main a minimum of five feet (5’) clear distance from manhole walls. No direct connections of service lines to manholes shall be permitted. Service lines shall be installed a minimum of three feet (3’) from the side property line.

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Sanitary sewer service stub-outs shall extend a minimum of fifteen feet (15') beyond the sidewalk, or where no sidewalk is to be installed, a minimum of one foot (1') beyond the property line. The stubouts shall be plugged and the end marked with a green-painted T-post installed in the ground directly above the location of the plugged end.

12.3 LIABILITIES OF PROPERTY OWNER.

12.3.1 WATER SERVICE LINES. The Property Owner shall own and be liable for any and all damage resulting from the freezing, breakage, leak or other failure of any water improvements installed beyond the curb stop, including meters, and into the residence, building or other structure. In the event that such water improvements between the curb stop and the structure require repairs, replacement or removal, such work shall be the responsibility of the Property Owner and the Property Owner shall bear all costs associated therewith.

12.3.2 SEWER SERVICE LINES. The Property Owner shall own and be responsible for maintaining the entire length of the sewer service line regardless of whether such service line is located on the Property Owners's property or in public right-of-way. Excess infiltration leaks or breaks in the service lines shall be repaired by the Property Owner within seventy-two (72) hours from the time of notification of such condition by the District, or the Property Owner's discovery of such condition. If satisfactory progress toward repairing the leak has not been made by the time specified, the District shall have the authority to repair, or have repaired, the service line and the Developer shall be responsible for all resulting costs. The District shall be entitled to all remedies permitted under these Rules and Regulations to secure the payment of such repair costs.

12.4 WASTEWATER SERVICE LINE BACKUPS. The District will be responsible for wastewater flows and any backups that may occur in sewer main lines. The Property Owner shall remain solely responsible for any back-ups that may occur on service line. The District shall not be responsible for incidental damage, including property damage, as a result of wastewater service line backups. The Property Owner shall also be responsible for any maintenance, repairs, or replacement of wastewater service lines.

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ARTICLE 13. SERVICE LINE EQUIPMENT AND MATERIALS

- 13.1 WATER SERVICE LINE PIPE AND FITTINGS.** Water service lines shall be seamless copper tube (Type K, soft) or polyethylene pipe.

Pipe fittings for “K” copper service lines shall be all brass construction in accordance with AWWA C-800. Fittings used inside a building or a meter vault [two inch (2”) meter and larger] may be of the sweat copper type

Polyethylene pipe for service lines up to two inches (2”) shall be CenCore HDPE flexible pipe, rated for 200 psi, and meet ASTM D2737.

- 13.2 CORPORATION STOPS.** Corporation Stops shall be manufactured in accordance with AWWA C800, with AWWA taper thread on the inlet side.

The corporation stop shall be Mueller B-25008 or approved equal. All corporation stops will have a dielectric coupler installed to isolate the copper from the corporation stop. In all service line installations, the corporation stop shall be insulated from the copper service line.

After tapping, the corporation stop and the service line shall be wrapped in polyethylene extending from the main line eighteen inches (18”) up the service line in accordance with AWWA C105.

- 13.3 CURB STOPS.** Curb stops/ball valves shall have a body constructed of 85-5-5 waterworks brass with flared outlets. Styles shall be Mueller B-25209, or approved equal.

- 13.4 CURB STOP BOXES.** Curb stop boxes shall be arch pattern base, which do not permit the transfer of loading onto the curb stop valve. Curb boxes shall be constructed of cast iron and steel, as manufactured by The Mueller Company, style H10314, or approved equal.

- 13.5 PRESSURE REGULATORS.** The regulator shall be a Wilkins ¾” Model 70DM or approved equal. If the property falls into a high-pressure zone, a high-pressure zone meter installation will be required.

- 13.6 METER COUPLINGS.** Meters one and one-half inches (1½”) and larger shall be provided with a coupling to allow for the removal of the meter without disturbing the pipe. Couplings shall be Mueller H-15403 or approved equal.

- 13.7 METER SETTERS.** Meter setters shall be of an all copper and brass construction and shall have a positive 1/4 turn shut-off valve on the inlet side of the setter with padlock wings. Existing vertical meter settings for inside-house

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installation shall be as approved by the District.. Horizontal meter settings for outside-house (meter pit) installation shall be manufactured by Mueller.

The water meter setting shall provide a continuous, electrically conductive path around the water meter. If a bonding jumper is required, it shall be made of copper with fittings suitable for the bonding jumper and the water pipe material. The meter setting installation shall be in compliance with the NEC, Articles 100 and 250.

- 13.8 VALVES FOR USE WITH METERS.** Gate or ball valves three inches (3") and smaller to be used with copper service pipe shall be brass, with non-rising stems and solid wedge disc. Gate valves shall meet the requirements of AWWA Standard C800. Valves shall be approved by the District.

Valves larger than three inches (3") for use with ductile iron service pipe shall be gate valves conforming to Section 8.6.4 of these Rules and Regulations.

- 13.9 TAPPING SADDLES.** Tapping saddles being used shall be Mueller.

- 13.10 METER PITS AND COVERS.** Meter pits for meters shall be a 15" x 72" precast concrete vault.

Meter pit covers shall be airtight with a double cover. The meter pit cover shall have a cast iron, cap type, top lid. The body of the meter pit cover shall be cast iron or aluminum. Aluminum shall have a polymer coating such as an epoxy. Meter pit covers shall be Ford Model W3 or approved equal. Meter pits shall be two to four inches (2" - 4") above final grade.

- 13.11 COMPOUND METERS.** Compound meters shall conform to Denver Water Board Specifications Section MS-17.

Specifications shall be furnished upon request for meters larger than six inches (6") or for installations where the service requirements require a meter other than the type specified above.

- 13.12 METER CHECK VALVES.** Check valves shall be required for all meters one and one-half inches (1½") and larger. Reduced pressure principle backflow preventers may be required where conditions exist that could cause a flow of water from the property to the main.

- 13.13 SERVICE LINE EXTENSION.**

13.13.1 EXCAVATION, BEDDING AND BACKFILL. Excavation, bedding and backfill shall be performed in accordance with Article 16 of these Rules and Regulations.

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13.13.2 SERVICE LINE TAPS. Tapping shall be performed after the water main has passed pressure and bacteriological tests. The District shall perform all tapping.

Service line taps shall be made under full line pressure. Taps shall be made in the upper half of the main at the ten o'clock and two o'clock positions. The tap shall be made on the same side of the main as the water meter.

Service taps shall have a minimum separation of eighteen inches (18") and shall be no closer than eighteen inches (18") to a coupling or bell. After the tap has been completed, polyethylene wrap and the bedding shall be repaired or replaced. Upon completion of all service taps, a visual inspection shall be made by the District to check for leakage. If any leakage exists which cannot be corrected by tightening the corporation stop, upon approval by the District, a repair saddle may be used.

No partial inspections for water service will be permitted without prior approval to the excavation by the District.

13.13.3 OUTSIDE METER SETTINGS WITH REMOTE READOUTS. Outside meters shall be installed in a horizontal position and housed in a concrete manhole or vault. Remote readouts shall be located in an approved location.

13.14 SANITARY SEWER SERVICE LINE PIPE AND FITTINGS. All sewer service lines will be connected to the main by an in-line manufactured WYE fitting or WYE saddle. Clean-outs are required at the connection where the sewer service leaves the structure, every one hundred feet (100'), and at each change of direction exceeding one hundred thirty five degrees (135°). Clean-out must extend to the surface grade and be Cast Iron or PVC of not less than schedule 40 grade. Sewer service lines must be a SDR 35 PVC line or approved equal. (PVC, PSM, SDR 35, ASTM D 3034,. All fittings used must be UPC or IAPMO stamped and approved. PVC solvent cement must meet ASTM designation D2564. All pipe and fittings must be installed in positions that allow inspection of all markings and identifications. Service lines shall be of the same type material from beginning to end unless approved by the District.

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ARTICLE 14. PUMPING FACILITIES

14.1 GENERAL PROVISIONS. In locations where the District's water distribution system is not capable of providing adequate water pressure to a development area, the District may require the construction of a pumping facility in order to provide proper service. The District may not approve the installation of a pumping facility where, in the opinion of the District, such an installation would have an adverse effect on the operation, or future operation, of the District's water system. The Developer shall provide the District with a set of design calculations and blue-line drawings for review and acceptance by the District. Drawings shall conform to Article 6 of these Rules and Regulations.

The pumping facility shall satisfy all requirements of the CDPHE and of these Rules and Regulations. The Developer shall prepare a set of "as built" drawings of the pumping facility in accordance with Article 6. Upon completion of the pumping facility, the contractor shall also provide the District with two (2) paper copies and one (1) electronic copy of an "Operation & Maintenance Manual" for the facility.

14.2 DESIGN CRITERIA FOR WATER PUMPING FACILITIES

14.2.1 GENERAL. The District will establish specific design criteria for water pumping facilities on a case-by-case basis. Prior to commencing design, the Developer and his/her engineer shall meet with the District to develop design criteria for the project.

14.2.2 PUMPS AND PUMP STATION. Pump stations shall have a minimum of two (2) pumps and shall be capable of pumping the peak design flow with one pump out of service. All pumping equipment of the same size shall be manufactured and supplied by the same company.

The station shall be sized to accommodate all pumps, electrical equipment and controls required to operate the facility. The station shall be lighted, heated and well ventilated, and if required shall be designed for easy expansion. The architectural finish of the station shall blend with that of the surrounding architecture.

A standby diesel generator, capable of operating the entire station for a minimum of four (4) hours, shall be provided and shall be located outside of the building in an all weather enclosure. Aesthetic considerations such as a six-foot (6') privacy fence shall be provided and approved by the District. The generator shall not be louder than seventy (70) dBA at a distance of thirty feet (30') or the closest building (excluding the pump station), whichever is more restrictive.

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- 14.2.3 CONTROLS AND TELEMETRY.** Pump operation shall feature automatic sequencing of the pump operation to balance pump wear.

A telemetry system shall be incorporated at the pump station into the system for control monitoring and reporting. The system shall be capable of differentiating between varieties of emergency conditions including high and low pressures, pump failures and power failure. The telemetry system shall be compatible with the District's system and will be reviewed and accepted by the District prior to installation.

- 14.2.4 SITE IMPROVEMENTS.** Fencing and security shall be as determined by the District. Upon completion of the pump station construction, all disturbed areas within the site shall be fertilized, seeded, and mulched in accordance with Section 21.7 of these Rules and Regulations. Depending on site location, additional landscaping improvements may be required by the District.

14.3 DESIGN CRITERIA FOR SEWAGE LIFT STATIONS & FORCE MAINS.

- 14.3.1 GENERAL.** New lift stations are discouraged and shall only be allowed in those locations where there is no feasible way to service the area by the extension of the District's existing gravity wastewater collection system. Specific design criteria will be specified at a mandatory pre-design meeting, provided however that all designs for wastewater facilities shall conform to the requirements of CDPHE's *Design Criteria Considered in the Review of Wastewater Treatment Facilities* and any other standards as applicable. The Developer/contractor shall be responsible for obtaining all applicable local, state, and federal approvals, including but not limited to CDPHE site application and design review.

- 14.3.2 MINIMUM CRITERIA.** Lift stations shall include a wet well sized to reduce pump cycling and the settling of solids from flows. Wet well capacity shall provide a holding period not to exceed thirty (30) minutes for the design minimum flow, and for a holding period of at least five (5) minutes at the peak design flow. Wet well walls shall include a corrosion protection system that completely covers all interior surfaces. Where high groundwater conditions are anticipated, buoyancy of the lift station must be accounted for.

Lift stations shall be equipped with instrumentation and SCADA equipment to collect and transmit data. SCADA and telemetry equipment shall be compatible with existing District equipment and approved by the District prior to installation. Devices shall be included

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for measuring, recording, and totalizing sewage influent and effluent flow.

Backup electrical power shall be provided by a diesel generator with an automatic transfer switch in an all weather enclosure to insure that all lift station components can operate. Fuel storage shall provide a minimum of eight hours of generator operation at full load. The generator shall be located outside of the building in an all weather enclosure. Aesthetic considerations such as a six-foot (6') privacy fence shall be provided and approved by the District. The generator shall not be louder than seventy (70) dBa at a distance of thirty feet (30') or the closest building (excluding the pump station), whichever is more restrictive.

An emergency overflow basin shall be provided to accommodate a minimum of twelve (12) hours of storage at the Average Daily Flow. The overflow basin shall be designed to allow for complete draining by gravity or by means of a permanently installed submersible pumps following an overflow event. The design shall include a bypass from the wet well to the overflow to allow for periodic draining of the wet well for maintenance purposes.

14.3.3 PUMP CRITERIA. Depending on circumstances, the District may permit either self-priming suction lift pumps, or a wet well/dry well configuration using submersible pumps in the dry well. Submersible pumps in the wet well will be reviewed and considered by the District on a case by case basis. Lift stations handling raw wastewater shall include a grinder or macerator upstream of the pumps to prevent clogging damage.

Primary and secondary level control equipment for the operation of the pumps shall be included. Primary level control shall be by a bubbler system with an ultrasonic system as a secondary backup. The lift station shall be programmed for multiple pump units to alternate sequentially. The lift station shall be designed so that the number of motor starts per hour does not exceed ten (10).

If only two (2) pumps are provided, equal capacity is required for each unit and each shall be capable of pumping the peak design flow. A third identical pump shall be provided for replacement in the case of a failure. In three (3) pumps are installed, they shall be sized to meet the peak design flow with any one (1) of the pumps out of service. Provisions shall be made for the removal of pumps for maintenance, repair, and replacement.

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14.3.4 FORCE MAINS. Force main materials shall meet the District's requirements for the construction of potable water mains, including materials (PVC), joint restraints, and thrust blocking. Force mains shall be a minimum of four inches (4") in diameter. At the design pumping rate, flow velocities in force mains shall be at least three (3) feet per second, but shall not exceed seven (7) feet per second. Isolation valves shall be installed at intervals no greater than fifteen hundred feet (1,500') along force mains, and shall be full-port plug valves.

Shutoff and check valves shall be placed on the discharge line of each pump. Shutoff valves shall be full flow, gear-operated plug valves, with indicator and hand wheel. The check valve shall be located between the shutoff valve and the pump.

Combination air release and air/vacuum valves shall be located at force main high points, on pump discharge lines as close as possible to the check valve, and between isolation valves. Air valves shall be contained in a vault and vented above ground. A manually controlled isolation valve shall be installed between the force main and air valve.

If required by the District, pig launching and retrieval stations shall be incorporated into the force main design. Specific design criteria for pig launching and retrieval stations shall be coordinated with the District, but shall include manholes or vaults at both the launching and retrieval point and a means for conveniently removing dislodged material from the force main.

Force mains shall transition into the gravity wastewater system at a dedicated manhole.

14.4 SCADA. All pumping facilities shall include controls and instrumentation compatible with the District's existing SCADA system. Facility monitoring and control functions required of new facilities shall be coordinated with the District's operator prior to design.

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ARTICLE 15. WASTEWATER

15.1 GENERAL PROVISIONS. Pursuant to its Service Plan, the District may provide wastewater service to its Property Owner. Any Property Owner, the sewage from which directly or indirectly enters the wastewater system of the District from an area within or without the boundaries of the District, shall be subject to the requirements of this Article and shall be bound by these Rules and Regulations as they now exist or may hereafter be amended. Such Rules and Regulations may be enforced against any Property Owner.

15.2 GENERAL DISCHARGE PROHIBITIONS. No Property Owner shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the District's system. These general prohibitions apply to all such Property Owners using the system whether or not the user is subject to national categorical pretreatment standards or any other national, State, District, or local pretreatment standards or requirements. A Property Owner may not discharge any of the sewage, water, substances, materials, or wastes listed in Sections 15.3, 15.4, and 15.5 of these Rules and Regulations.

15.3 GREASE, OIL, AND SAND INTERCEPTORS. Grease, oil or sand interceptors shall be provided and installed at the sole cost and expense of the Property Owner when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing greases, oil, etc., in excessive amounts, or any flammable wastes, sand or other harmful ingredient. All interceptors shall be located as to be readily available and accessible for cleaning and inspection. Commercial interceptor installations shall be accessible through a meter or manhole pit, or through an equivalent District approved means of access. Grease, oil or sand interceptors shall be in an accessible location for maintenance and inspection and shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. Interceptors shall be watertight, and, if necessary, as determined by the District, gastight and vented.

Where installed, all grease, oil or sand interceptors shall be maintained by the Property Owner at its sole cost and expense, in continually efficient operation at all times. The District requires a monthly or periodic cleaning and pumping of any grease, oil or sand interceptors as directed by the General Manager. The District shall make annual inspections of grease, oil or sand interceptors and in the event the Property Owner is in violation of these requirements, the Property Owner shall be liable for payment of a penalty in an amount as set forth in Appendix A for the violation of these Rules and Regulations. The cost of the District's inspections shall be levied as set forth in Appendix A and, in addition, shall include all other costs incurred by the District in inspecting the interceptor.

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15.4 REQUIREMENTS REGARDING DELETERIOUS WASTES. None of the following described sewage, water, substances, materials or waste shall be discharged into the District's wastewater system:

- Sewage of such a nature and delivered at such a rate as to impair the hydraulic capacity of the District's wastewater system, normal and reasonable wear and usage excepted.
- Sewage of such a quantity, quality, or other nature as to impair the strength or the durability of the sewer structures, equipment or treatment works, either by chemical or by mechanical action.
- Sewage having a flash point lower than 187°F, as determined by the test methods specified in 40 CFR §261.21.
- Any radioactive substance, the discharge of which, does not comply with Article 4.35 of the Colorado Rules and Regulations pertaining to Radiation Control (Volume 6 of the Code of Colorado Regulations, 6 CCR 1007-1, Part 4, *et seq.*).
- Any garbage other than that received directly into the sewer system from domestic and commercial garbage grinders in dwellings, restaurants, hotels, stores, and institutions, by which such garbage has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.
- Any night soil or septic tank pumpage, except by permit in writing from the District at such points and under such conditions as the District may stipulate in each permit.
- Sludge or other material from sewage or industrial waste treatment plants or from water treatment plants, except such sludge or other material, the discharge of which to the District wastewater system shall be governed by the provisions of these Rules and Regulations or any connection permit, agreement, or as otherwise authorized by the District.
- Water which has been used for cooling or heat transfer purposes without recirculation, discharged from any system of condensation, air conditioning, refrigeration, or similar use.
- Water accumulated in excavations or accumulated as the result of grading, water taken from the ground by well points, or any other drainage associated with construction.

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- Any water or wastes containing grease or oil and other substances that will solidify or become discernibly viscous at temperatures between 32°F and 150°F except by permit in writing from the District at such points and under such conditions as the District may stipulate in each permit.
- Any wastes that contain a corrosive, noxious, or malodorous material or substance which, either singly or by reaction with other wastes, is capable of causing damage to the District's wastewater system or to any part thereof, of creating a public nuisance or hazard, or of preventing entry into the sewers for maintenance and repair.
- Any wastes that contain concentrated dye wastes or other wastes that are either highly colored or could become highly colored by reacting with any other wastes, except by permission of the District.
- Any wastes which are unusual in composition; i.e., contain an extremely large amount of suspended solids or BOD; are high in dissolved solids such as sodium chloride, calcium chloride, or sodium sulfate; contain substances conducive to creating tastes or odors in drinking water supplies; otherwise make such waters unpalatable even after conventional water purification treatment; or are in any other way extremely unusual unless the District determines that such wastes may be admitted to the District wastewater system or shall be modified or treated before being so admitted.
- Any substance which may cause the District's effluent or any other product of the District such as residues, sludges or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the wastewater system cause the District to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Article 405 of the Clean Water Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
- Any substance which may cause the District to violate its National Pollutant Discharge Elimination System (NPDES) Permit or the receiving water quality standards.

15.5 PROHIBITED DISCHARGES. None of the following described sewage, water, substances, materials, or wastes shall be discharged into the District's wastewater system or into the sewer system by any Property Owner:

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- Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the District's wastewater system, the sewer system of any other service provider or any of its connectors, or to the operation of the District. At no time shall any reading on an explosion hazard meter, at the point of discharge into the District's wastewater system or at any point in the wastewater systems, or at any monitoring location designated by the District in a wastewater contribution permit, be more than ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
- Any solid or viscous material which could cause an obstruction to flow in the sewers or in any way could interfere with the treatment process, including as examples of such materials but without limiting the generality of the foregoing, significant proportions of ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, beer and distillery slops, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing bulk solids, snow, ice, and all other solid objects, material, refuse, and debris not normally contained in sanitary sewage.
- Any wastewater having a pH less than 6.0 or greater than 9.0 for discharges into the District's wastewater system, or wastewater having any other corrosive property capable of causing damage or hazard to any part of the District's wastewater system, any of its Property Owners, or to personnel.
- Any wastewater having a temperature which will inhibit biological activity at the District's treatment plant, but in no case wastewater containing heat in such amounts that the temperature at the introduction into the District's wastewater treatment works exceeds 40°C (104°F).
- Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which cause Upset. In no case shall a slug load have a flow rate or contain concentrations or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- Any water or wastes containing a toxic substance in sufficient quantity, either singly or by interaction with other substances, to injure or interfere with any

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sewage treatment process, to constitute a hazard to humans or to animals, or to create any hazard or toxic effect in the waters which receive the treated or untreated sewage.

- Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, each in amounts that will cause interference or Upset.
- Pollutants which result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems.
- Any trucked or hauled pollutants except at discharge points designated by the District.
- Any water or wastes containing pollutant quantities or concentrations exceeding the limitations in these Rules and Regulations, or the limitations in any applicable Categorical Standards.
- Any wastewater discharges to the District's wastewater system, except at locations approved by the District.

15.6 SPECIFIC DISCHARGE LIMITATIONS FOR USERS.

15.6.1 DISTRICT LIMITATIONS. No Property Owner shall discharge into the District's wastewater system or into any sewer system at any time or over any period of time, wastewater containing pollutants that would inhibit, interfere, or otherwise be incompatible with operation of the District's wastewater treatment plant., including interference with the use or disposal of municipal sludge. These pollutants that are prohibited, include, but are not limited to:

- Pollutants which create a fire or explosion hazard.
- Pollutants which will cause corrosive damage to sewers or the treatment plant; pH must be above 5.0 standard units.
- Solid or viscous pollutants which will cause obstructions of flow in any part of the sewer system or treatment plant.
- Heat in amounts to inhibit biological activity.
- Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.

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- Pollutants which result in toxic gases, vapors, or fumes that may cause worker health and safety problems.
- Any trucked or hauled pollutants except at discharge points designated by the District.
- Any pollutant in excess of that listed in the pretreatment standards developed by the EPA for specific SIC codes and as detailed in 40 CFR Parts 400 through 471.

The discharge of dry-cleaning process wastes, including new and used tetrachloroethene (perchloroethylene), still bottom oil, and separator water, is prohibited entirely. Where necessary the District may require that these wastes be physically prevented from discharging into the District's wastewater system.

15.6.2 NATIONAL CATEGORICAL PRETREATMENT STANDARDS. Once promulgated, Categorical Standards for a particular industrial subcategory, if more stringent, shall supersede all conflicting discharge limitations contained in this Article, as they apply to that subcategory.

15.6.3 STATE REQUIREMENTS. State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained elsewhere in this Article.

15.6.4 DILUTION PROHIBITED. Except where permitted by Categorical Standards, no Property Owner may increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to attain compliance with the limitations contained in National Categorical Pretreatment Standards or any other specific discharge limitations contained in these Rules and Regulations.

15.7 INSIGNIFICANT DISCHARGES. Notwithstanding the prohibitions and limitations contained in these Rules and Regulations, the District may allow a proposed discharge to the system if the District determines that the quantity and quality of the discharge, both alone and in conjunction with similar discharges which might be affected by this determination, will have no material effect on the District's operations, including the quality of its effluent or sludges. Approval of the District must be received in writing before the discharge may commence, and the discharge must adhere to any terms and conditions of the District's approval. Approval of such a discharge is entirely at the discretion of the District, and shall not constitute approval of any additional or similar discharges. Disapproval of a

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proposed discharge by the District shall not be subject to the appeal and hearing procedure set forth in these Rules and Regulations.

15.8 ACCIDENTAL OR UNUSUAL DISCHARGES. An accidental or unusual discharge is a discharge which may disrupt wastewater system treatment processes or operations, damage wastewater system facilities, cause an NPDES Permit violation at the District's treatment plant or degrade sludge quality excessively, or which differs significantly in quantity or quality from discharges under normal operations.

15.8.1 ACCIDENTAL DISCHARGE PROTECTION. Each Property Owner shall provide protection from accidental or unusual discharges of prohibited materials or other substances regulated by these Rules and Regulations. Infrastructure necessary to prevent accidental discharge of prohibited materials shall be provided and maintained at the Property Owner's own cost and expense.

15.8.2 NOTIFICATION REQUIREMENTS:

15.8.2.1 Telephone Notification. In the case of any accidental or unusual discharge, it is the responsibility of the Property Owner to immediately telephone and notify the District. The notification shall include the location of discharge, type of waste, concentration and volume, and corrective actions.

15.8.2.2 Written Notice. In the case of any accidental or unusual discharge, it is the responsibility of the Property Owner to immediately telephone and notify the District. The notification shall include the location of discharge, type of waste, concentration and volume, and corrective actions.

15.8.2.3 Notice to Employees. In the case of any accidental or unusual discharge, it is the responsibility of the Property Owner to immediately telephone and notify the District. The notification shall include the location of discharge, type of waste, concentration and volume, and corrective actions.

15.9 HAZARDOUS WASTE DISCHARGE NOTIFICATION. Property Owners shall notify the District, the EPA Regional Waste Management Division Director, and CDPHE/state hazardous waste authorities in writing of any discharge into the District's system of any substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR Part 261. This notification requirement does not apply to pollutants already being reported under the reporting requirements contained in these Rules and Regulations. The specific

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information required to be reported and the time frames in which it is to be reported are found at 40 CFR §403.12(p).

15.10 MONITORING DISTRICT FACILITIES. The District may require monitoring facilities to be provided and operated, at the Property Owner's expense, to allow inspection, sampling, and flow measurement of any discharges as necessary to determine compliance with the provisions of these Rules and Regulations. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Property Owner.

The sampling and monitoring facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within such a time frame as the District shall specify by written notification.

15.11 INFORMATION SUBMITTAL, INSPECTION AND SAMPLING. The District may require any Property Owner to submit information as necessary to determine compliance with the requirements of these Rules and Regulations. The District may inspect the facilities of any Property Owner to ascertain whether the requirements of these Rules and Regulations are being complied with. Persons, Property Owners, and occupants of premises where wastewater is created or discharged shall allow the District or its representatives ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying, or in the performance of any of their duties.

The District, CDPHE, and EPA shall have the right to set up on the Property Owner's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a Property Owner has security measures in force which would require proper identification and clearance before entry into the Property Owner's premises, the Property Owner shall make necessary arrangements with security guards so that upon presentation of suitable identification, personnel from the District, CDPHE, and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

All records relating to compliance with pretreatment standards and requirements shall be made available to officials of the District, CDPHE, and EPA upon request.

15.12 WASTEWATER TREATMENT. The District shall provide wastewater treatment as required to comply with the requirements of these Rules and

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Regulations, and shall achieve compliance with all national categorical pretreatment standards within the time limitations as specified by the federal pretreatment regulations. The District may require facilities to pretreat wastewater to a level acceptable to the District. Such pretreatment shall be provided, operated, and maintained at the Property Owner's expense.

- 15.13 CONFIDENTIAL INFORMATION.** Information and data on a Property Owner obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without restriction unless the Property Owner specifically designates and is able to demonstrate to the satisfaction of the District that the release of such information would divulge sales or marketing data, processes, or methods of production entitled to protection as "Confidential Business Information" of the Property Owner. Wastewater constituents and characteristics will not be recognized as confidential information. It shall be the Property Owner's obligation to stamp each page, which has been demonstrated to the District's satisfaction to contain trade secrets, with the words "Confidential Business Information," "Confidential Information," or "Confidential." A failure by the Property Owner to designate and identify any document in this manner may result in the document losing its protection from disclosure as confidential business information.

Confidential business information shall not be made available for inspection by the public but shall be made available upon request to governmental entities or agencies for uses related to these Rules and Regulations, the District's National Pollutant Discharge Elimination System and Colorado Discharge Pollutant System (NPDES/CDPS) Permit and/or the pretreatment program in accordance with 40 CFR Part 2 and/or 5 CCR 1002-63, Article 63.13. Confidential business information shall not be transmitted to any governmental agency or entity for other uses by the District except upon written request and after a ten (10) day notification and right to object is given to the Property Owner. Such notification shall not be required in certain circumstances provided for in 40 CFR Part 2. If after a request for public inspection, a person or entity challenges the determination of any record to protection as confidential business information, the Property Owner shall cooperate, to the fullest extent possible and at user's own expense, with the District in the defense of the determination. At the request of the District the Property Owner shall, at the Property Owner's expense, provide a defense to such challenge.

- 15.14 ENFORCEMENT AND REMEDIES FOR NONCOMPLIANCE.** Whenever the District determines that any Property Owner has violated or is violating any provision of these Rules and Regulations or a permit issued or approved hereunder, the District may serve upon such Property Owner a verbal or written notice stating the nature of the violation(s). Where directed to do so by the notice,

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a plan for the satisfactory correction of the violation(s) shall be submitted to the District by the Property Owner, within a time frame as specified in the notice.

15.14.1 ADMINISTRATIVE ORDERS. Whenever the District determines that any Property Owner has violated or is violating any provision of these Rules and Regulations, or any directives, orders, or permits issued or approved hereunder, the District may serve upon such user a written order stating the nature of the violations(s), and requiring that the user correct the violation(s) within a specified period of time; perform such tasks as the District determines are necessary for the user to correct the violations; or perform such tasks and submit such information as is necessary for the District to evaluate the extent of noncompliance or to determine appropriate enforcement actions to be taken.

15.14.2 COMPLIANCE ORDERS; COMPLIANCE SCHEDULES. Whenever the District determines that any Property Owner has violated or is violating any provision of these Rules and Regulations, or any directives, orders or permits issued or approved hereunder, the District may serve upon the Property Owner a written order requiring that the Property Owner submit, within a time frame as specified in the notification, a plan (compliance schedule) for the satisfactory correction of such violation(s).

The compliance schedule must represent the shortest schedule by which the Property Owner will provide additional treatment or perform such other tasks as will enable the user to consistently comply with applicable requirements. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to compliance (e.g., Hiring an engineer, completing preliminary plans for pretreatment systems, completing final plans, executing contracts for major components, commencing construction, completing construction). In no case shall an increment of progress exceed nine (9) months.

Upon approval by the District, the compliance schedule will be issued to the Property Owner as an administrative order which contains the approved schedule milestones and any applicable reporting requirements. Issuance of a compliance schedule by the District does not release the Property Owner of liability for any violations.

Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Property Owner shall submit a progress report to the District including, at a minimum, information on whether or not the Property Owner complied with the increment of progress to be met on such date and, if not, the date on which it expects

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to comply with this increment of progress, the reason(s) for delay, and the steps being taken by the Property Owner to return to the schedule established.

15.14.3 SUSPENSION OF SERVICE. The District may suspend the wastewater treatment service and any permit when such suspension is necessary, in the opinion of the District, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes pass through or interference or causes the District to violate any condition of its NPDES Permit.

Any Property Owner notified of a suspension of the wastewater treatment service shall immediately stop or eliminate the discharge. In the event of a failure of the Property Owner to comply voluntarily with the suspension order, the District shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the District's system or endangerment to any individuals or the environment. The District shall reinstate the permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the Property Owner describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the District within fifteen (15) days of the date of occurrence.

15.14.4 PERMIT REVOCATION. Any Property Owner who has violated or is violating any provision of these Rules and Regulations, or any orders or permits issued or approved hereunder, is subject to having his permit revoked. Grounds for permit revocation include, but are not limited to:

- Failure of a Property Owner to factually report the wastewater constituents and characteristics of his discharge.
- Failure of the Property Owner to report significant changes in operations, or wastewater constituents and characteristics.
- Refusal of reasonable access to the Property Owner's premises for the purpose of inspection or monitoring.
- Violation of conditions of the permit.

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15.14.5 PENALTIES. Any Property Owner who is found to have violated any provision of these Rules and Regulations, or any orders or permits issued or approved hereunder, shall be subject to a penalty not to exceed, except as noted below, five thousand dollars (\$5,000) for such violation. Each day on which a violation occurs or continues shall be deemed a separate and distinct violation. In the case of violations of monthly or other long-term average discharge limitations, penalties may be assessed for each day in the period covered by the violations.

In addition to the penalties provided herein, the District may recover reasonable attorney's fees, court costs, court reporter's fees, and other expenses of litigation by appropriate suit at law against the Property Owner found to have violated these Rules and Regulations, or the order or permits issued hereunder. Such penalties shall be in addition to any actual damages the District may incur because of such violations.

Where a violation is found to have caused Interference or Upset, the maximum penalty of \$5,000 per violation as described above may be increased as necessary to allow the District to recover any fines or penalties paid by the District for NPDES Permit violations due to the Interference or Upset.

15.15 LEGAL ACTION. If any person discharges sewage, industrial wastes or other wastes into the District's wastewater disposal system contrary to the provisions of these Rules and Regulations, or any orders or permits issued hereunder, the District's attorney may commence an action for appropriate legal and/or equitable relief in the District Court of this county.

15.16 CHARGES AND FEES. Charges and fees to be assessed against Property Owners will be determined by the District and, where instituted, will be set at a level to allow the District to recover its costs. Elements for which charges and fees may be assessed include, but are not limited to, permit applications; monitoring, inspection, and surveillance activities; and general program administration. Fees and charges are included in Appendix A.

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ARTICLE 16. GENERAL SITE WORK AND EARTHWORK

16.1 GENERAL PROVISIONS. Site work shall consist of obtaining permits and licenses, demolition and removal of structures and obstructions; clearing and grubbing; overlot grading; subgrade preparation; removal of topsoil; site preparation; excavation and embankment; excavation, trenching, bedding and backfill of pipelines and service lines; excess excavation; borrow; and restoration and cleanup. All site work and excavation shall comply with the requirements of these Rules and Regulations.

16.2 RELATED ARTICLES

Article 17	Demolition and Removal of Structures
Article 18	Site Preparation
Article 19	Earthwork
Article 20	Excavation
Article 21	Fills and Embankments
Article 22	Concrete Work

16.3 PERMITS & LICENSES. Unless otherwise provided the contractor shall obtain and pay for all applicable Federal, State and Local construction permits and licenses. Permits shall include but not limited to a Storm Water Management Plan (SWMP), Construction Site Stormwater Discharge Permit, and any pipeline or excavation dewater permits.

16.4 DISPOSAL. The contractor shall make all necessary arrangements for suitable disposal locations. If disposal will be at other than established dump sites, the District may require the contractor to furnish written permission from the Property Owner on whose property the materials will be placed.

16.5 COMPACTION TESTING. Compaction testing shall be performed by a consulting engineering or geotechnical firm at the contractor's expense. At a minimum the contractor shall submit, in air tight containers, 3 lb. sample for each type of soil, structure fill or base material to a testing laboratory to determine standard properties for compaction. Compaction testing shall be performed in accordance with ASTM D698, D2922 and D3017. A minimum of one field test shall be taken for every 25 cubic yards of fill, unless otherwise specified. Final soils compaction reports shall be prepared and signed by a Registered Professional Engineer who is registered in the State of Colorado. Reports shall be submitted to the District within one (1) week of testing.

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16.6 MATERIALS.

16.6.1 PIPE BEDDING MATERIALS. Bedding material for water lines shall be a clean, well-graded sand or squeegee sand and shall conform to the following limits when tested by means of laboratory sieve.

16.6.2 WELL-GRADED SAND

Sieve Size	Total Percent Passing By Weight (%)
3/8"	100
No. 4	70-100
No. 8	36-93
No. 16	20-80
No. 30	8-65
No. 50	2-30
No. 100	1-10
No. 200	0-3

16.6.3 SQUEEGEE SAND.

Sieve Size	Total Percent Passing By Weight (%)
3/8"	100
No. 200	0-5

Bedding material for PVC pipe shall meet the gradation of the Colorado Department of Transportation (CDOT) "No. 67 listed in Table 703-2 and Coarse Aggregate" as specified in Section 703.02 of the CDOT "Standard Specifications for Road and Bridge Construction".

Bedding for underdrain pipe shall be three-quarters of an inch (¾") washed gravel.

16.6.4 STRUCTURE BACKFILL MATERIAL. Imported structure backfill (Class I) shall meet the general gradation of "Class 1 Structure Backfill

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Material” as specified in Section 703.08 of the CDOT “Standard Specifications for Road and Bridge Design”. In addition, the material shall have a liquid limits not exceeding 35 and a plasticity index of not over six when determined in conformity with AASHTO T89 and T90 respectively. On-site Class 2 structure backfill shall meet the requirements of Section 703.08 of the CDOT Specifications.

- 16.6.5 ASPHALT PAVING.** Asphalt pavement shall conform to Section 401, 403, 702 and 703 of the CDOT Specifications

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ARTICLE 17. DEMOLITION AND REMOVAL OF STRUCTURES

17.1 GENERAL PROVISIONS. The contractor shall remove, wholly or in part, and satisfactorily dispose of all foundations, signs, structures, fences, old pavements, abandoned pipelines, traffic signal material and any other obstructions that are designated for removal. All salvageable material will be clearly marked by the District and shall be removed without unnecessary damage, in sections or pieces that may be readily transported. Materials so removed shall be stored in locations approved by the District. Materials to be salvaged may include, but shall not be limited to, manhole frames and covers, inlet grates, fence material, handrails, culverts, guardrail, walkway, roadway and parking appurtenances and irrigation systems and appurtenances. The contractor will be required to replace any materials lost from improper storage methods or damaged by negligence.

Where portions of structures are to be removed, the remaining parts will be prepared to fit new construction. The work will be done in accordance with plans and in such a manner that materials to be left in place will be protected from damage. The contractor at his/her expense will repair any damage to portions of structures that are to remain in place. Reinforcing steel, projecting from the remaining structure, will be cleaned and aligned to provide bond with new extension. Dowels are to be securely grouted with approved grout. Depressions resulting from the removal of structures, footings, and other obstructions, shall be filled and compacted with clean fill materials so as to eliminate hazards of cave-in, accumulation and ponding of water.

Immediately following demolition and removal of rubbish from the site, the contractor shall grade the site by filling, compacting, and leveling the site to existing adjacent grades.

17.2 DEFINITIONS

- Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.
- Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to District or the District's designee. Include fasteners or brackets needed for reattachment elsewhere.

17.3 REMOVAL OF PIPE. Unless otherwise provided, all pipe will be carefully removed and cleaned; every precaution will be taken to avoid breaking or damaging the pipe. Pipe shall not be reused or relaid.

Any temporary water line put in by the Developer, whether for the Developer or the District, for any reason will be removed after the use of the line is complete.

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If the Developer wishes to leave the line in place he/she will need to have the temporary line surveyed into the as-builts for that area and take sole ownership and responsibility for the temporary line. This may include but is not limited to responding to locate requests by UNCC or any other party requesting information on the temporary line.

Where culverts or wastewater lines are to be left in place and plugged, the ends will be filled with Class III concrete. The thickness of the plug will be as directed by the District. Culvert and wastewater ends are to be sufficiently filled to prevent future settlement of embankments.

When removing manholes, catch basins and inlets, any live wastewater line connected with these items will be properly reconnected to new structures, and satisfactory bypass service will be maintained during such operations.

17.4 REMOVAL OF PAVEMENTS, SIDEWALKS, AND CURBS. Concrete or asphalt that is to remain shall be saw cut to straight, true line with a vertical face. The sawing shall be done carefully, and the contractor at his/her expense shall repair all damage to the concrete or asphalt that is to remain in place. All saw cuts shall be full depth.

The contractor shall be responsible for the cost of removal and replacement of all over breakage as determined by the District.

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ARTICLE 18. SITE PREPARATION

18.1 GENERAL PROVISIONS. The contractor shall complete all work necessary to satisfactorily prepare the site as shown on the accepted drawings and as specified herein. Following this preparation, the site shall be in such a condition as to easily continue with the next operation. Site preparation includes clearing, grubbing, grading, tree and shrub removal, and native grass stripping and removing and disposing of all debris. This work will also include the preservation from injury or defacement of all vegetation and objects not designated for removal.

18.2 CLEARING. Branches on trees or shrubs will be removed as indicated on the plans. Branches of trees extending over the road bed will be trimmed to give a clear height of twenty feet (20') above the road bed surface. All trimming will be done by skilled workmen and in accordance with good tree trimming practices.

All objects, trees, stumps, roots and other objects designated for removal shall be removed to a minimum of two feet (2') below subgrade.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted in accordance with these Rules and Regulations.

The contractor shall strip areas where excavation or embankment is to be made. Stripping shall include the removal of material such as brush, roots, sod, grass, residue of agricultural crops, sawdust, and other vegetable matter from the surface of the ground.

Clearing shall be performed in a careful and orderly manner that protects adjoining property, the public and workmen. Damage to streets, parking lots, utilities, plants, trees, buildings or structures on private property, or to bench marks, survey monuments and construction staking due to clearing operations shall be repaired and restored to its original condition by the contractor at his/her expense.

18.3 TOPSOIL. The contractor shall salvage within the project limits, or acquire when needed, loose friable loam reasonably free of admixtures of subsoil, refuse, stumps, roots, rocks, brush, weeds, heavy clay, toxic substances or other material which would be detrimental to the proper development of vegetative growth.

Topsoil shall not be placed until the areas to be covered have been properly prepared and grading operations in the area have been completed. Topsoil shall be placed and spread at locations and to the thickness shown on the plans and shall be keyed to the underlying material.

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ARTICLE 19. EARTHWORK

19.1 GENERAL PROVISIONS. This work shall consist of excavation, fill, backfill, disposal, shaping or compaction of all material encountered within the limits of the project. Work shall be performed to the line and grade indicated on the approved plans.

Excavation, dewatering, sheeting, and bracing shall be carried out in such a manner as to eliminate any possibility of undermining or disturbing the foundation of any existing structures or any work previously completed.

Refer to Section 21.5 for requirements for trenching, backfilling and compacting.

The District may require the contractor to provide an earthmoving diagram and haul routes.

19.2 DEFINITIONS

- Bedding Material shall mean material that is installed under and around pipelines.
- Borrow shall mean backfill or embankment material which must be acquired from designated borrow areas.
- Proof Rolling shall mean the application of test loads over a subgrade surface by means of a heavy pneumatic-tired vehicle to locate weak areas in subgrade.
- Rock shall mean rock formations that cannot be excavated with a D-9 tractor in good repair with a single hydraulic ripper.
- Stabilization Material shall mean material that is to be placed in areas of over excavation, of unsuitable in situ material, or in areas of high water table to stabilize the in situ material.
- Structure Backfill shall mean earthen material that is installed around and over any structure.
- Structure Excavation shall mean excavation materials over an area extending three feet (3') out from the outer most bottom edge of a proposed structure, up to existing grade or top of proposed grade.
- Suitable Material shall mean any earthen material consisting of on-site or similar non-organic sands, gravels, clays, silts and mixtures predominately of materials smaller than 4.75 mm (No. 4) sieve in diameter. Material greater in

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diameter than No. 4 sieve to a maximum size of six inches (6”) shall be approved by the District.. Bedrock that breaks down to specified soil types and sizes during excavation hauling and placement may be considered suitable material.

- Unclassified Excavation shall mean excavation of all materials encountered.
- Unsuitable Material shall mean any earthen material containing vegetable or organic silt, topsoil, frozen materials, trees, stumps, certain man made deposits, or industrial waste, sludge or landfill, or other undesirable materials.

19.3 GRADING TOLERANCES. All earthwork shall be carried out in such a manner that final grades shall conform to those indicated on the approved plans. Final grades shall not vary from the design elevations by more than 0.1 feet. In addition, positive surface drainage shall be provided on the entire site so that no depressions or ponds are formed, regardless of depth. It shall be the contractor’s responsibility to insure that all portions of the site drain as shown on the accepted plans.

Grading shall be performed in conjunction with all of the necessary clearing, grubbing, stripping, filling, and compacting operations to the satisfaction of the District.

Grading shall be done by approved means. Areas adjacent to structures and other areas inaccessible to heavy grading equipment shall be graded by manual methods.

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ARTICLE 20. EXCAVATION

20.1 GENERAL PROVISIONS. Excavated areas shall be graded in a manner that will permit adequate drainage, will not disturb material outside the limits of slopes and will be within the tolerances noted in Section 19.3, Grading Tolerances, of this Article. Suitable material removed from the excavation shall be used for the construction of embankments, for backfilling, and for other approved purposes.

The contractor shall dispose at his/her expense of all unsuitable or surplus material.

Water pumped or drained from the work shall be disposed of in an approved manner. Developer shall be responsible for all stormwater, dewatering, and related permits as provided for in Section 16.3.

20.2 STRUCTURE SUBGRADES. If the material at or below the depth to which excavation for structures would normally be carried is unsuitable for the required installation, it shall be removed to such widths and depths as directed by the District and shall be replaced with stabilization material.

Unauthorized over excavations shall be refilled to grade with Class 1 structure backfill material.

If the surface of the subgrade is in an unsuitable condition for proceeding with construction, the contractor shall, remove the unsuitable material and replace it with concrete, structure backfill, or other approved material.

If the existing subgrade is suitable the cleared surface shall be completely broken down by plowing or scarifying to a minimum depth of 6 inches, and compacted to the specified density.

20.3 PROTECTION OF EXISTING STRUCTURES AND UTILITIES. Existing poles, pipes, wires, fences, curbs, property line markers and other structures that must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. In case of damage, the contractor shall notify the Property Owner. Unless Property Owners wish to make the repairs themselves, the contractor shall repair all damage.

The utility company shall locate all utility lines well ahead of the work. All such locations shall be plainly marked by coded paint symbols on pavement or by marked stakes in the ground.

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All existing utility services shall be supported by suitable means to prevent damage during construction activities.

- 20.4 EXCAVATED MATERIAL.** Excavated material shall be stockpiled in locations to minimize the impact on traffic, driveways and adjoining properties. Excavated material shall not be deposited on private property unless written consent of the property owner(s) has been filed with the District.

Excavated materials shall not be removed from the site or disposed of by the contractor except as approved by the District.

Suitable excavated material shall be used as backfill, fill for embankments, or other parts of the work. Surplus material shall be disposed of by the contractor in the following manner.

Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off District's property.

Transport surplus satisfactory soil to designated storage areas on District's property. Stockpile or spread soil as directed by the District.

- 20.5 PROOF ROLLING.** Proof rolling may be required to determine whether certain areas of subgrade meet compaction requirements. Where required by the District, proof rolling shall be carried out as designated, with a heavy rubber tired proof roller with a minimum weight of fifty (50) tons or a single axle dump truck loaded to provide an equivalent wheel loading.

Subgrade found to be unacceptable during proof rolling shall be scarified to a depth of 6 inches and recompact at the proper moisture content.

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ARTICLE 21. FILLS AND EMBANKMENTS

21.1 GENERAL PROVISIONS. Earth fills shall be constructed in accordance with this Article, including placing and compacting of all embankment material, and all related work required to ensure proper bond of materials with previously placed embankment.

Soil embankments shall be constructed with moisture and density control and the soil upon which the embankments are to be constructed shall be scarified to a depth of six inches (6") and compacted with moisture and density control.

Material shall not be placed in any section of embankment until the foundation for that section has been cleared, stripped and dewatered and compacted in accordance with these Rules and Regulations.

The suitability of each part of the foundation for placing embankment material thereon and of all materials for use in the embankment construction shall be as determined by the District. Materials shall be placed and compacted in approximately horizontal layers of the specified thickness. The thickness of each layer shall not exceed six inches (6") before compacting.

21.2 PLACEMENT OF FILL MATERIAL. After subgrade has satisfactorily been prepared, the fill material shall be placed and compacted thereon and built-up in successive layers until the required elevation is reached. Fill materials shall be a homogenous mixture of stockpiled suitable material. Fill shall be placed within the lines and grades shown on the accepted plans. Fill material shall not be placed on frozen surfaces, and shall not contain snow, ice or other frozen materials.

The contractor shall maintain the embankment in a manner satisfactory to the District until the District has given final acceptance of all work.

Excavated materials too wet for immediate compaction, shall be dried to the proper moisture content.

21.3 COMPACTION REQUIREMENTS. Fills and embankments less than ten feet (10') in height shall be compacted to ninety-five percent (95%) of maximum density (AASHTO T 99). Fills and embankments ten feet (10') and greater in height shall be compacted to one hundred percent (100%) of maximum density. Moisture content will be maintained within plus or minus two percent ($\pm 2\%$) of optimum moisture during compaction.

21.4 STRUCTURE BACKFILL.

21.4.1 MATERIALS. Structure backfill material shall be used to backfill reinforced concrete structures. Class 1 backfill material shall be used

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when on-site excavated material does not meet the requirements for Class 2 backfill.

21.4.2 PLACEMENT OF BACKFILL MATERIAL. Backfilling shall consist of placing materials in horizontal, uniform layers brought up uniformly on all sides of the structure. The thickness of each layer of backfill shall not exceed six inches (6") before compacting to the required density.

Areas adjacent to structures and other areas inaccessible to mobile compaction equipment shall be compacted with suitable power-drive hand tampers or other acceptable devices.

Backfill material shall not be deposited against the back of concrete abutments, concrete retaining walls, or the outside of cast-in-place concrete structures until the concrete has developed its full twenty-eight (28) day strength.

Unless otherwise indicated on the approved plans, sheeting and bracing used in making the structure excavation shall be removed prior to backfilling.

21.4.3 COMPACTION REQUIREMENTS. Structure backfill shall be compacted to a density of not less than ninety-five percent (95%) of maximum density determined in accordance with AASHTO T 99 (Standard Proctor). When structure backfill occurs in roadways, backfill shall be compacted to one hundred percent (100%) of maximum density.

21.4.4 BORROW. In case an insufficient quantity of material is not available on site for completion of the necessary embankment and structure backfill operations, the contractor shall furnish approved backfill material from off site.

21.5 TRENCHING, BACKFILLING AND COMPACTING.

21.5.1 GENERAL. This work shall consist of furnishing all labor, materials, tools and equipment for trenching, bedding, backfill and compaction for all underground utilities. Excavations shall be made to lines and grades shown on the approved plans. Except as specifically approved by the District, trench excavation shall be made by the open cut method to the depth required to construct the pipelines as shown on the approved plans. All trench excavation shall be unclassified.

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Surface materials such as concrete and asphalt shall be disposed of separately from the underlying soil; base course and gravels that are to be salvaged shall be stockpiled and protected from contamination. Unsuitable materials shall be disposed of in accordance with these Rules and Regulations.

Excavated material that meets the requirements for backfill material shall be stockpiled in a safe manner, at a sufficient distance from the banks to avoid overloading.

Excavation shall not be permitted to advance more than one hundred fifty feet (150') ahead of pipe laying and two hundred feet (200') in advance of the backfill operations. Trenches shall not be left open overnight.

21.5.2 CONNECTIONS TO EXISTING FACILITIES. Prior to the connection of a new utility line to an existing facility, the contractor shall expose the existing facility at the point of connection to verify the elevation and materials of construction. The District shall be notified a minimum of two (2) working days before such an investigation is performed. The contractor shall also expose existing utilities that cross new construction to allow for verification of elevation and materials of construction.

21.5.3 TRENCH EXCAVATION FOR PIPELINES AND SERVICE LINES. Trenches shall comply with the requirements of the Occupational Safety and Health Administration (OSHA) "Safety and Health Regulations for Construction". Sheeting and shoring shall be utilized where required to prevent any excessive widening or sloughing of the trench.

Excavated material shall not be placed nearer than two feet (2') from the sides of the trench. Heavy equipment shall not be used or placed near the sides of the trench unless the trench is adequately braced.

The width of the trench shall comply with the requirements set forth in these Rules and Regulations and shall permit the pipe to be laid and joined properly. The allowable trench width at the top of the pipe shall not exceed the outside diameter of the pipe barrel plus twenty-four inches (24"), nor be less than the outside diameter of the pipe barrel plus twelve inches (12").

If the width of the lower portion of the trench exceeds the maximum width herein stated, the contractor, at his/her expense, shall furnish and install special pipe embedment or concrete encasement to protect the

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pipe from the additional loading. The pipe manufacturer shall determine the type and quantities of special pipe embedment, using trench-loading criteria based upon saturated backfill weighing one hundred twelve (112) pounds per cubic foot and allowance for truck and other superimposed live loads.

- 21.5.4 REMOVAL OF WATER.** The contractor shall provide and maintain at all times ample means and devices with which to remove and properly dispose of all water entering the trench excavation. Water shall be disposed of in a suitable manner without damage to adjacent property or without being a nuisance to public health and convenience. Water level in the trench shall be maintained a minimum of six inches (6") below the pipe.

Well points, sumping or any other acceptable methods that will insure a dewatered trench shall accomplish dewatering. All dewatering methods shall be subject to the approval of the District. Developer shall be responsible for all stormwater, dewatering, and related permits as provided for in Section 16.3.

- 21.5.5 PREPARATION OF FOUNDATION FOR PIPE LAYING.** When the excavation is in firm earth, care shall be taken to avoid excavation below the established grade plus the required specified over depth to accommodate the pipe bedding material.

When soft or otherwise unsuitable foundation material is encountered in the bottom of the trench, the unsuitable material shall be removed and replaced with stabilization material to provide a suitable foundation for the pipe.

Stabilization material shall meet the gradation of "No. 4 Coarse Aggregate" as specified in Section 703.02, Table 703-2 of the CDOT "Standard Specifications for Road and Bridge Construction".

- 21.5.6 BEDDING FOR PIPELINES AND SERVICE LINES.** Bedding material shall be placed to uniformly support the entire pipe barrel. Bedding material shall be placed to a depth of twelve inches (12") above the top of all PVC pipe (Class B Alternative Bedding). Service lines shall have four inches (4") of bedding above and below the service line.

- 21.5.7 BACKFILL FOR PIPELINES AND SERVICE LINES.** Trench backfill shall be placed in loose six inch (6") lifts and each lift thoroughly consolidated by tamping or vibrating.

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Hydro hammers shall not be used until the trench backfill has been placed and compacted to within three feet (3') of the finished grade by the lift method. Large rollers, tractor drawn equipment or hydro hammers, shall not be used within eighteen inches (18") of the pipe

Flooding or jetting of trenches will not be permitted.

Bracing installed to prevent cave-ins will be withdrawn in a manner that will maintain the desired support during the backfill operations. Driven sheet pilings will be cut off at or above the top of pipe, and the portion below the cut-off line will be left in the ground.

Backfill material that shows signs of visible frost will not be allowed to be used as backfill for pipelines or service lines.

21.5.8 COMPACTION. Trench backfill shall be compacted to a density of not less than one hundred percent (100%) of maximum density determined in accordance with AASHTO T 99 (Standard Proctor). The moisture content shall be maintained within plus or minus two percent ($\pm 2\%$) of optimum moisture during compaction.

Pipes outside the roadway prism, sidewalk or grass areas and not subject to traffic loads or heavy loads for a period of two (2) years shall be backfilled in layers as described above but shall be compacted to 85 percent of maximum dry density.

21.5.9 COMPACTION TESTING. Trench backfill shall be tested at a rate of at least one (1) test per two hundred (200) cubic yards of backfill material, but not less than one (1) test per two hundred fifty feet (250') of trench. The testing shall be performed at various depths and locations. Additional testing shall be performed around items such as structures, manholes, valve boxes. One compaction test shall also be performed for each four (4) service lines.

21.5.10 MAINTENANCE OF BACKFILL. Backfill shall at all times during construction be maintained to the satisfaction of the District.

21.5.11 ACCESS DURING CONSTRUCTION. Access across trenches for driveways and streets shall be maintained free of hazards to traffic or pedestrians.

21.6 PAVEMENT REPLACEMENT. Cuts in asphalt pavement areas shall be repaired using an approved hot mix asphalt concrete. If a permanent patch cannot be installed within twenty-four (24) hours, the contractor shall place a temporary, cold mix, asphalt patch immediately after completing backfill and compaction.

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Repair or new construction requiring removal of curb and gutter, sidewalks or any other areas constructed with Portland Cement concrete (PCC) shall be replaced with PCC of equal dimensions and a mix approved by the District.

21.7 SITE RESTORATION. The surface grade and condition of all un-surfaced areas disturbed by construction activities shall be restored immediately following construction. The contractor shall replace all sod, trees, shrubbery, sprinkler systems, fences, and any other items disturbed by construction activities. All other areas disturbed during construction grading operations shall be re-vegetated with native grasses. Seeding shall be performed immediately upon completion of construction. The contractor shall maintain all planted materials or seeding until its growth is established.

All roadway surfacing, curbing, sidewalks and gutters will be restored or replaced to a condition equal to that before the work began.

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ARTICLE 22. CONCRETE WORK

22.1 GENERAL PROVISIONS. This section covers concrete work performed in conjunction with work on District systems. Engineering, plans, licenses, permits, inspection, warranties and acceptance shall be as detailed in these Rules and Regulations.

22.2 STANDARDS. All concrete work shall meet the requirements of ACI 301, "Specification for Structural Concrete", and ACI 347, "Guide to Formwork for Concrete".

22.3 SUBMITTALS. The contractor shall submit the following items for District approval:

- Concrete mix design.
- Reinforcing shop drawings and bar schedules.
- Concrete shall be furnished by an acceptable ready-mixed concrete supplier and shall conform to ASTM C94.
- Batch tickets from each concrete truck showing the following information:
 - Weight and type of cement.
 - Weights of fine and coarse aggregates.
 - Weight (in gallons) of water including surface water on aggregates.
 - Quantity (cubic yards) per batch.
 - Times of batching and discharging of concrete.
 - Name of batch plant.
 - Name of contractor.
 - Type.
 - Name and amount of admixture.
 - Date and truck number.

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22.4 DESIGN CRITERIA.

22.4.1 MIX DESIGN. A tentative concrete mix shall be designed and tested for each size and gradation of aggregates and for each consistency intended for use on the job. A report for the tentative concrete mix shall be submitted for review. The report shall contain the following information:

- Concrete Slump.
- Total gallons of water per cubic yard.
- Brand, type, composition and quantity of cement.
- Source, type, specific gravity, and gradation of each aggregate.
- Ratio of fine to total aggregate.
- Weight (surface dry) of each aggregate per cubic yard.
- Brand, type, ASTM Designation, active chemical ingredients, and quantity of each admixture.
- Air content.
- Compressive strength based on 7 day and 28 day compression tests.
- Time of initial set.

Slump shall be determined in accordance with ASTM C143 and total air content shall be determined in conformity with ASTM C231.

Initial set tests shall be made at ambient temperatures of 70°F and 90°F. The test at 70°F shall be made with concrete containing specified plasticizing and air-entraining admixtures. The test at 90°F shall be made with concrete containing specified retarders and air-entraining admixtures.

The following table indicates the minimum cement quantities, expressed in pounds per cubic yard, for concrete containing a specified water-reducing admixture:

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Course Aggregate Size			
Concrete Slump	From No. 4 Sieve to		
	1/2"	3/4"	1"
2"	573	545	517
3"	592	564	536
4"	611	583	555
5"	630	602	573
6"	649	620	592

The ratio of fine to total aggregates based on solid volumes (not weights) shall be:

Course Aggregate Size	Minimum Ratio	Maximum Ratio
1/2"	0.40	0.55
3/4"	0.35	0.50
1"	0.30	0.46

Other design criteria include:

Minimum Compressive Strength ASTM C39	3,000 psi – 7 Day 4,000 psi – 28 Day
Minimum Cement	6 sacks / cubic yard
Maximum Water/Cement Ratio	0.46 by weight
Slump	2-4"
Air Entrainment ASTM C260	4-8% by volume

22.4.2 REINFORCEMENT CLEARANCES.

Unless otherwise shown on the plans, the minimum clear cover for reinforcing steel shall be:

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Location	Minimum Clear Cover
Bottom bars in soil bearing foundations and slabs	3"
Bars adjacent to surfaces exposed to weather on earth backfill	
For bars more than 3/4" in diameter	2"
For bars less than 3/4" in diameter	1-1/2"
Interior Surfaces	
Slabs, walls, joints with 1-3/8" diameter or smaller	3/4"

22.5 MATERIALS.

22.5.1 GENERAL. Concrete shall be composed of Portland cement, aggregate, and water, and shall be reinforced with steel bars or steel wire fabric where required. No admixture other than air-entraining agents, fly ash, and water reducing agents shall be used without written permission of the District.

22.5.2 CEMENT. All cement used in concrete work shall be Portland cement conforming to the requirements of ASTM C-150, II or IIA. Cement used in wastewater structures shall be Type V.

22.5.3 FLY ASH. Fly ash may be substituted for a portion of the cement. Fly ash shall conform to the requirements of ASTM C 618.F.

22.5.4 WATER. Water for concrete shall be clean and free from sand, oil, acid, alkali, organic matter, or other deleterious substances.

22.5.5 ADMIXTURES.

22.5.5.1 Concrete slump. Air-entraining admixtures shall conform to the requirements of ASTM C-260.

22.5.5.2 Retarders. Retarders shall conform to ASTM C494, Type D, and shall be approved by the District.

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22.5.5.3 Plasticizers. Plasticizers shall conform to ASTM C494, Type A, and shall be approved by the District.

22.5.6 ACCESSORIES.

22.5.6.1 Non-Shrink Grout. Premixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; capable of minimum compressive strength of 7500 psi.

22.5.6.2 Waterstops.

- Concrete structures (Cast-in-Place): 12 gauge; flat plate black iron; 8 inches wide; joints; 6 inches lap.
- Pre-cast (Manhole sections, etc): Flexible expanding waterstop; square profile, 1" thick by 3/4" tall; Volclay water stop, RX-101, or equal.

22.5.7 FLOOR SEALERS.

- L & M Construction Chemicals "Durathane HS/VOC" with "Epoprime WB" primer.
- Sonneborn "Son-No-Mar."
- District-approved equal.

22.5.8 EXTERIOR SLAB AND WALL SEALERS.

- Degussa: Hydrozo "Enviroseal 40."
- Tnemec: Series 668 "Deck a Pell 40."

22.5.9 FINE AGGREGATE. Fine aggregate shall be composed of clean, hard, durable, uncoated particles of sand, free from injurious amounts of clay, dust, soft or flaky particles, loam, shale, alkali, organic matter, or other deleterious matter. Fine aggregate shall be well graded from course to fine and when tested by means of laboratory sieves shall meet the following grading requirements:

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Sieve Size	Percent Passing (%)
3/8"	100
#4	95-100
#8	80-100
#16	45-80
#30	25-60
#50	10-30
#100	2-10

Fine aggregates for concrete shall conform to the requirements of ASTM C-33.

- 22.5.10 COARSE AGGREGATE.** Coarse aggregate shall consist of broken stone or gravel composed of clean, hard, tough and durable stone and shall be free from soft, thin, elongated or laminated pieces, disintegrated stone, clay, loam, vegetable, or other deleterious matter. Coarse aggregate shall be well graded and when tested by means of laboratory sieves shall meet the following grading requirements:

Sieve Size	Percent Passing (%)
2"	100
1-1/2"	95-100
3/4"	35-70
3/8"	10-30
#4	0-5

Coarse aggregates for concrete shall conform to the requirements of ASTM C-33.

- 22.5.11 MIXING.** Concrete shall be continuously mixed or agitated from the time the water is added until the time of use and shall be completely discharged from the truck mixer or truck agitator within two and one-half (2½) hours after batching.

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22.5.12 REINFORCING STEEL. Reinforcing bars shall conform to ASTM A615, Grade 60. Welded wire fabric shall comply with ASTM A-185 or ASTM A-497.

22.5.13 JOINT FILLER MATERIAL.

Joint materials shall conform to AASHTO Specifications according to type as follows:

Concrete joint sealer, hot-poured elastic	M 173
Preformed expansion joint filler (Bituminous Type)	M 33
Preformed sponge rubber and cork expansion joint fillers, Preformed expansion joint fillers	M 153
Preformed expansion joint fillers nonextruding & resilient bitum	M 213

22.6 CONCRETE CONSTRUCTION.

22.6.1 FORMWORK. Forms shall be used to confine the concrete and shape it to the required lines. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete. Forms shall be constructed so that the finished concrete shall conform to the shapes, lines, grades and dimensions indicated on the plans. Forms shall be made from plywood, coated plywood or steel.

Forms shall not be disturbed until the concrete has hardened sufficiently to permit their removal without damaging the concrete or until the forms are not required to protect the concrete from mechanical damage. Minimum time before removal of forms after placing concrete shall be one (1) day for vertical formed surfaces. Forms supporting the underside of beams and slabs shall not be removed until the concrete has attained the specified twenty-eight (28) day strength.

22.6.2 REINFORCING STEEL. Before being positioned, all reinforcing steel shall be thoroughly cleaned of mill and rust scale and of coatings that will destroy or reduce the bond. Where there is delay in depositing concrete, reinforcement shall be reinspected and, if necessary, cleaned.

Reinforcing steel shall be accurately placed and secured against displacement by using suitable tie wire or clips at bar intersections.

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Reinforcing steel shall be supported by metal chairs or spacers, precast mortar blocks or metal hangers. Splicing of bars will not be permitted, except where shown on the approved plans.

22.6.3 PLACING CONCRETE. Before depositing concrete, debris shall be removed from the space to be occupied by the concrete. Concrete shall not be placed until all forms and reinforcing steel have been inspected and accepted by the District.

Concrete shall be handled from the mixer to the place of final deposit as rapidly as possible by methods which prevent separation or loss of ingredients. The concrete shall be deposited in the forms as nearly as practicable in its final position. Concrete shall be placed in a manner that will avoid segregation and shall not be dropped freely more than five feet (5').

Concrete shall be compacted by internal vibration. Vibrators shall not be used to move or spread the concrete.

22.6.4 JOINTS. Non-bituminous joint filler shall be placed at the spacing shown on the accepted plans. Bituminous type shall be used for concrete paving where joint sealers are not specified.

Expansion joint material shall be provided at the following locations and shall be in place prior to the placing of concrete:

- At each end of curb return.
- At both edges of driveway.
- Between back of sidewalk and driveway slab or service walk.
- Every fifty feet (50') in sidewalk.

Contraction joints shall be spaced as follows:

- Not more than ten feet (10') nor less than five feet (5') on center in curb and gutter and combination curb-walk.
- Not more than ten feet (10') nor less than five feet (5') on center in sidewalk.
- At least two (2) joints, equally spaced at not greater than ten foot (10') intervals in driveways.

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- As directed by the District.

22.6.5 FINISHING. Exposed faces of curbs and sidewalks shall be finished to true-line and grade as shown on the plans. Surface shall be floated to a smooth finish. Sidewalk and curb shall be broomed. After completion of brooming and before concrete has taken its initial set, all edges in contact with the forms shall be tooled with an edger having a three-eighths inch (3/8") radius.

No dusting or topping of the surface or sprinkling with water to facilitate finishing will be permitted.

Immediately following the removal of the forms, all fins and irregular projections shall be removed from all surfaces. Surface defects, including tie holes shall be patched. The surface shall be left sound, smooth, even, and uniform in color.

22.6.6 CURING. Fresh concrete shall be adequately protected from weather damage and mechanical injury during the curing periods. The curing process shall be started as soon as possible after concrete placement and finishing and shall continue for a minimum of seven days. The following curing procedures may be used:

- Ponding (for slabs or footings).
- Spraying with a membrane curing compound that meets ASTM C1315 with minimum 25 percent solids; non-yellowing; and maximum unit moisture loss of 0.04 gm/cm².
- Wet burlap, earth, or cotton mats.
- Waterproof paper or polyethylene plastic cover.

22.6.7 COLD WEATHER CONCRETING. Concrete placement during cold weather shall conform to the requirements of ACI 306, "Cold Weather Concreting".

Concrete placed in cold weather shall be protected from extreme temperatures as follows:

- A temperature of at least fifty degrees Fahrenheit (50°) shall be maintained for the first seventy-two (72) hours after placement.
- After the first seventy-two (72) hours and until the concrete is seven (7) days old, it shall be protected from freezing temperatures.

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- Concrete adjacent to heaters or salamanders shall be insulated from direct heat of the unit that may dry it out prior to being properly cured.
- Temperatures shall be measured by maximum and minimum thermometers furnished by the contractor and installed adjacent to the concrete.

Concrete slabs shall not be placed, regardless of temperature conditions, if the supporting ground is frozen or contains frost.

22.6.8 HOT WEATHER CONCRETING. The placement of concrete in hot weather shall comply with ACI 305, “Hot Weather Concreting”.

22.6.9 BACKFILLING. Backfill shall not be placed against concrete structures until the concrete has attained its specified twenty-eight (28) day strength.

22.6.10 TESTING. All concrete shall be sampled and tested by an approved testing agency. Test reports shall include the exact location of the work at which the batch represented by a test was deposited. The report of the strength test shall include detailed information on storage and curing of specimen prior to testing, the project number, and the location of the concrete (curb, manhole, inlet, sidewalk, paving, etc.). All test reports shall bear the seal and signature of a Professional Engineer registered in the state of Colorado and competent in the field of concrete testing.

An air content test shall be made from one of the first three batches mixed each day, and from each batch of concrete from which concrete compression test cylinders are made. Air content shall be determined in accordance with ASTM C231.

One slump test shall be taken for each set of compression test cylinders taken.

One set of three concrete test cylinders shall be made for every 75 cubic yards or less of each class of concrete placed each day. One additional set shall be taken from each additional 75 cubic yards, or major fraction thereof, placed in any one day. One cylinder shall be tested at an age of 7 days and another cylinder shall be tested at an age of 28 days. The third cylinder of the sets shall be tested only if deemed necessary by the Engineer. Test results will be evaluated in accordance with ACI 214 and 318. The test cylinders shall be cured and stored in conformance with ASTM C31 and tested in accordance with ASTM C39.

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22.6.11 TOLERANCES. Unless otherwise specified, tolerances for cast-in-place concrete work shall be as stipulated in ACI 347 and ACI 301.

22.5.6.1 Wall Tolerances. In any 30 foot length, the top of the wall shall not vary from level more than 1/8 inch (1/4 inch peak to valley). No two points on the top of wall shall differ in elevation by more than 1/2 inch (plus or minus 1/4 inch). Pitch all drains 1/4 inch per foot nominal.

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ARTICLE 23. FIRE DEPARTMENT ACCESS

23.1 GENERAL PROVISIONS. This section covers the requirements for fire department access to structures located in the District. All development within the District shall comply with the requirements of this section, unless otherwise approved by the District. All development shall also comply with the requirements of Saguache County.

23.2 ACCESS REQUIREMENTS.

23.2.1 FIRE HYDRANTS. Location of fire hydrants shall be as set forth in Section 9.4, Fire Hydrant Locations, of these Rules and Regulations.

23.2.2 FIRE ACCESS ROADWAYS. An approved access road for fire department vehicles shall extend to within one hundred fifty feet (150') of every structure, to include all portions of facilities and all portions of the first story of all structures as measured by an approved route around the exterior of the building. Access roads for fire department vehicles shall meet the following requirements:

- Fire access roads shall have a minimum unobstructed width of not less than twenty feet (20'). Minimum width shall be twenty eight feet (28') if parallel parking is permitted along one side of the fire access, and thirty six feet (36') if parking is permitted on both sides of the fire access road. Where required by the District, Saguache County, or other authorized fire code official, approved signs or approved notices shall be provided for fire access roads to identify such access roads and prohibit the obstruction thereof. Minimum unobstructed vertical clearance shall be thirteen feet six inches (13'6").
- Roadway surface shall be suitable for all-weather service. Roadways shall be designed and maintained to support the imposed loads of fire apparatus, or as otherwise directed by Saguache County or the District.
- Dead-end roadways longer than one hundred fifty feet (150') shall have an approved turnaround area with a minimum outside radius of forty-five feet (45'), unless otherwise approved by the District or Saguache County.
- Maximum roadway grade shall be ten percent (10%), unless otherwise approved by the District or Saguache County.

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EXHIBIT A

CROSS CONNECTION CONTROL

A.1 CROSS CONNECTION CONTROL CRITERIA.

A.1.1 GENERAL. Cross-connections of any type that may permit a backflow of water from a supply other than that of the District into the District's potable water system, are strictly prohibited. A cross-connection shall mean any temporary or permanent connection to the District's potable water system that is unprotected.

Backflow prevention system designs for new construction shall be submitted to the District for approval. The District shall inspect and test all devices that are installed. All systems and applications shall be in strict accordance with the CDPHE Cross-Connection Control Manual and Article 12 of the Colorado Primary Drinking Water Regulations. In the event there is a conflict between the Manual and these specifications, the more stringent requirements shall apply.

A.2 TYPES OF CROSS-CONNECTION CONTROL DEVICES. The design, installation and maintenance of all cross-connection control devices shall be the sole responsibility of the Property Owner. The following standards shall apply to cross-connection control devices:

A.3 AIR GAP (AG). An Air Gap is defined as the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other devices and the flood level rim of said vessel. The air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the top of the rim of the vessel; and, in no case, less than two inches (2"). When an air-gap is used at the service connection to prevent the contamination or pollution of the public potable water system, an emergency bypass shall be installed around the air-gap system and an approved reduced pressure principle device shall be installed in the bypass system. All air-gaps shall be permanently constructed with rigid piping. Flexible hose or tubing shall not be acceptable for an air-gap.

A.4 DOUBLE CHECK VALVE ASSEMBLY (DCVA). Double check valve assemblies shall consist of an assembly of two independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and approved testing agency for backflow prevention devices. These devices shall be readily accessible for in-line maintenance and testing.

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- A.5 PRESSURE VACUUM BREAKER WITH INTERNAL CHECK VALVE (PVB).** Pressure vacuum breaker assemblies shall consist of at least one check valve, vacuum relief, inlet and discharge shutoff and properly installed test cocks. The pressure vacuum breaker shall have a vacuum relief valve that is internally loaded, normally by means of a spring. The PVB shall be installed a minimum of twelve inches (12") above the highest outlet or overflow level on the nonpotable system. Vacuum breakers shall not be installed more than five feet (5') above the ground. Adequate room shall be made available for maintenance and testing.
- A.6 ATMOSPHERIC VACUUM BREAKER (AVB).** An atmospheric vacuum breaker is a device that allows air to enter the water line when the line pressure is reduced to a gauge pressure of zero or below. The atmospheric vacuum breaker is designed to prevent back-siphonage only. It is not effective against backflow due to back pressure and shall not be installed where it will be under continuous operating pressure for more than twelve (12) hours in any twenty-four (24) hour period. Poppets of all atmospheric vacuum breakers shall be precision fitted to insure positive closure. An AVB shall be installed downstream of the last shutoff valve and a minimum of six inches (6") above the highest outlet or overflow level on the nonpotable system. Vacuum breakers shall not be installed more than five feet (5') above the ground.
- A.7 REDUCED PRESSURE PRINCIPLE DEVICE (RPPD).** A reduced pressure principle device is an assembly of two (2) independently operating approved check valves with an automatically operating differential relief valves between the two (2) check valves, shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and approved testing agency for backflow prevention assemblies. The device shall operate to maintain the pressure in the zone between the two (2) check valves at a level less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two (2) pounds per square inch or less, the relief valve shall open to the atmosphere. These devices must be readily accessible for in-line maintenance and testing and must be installed in a location where no part of the device will be submerged.
- The device shall not be installed where the pressure can be maintained above the device's rated capacity. When the RPPD is located within a structure, it is recommended that a drain pipe be provided under the relief valve port of the device. An approved air gap between the port and the drain is required. All manufacturers' recommendations for the device shall be followed.
- A.8 HOSE BIBBS.** Hose bibbs shall be directional with built in backflow preventer. Hose bibbs will also have a drain down feature built in the unit.

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A.9 APPLICATION OF DEVICES. The type and complexity of the cross connection control device shall be determined by the Property Owner's Engineer in accordance with the CDPHE Cross Connection Control Manual. All applications shall be submitted to the District for review and approval. The determination of the type of device required shall be based on the degree of hazard caused to the public from contamination. The applications listed below may be used as a guideline but are not to be construed as the sole determining factor in selecting a device:

A.9.1 RESIDENTIAL IRRIGATION SYSTEMS (3/4 TO 1 INCH).

- A single Pressure Vacuum Breaker prior to all valves within a system (including Solenoid valves).
- Atmospheric Vacuum Breakers with single check valves downstream of every valve, including solenoid valves and gate valves for each zone.

A.9.2 COMMERCIAL IRRIGATION SYSTEMS (1-1/2" AND LARGER).

- Systems shall have a Reduced Pressure Principle Device. Solenoid Valves or Gate Valves can be downstream of the RPP.
- In systems with dual water supplies, injection systems for pesticides or fertilizer, or booster pumps, a Reduced Pressure Principle Device shall be required.

A.9.3 FIRE PROTECTION SPRINKLERS FOR BUILDINGS.

- On systems that have siamese connections, antifreeze, additives, booster pumps or dual feeds, a Reduced Pressure Principle Device shall be required.
- Systems that have no other source of connection except for the single main into the structure may use a Double Check Valve Assembly installed.

A.9.4 SWIMMING POOLS. Swimming Pools shall have a Reduced Pressure Principle Device, or an air gap. However, any system, which has a booster pump, or chlorine feed system that is dependent on a booster pump, shall have a Reduced Pressure Principle Device.

A.9.5 STOCK TANKS. Stock Tanks shall have a Reduced Pressure Principle Device on an Air Gap.

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A.9.6 SOLAR SYSTEMS. All two-fluid solar systems, whether utilized for space heat or domestic hot water preheat, shall be protected against the possible backflow of substances into the potable water distribution system as follows:

- In the case of a domestic hot water heating application where a primary circulation fluid is used to absorb heat from the solar collectors and is deemed to have an inherent toxicity, the exchange of heat from the circulation fluid to the potable water shall be done by way of an approved double-walled exchanger.
- In the case of a two-fluid space heating application, with or without domestic hot water preheat capabilities, there shall be no connection, direct or indirect, between the primary circulation medium and the potable system. The exchange of heat between the storage medium and potable water shall be accomplished through the use of an approved double-walled exchanger.
- In the case of a single-fluid solar domestic hot water heating system that utilizes draindown design for freeze protection, drain lines from the system shall be extended to an approved, properly trapped and vented receptor with a visible air gap of at least three (3) times the diameter of the drain line with a fixed minimum air gap of two inches (2") above the flood level of the receptor.
- In the case of a solar air heating system that utilizes a fan coil unit to exchange heat from the hot air to preheat water for domestic uses, no backflow preventers will be required at the potable connection. However, if the fan coil unit utilizes drain-down freeze protection, the drain from the exchange coil shall conform to the requirements of the single-fluid drain solar domestic hot water systems.

A.9.7 BOILERS. Boilers shall have an air gap or Reduced Pressure Principle Device.

A.9.8 HOSPITALS, MORTUARIES AND MEDICAL BUILDINGS. Hospitals, mortuaries and medical buildings shall have a Reduced Pressure Principle Device.

A.9.9 STRUCTURES 40+ FEET HIGH. Structures larger than forty feet (40') in height measured from the water main to the highest fixture within the structure.

- A structure with no internal Booster Station shall have a Double Check Valve Assembly.

**BACA GRANDE WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

- A structure with a Booster Station or storage reservoir shall have a Reduced Pressure Principle Device.

A.9.10 INDUSTRIAL OR COMMERCIAL BUILDINGS. The required cross-connection or back-flow prevention device shall be determined by the District. The type and location of the device shall be shown on the drawings.

A.10 APPROVED CROSS CONNECTION CONTROL DEVICES.

A.10.1 The District Engineer shall insure correct models and sizes and approve all Cross Connection Control Devices. The term “Approved Cross Connection Control Device” shall mean a device that has been manufactured in full conformance with AWWA C510 or AWWA C511 and has met the laboratory and field performance specifications of the Foundation for Cross Connection and Hydraulic Research of the University of Southern California.

A.11 TESTING BACKFLOW PREVENTION DEVICES.

A.11.1 Backflow prevention devices shall be tested when installed and at the request of the District, no more frequently than annually. Testing shall be performed by a Certified Cross-Connection Control Technician. Testing shall be paid for by the Property Owner. Any and all testing of backflow prevention devices shall be supported by a written report from the Certified Cross-Connection Control Technician. The District shall maintain copies of the reports submitted by Property Owners. If a backflow prevention device is found to be insufficient during testing, the Property Owner shall repair or replace the backflow prevention device of same kind or as approved by the District within thirty (30) days. If a backflow prevention device that has been found to insufficient is not repaired or replaced within thirty (30) days, the District shall cease service to the property until the backflow prevention device is repaired or replaced.

**BACA GRANDE WATER AND SANITATION DISTRICT
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EXHIBIT B

WATER CONSERVATION STANDARDS

B.1 WATER CONSERVATION STANDARDS

B.1.1 COMPLIANCE. All improvements within the District shall comply with the following water conservation standards.

- Toilets shall not use more than (1.6) gallons per flush.
- Kitchen and lavatory faucets shall have aerators, laminar flow devices, or other fixtures that restrict flow to a maximum of (2.2) gallons per minute. No in-line flow control washers, orifices or other such fittings are permitted.
- Shower heads shall be constructed so as to limit flow to a maximum of approximately (2.2) gallons per minute. No in-line flow control, washers, orifices, or other such fittings are permitted.
- All residences, parks, median strips, landscaped public areas and landscaping surrounding condominiums, townhomes, apartments, commercial establishments, and developed nonurban areas shall utilize an automatic irrigation system operation.
- Irrigation systems, either manual or automatic, shall only be operated during off-peak energy usage periods (10:00 p.m. through 10:00 a.m.). Usage outside of this period shall be subject to fines as set forth in the Schedule of Fees and Charges. The District will consider written requests for waivers for irrigation outside of this period for the establishment of new vegetation. Written waivers issued by the District shall identify the expiration of the waiver period.

**BACA GRANDE WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

APPENDIX A

SCHEDULE OF FEES AND CHARGES

Resolution No. 2023-01-01**EIGHTH AMENDED AND RESTATED RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
BACA GRANDE WATER AND SANITATION DISTRICT****CONCERNING THE IMPOSITION OF VARIOUS FEES, RATES, PENALTIES AND
CHARGES FOR WATER AND SANITARY SEWER SERVICES AND FACILITIES**

WHEREAS, the Baca Grande Water and Sanitation District (the “**District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Saguache County, Colorado, and after approval of the District’s eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to acquire, construct, operate and maintain certain amenities and facilities benefitting property and inhabitants within the District, which amenities and facilities generally include water and sanitary sewer improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain water and sanitary sewer services to property and inhabitants within and without the boundaries of the District (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until such fees, rates, tolls, penalties and charges are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the acquisition, construction, installation, repair, replacement, improvement, reconstruction, operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within

and without the District maintained, and the health, safety and welfare of the District, its users and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the District incurs administrative and operational costs when property is transferred from one owner to another owner, or lots are consolidated or subdivided; and

WHEREAS, the establishment and continuation of fair and equitable fees and charges (collectively, the “**Fees and Charges**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Costs**”), which Costs are generally attributable to the persons and/or properties subject to such Fees and Charges, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, pursuant to § 32-1-1006(1)(g), C.R.S., the District is empowered to fix and from time to time increase or decrease tap fees; and

WHEREAS, the establishment of a fair and equitable fee (the “**System Development Fee**” or “**Tap Fee**”) to provide a source of funding to pay for the initial capital direct and indirect costs associated with the construction, installation and acquisition of the Facilities (the “**Capital Facilities Costs**”), which Capital Facilities Costs are generally attributable to each Lot and Commercial Lot (defined below), is necessary to provide for the common good and for the prosperity and general welfare of the District, its users and its inhabitants; and

WHEREAS, pursuant to §32-1-1001(2), C.R.S., the Board, as a governing body furnishing domestic water or sanitary sewer services directly to residents and property owners within or outside of the District, may fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer services only after consideration of the action at a public meeting held at least thirty (30) days after providing notice stating that the action is being considered and stating the date, time and place of the meeting at which the action is being considered; and

WHEREAS, pursuant to § 32-1-1001(2)(a), C.R.S., the Board provided the required thirty (30) days’ notice to the residents and property owners within and outside of the District; and

WHEREAS, the District finds that the Fees and Charges and Tap Fee (as defined below), as set forth in this Resolution, are reasonably related to the overall cost of providing the Facilities and Services and paying the Costs and Capital Facilities Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on December 15th, 2021, the Board adopted Resolution No. 2021-12-01, the Seventh Amended and Restated Resolution of the Board of Directors of Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Tolls, Penalties and Charges for Water and Sewer Services and Facilities (the “**Prior Fee Resolution**”); and

Eighth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

WHEREAS, the Board desires to adopt this Resolution to update the Prior Fee Resolution; and to amend and restate the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“Consolidation” shall include every action by which separate parcels of real property are combined into one parcel of real property.

“Subdivision” shall include every action by which one parcel of real property is divided into more than one parcel of real property.

“District Boundaries” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to §§32-1-101, *et seq.*, C.R.S., as well as properties outside of the District’s legal boundaries which receive service from the District, all as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“Due Date” means the date by which the Fees and Charges and Tap Fee are due, which Due Date is reflected on the Schedule of Fees.

“Fee Schedule” or **“Schedule of Fees and Charges”** means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“Lot” means each parcel of land established by a recorded final subdivision plat, or any other legally created parcel of land regardless of how created, and which is located within the District Boundaries.

“Property Owner” shall include all owners of real property, customers, users, residents, leaseholders and other recipients of District services.

“Residential Unit” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the District Boundaries.

“Transfer” or **“Transferred”** shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or other means by which real property is

sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser, or purchasers.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units are situated and specifically excluding any parcel owned by the District.

2. THE FEES AND CHARGES.

a. Service Fees and Charges. The Board has determined, and does hereby determine, that it is in the best interests of the District and its respective residents, users and property owners to impose, and does hereby impose the Fees and Charges set forth in the Schedule of Fees and Charges to fund the Costs. The Fees and Charges are hereby established and imposed in an amount as set forth by the District from time to time pursuant to an annual “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The current Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. Transfer Fee. The Fees shall include a separate payment imposed on any Transfer of a Lot (the “**Transfer Fee**”), except as set forth in section 2.e below.

c. Consolidation Fee. The Fees shall include a separate payment imposed on the Consolidation of lots (the “**Consolidation Fee**”). The Consolidation Fee shall be imposed on any and all Consolidations of a Lot by a Property Owner, except as set forth in section 2.e below. The Fee shall be imposed on each separate Lot that is being consolidated into a single, combined Lot. For purposes of clarity, the Consolidation Fee for a Consolidation shall be calculated based on the number of separate Lots that are being consolidated into a single, combined Lot, such that if two separate Lots are being consolidated into a single, combined Lot, the Consolidation Fee shall be doubled, and if three separate Lots are being consolidated into a single, combined Lot, the Consolidation Fee shall be tripled.

d. Subdivision Fee. The Fees shall include a separate payment imposed on the Subdivision of a Lot (the “**Subdivision Fee**”). The Subdivision Fee shall be imposed on any and all Subdivisions of a Lot by a Property Owner, except as set forth in section 2.e below. The Fee shall be imposed on each separate Lot that results from Subdivision process. For purposes of clarity, the Subdivision Fee for a Subdivision shall be calculated based on the number of separate Lots that result from the Subdivision process such that if one Lot is subdivided into two Lots the Subdivision Fee shall be doubled, and if one Lot is subdivided into three separate Lots, the Subdivision Fee shall be tripled.

e. Exceptions. The following transactions shall be exempt from payment of the Transfer Fee, the Consolidation Fee, and the Subdivision Fee, except to the extent the

District determines that the transaction is being undertaken for the purpose of improperly avoiding the Fees and Charges:

i. Any Transfer, Consolidation, or Subdivision wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is a party.

ii. Any Transfer, Consolidation, or Subdivision by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the applicable fees shall apply.

iii. Any Transfer, Consolidation, or Subdivision of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer, Consolidation, or Subdivision made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a prior transaction; making minor boundary adjustments without creating any new Lot; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any Transfer, Consolidation or Subdivision made pursuant to any decree or order of a court of record quieting, determining, or declaring title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

f. The Board has determined, and does hereby determine, that the Fees and Charges are reasonably related to the overall cost of providing the Facilities and Services, and are imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

g. The revenues generated by the Fees and Charges will be accounted for separately from other revenues of the District, specifically *ad valorem* property tax revenues, if applicable. The revenue from Fees and Charges will be used solely for the purpose of paying Costs, and, if *ad valorem* property tax revenues are available, may not be used by the District to pay for general administrative costs of the District. This

restriction on the use of the Fees and Charges revenue shall be absolute and without qualification.

h. The Board has determined, and does hereby determine, that the Fees and Charges are calculated to defray the cost of funding the Costs and to reasonably distribute the burden of defraying the Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. WATER TAP FEE/SEWER TAP FEE. A one-time Water Tap Fee/Sewer Tap Fee is hereby established and imposed upon each Residential Unit within the District Boundaries in the amounts set forth in the Schedule of Fees and Charges.

4. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Fees and Charges and Tap Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Twenty Dollars (\$20.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. The District will also assess a fee of Thirty Dollars (\$30.00) in the event a payment is declined due to insufficient funds. Interest will also accrue on any outstanding Fees and Charges and Tap Fee, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 12% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees, court costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

5. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Baca Grande Water and Sanitation District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

6. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Saguache County, Colorado.

7. CERTIFICATION OF ACCOUNT TO COUNTY TREASURER. Pursuant to §32-1-1101(1)(e), C.R.S., the Board may elect to certify any delinquent account and late fees

Eighth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

satisfying the criteria established therein to the Saguache County Treasurer for collection with the District's *ad valorem* property taxes. The certification process may be in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and Saguache County policy.

8. **SHUT OFF OR DISCONTINUATION OF SERVICE.** Pursuant to § 32-1-1006(1)(d), C.R.S., the Board may elect to shut off or discontinue water and/or sewer service for delinquencies. The shut off or discontinuation of service may be in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees associated with the shut off or discontinuation of service as set forth in the Schedule of Fees and Charges.

9. **SEVERABILITY.** If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

10. **THE PROPERTY.** This Resolution shall apply to all property within the District's boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

11. **EFFECTIVE DATE.** This Resolution shall become effective as of the Effective Date set forth on **Exhibit A**.

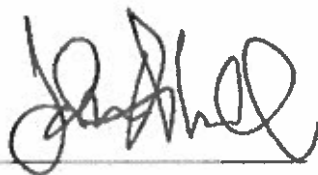
ADOPTED this 18th day of January, 2023.

BACA GRANDE WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado



Officer of the District


ATTEST:



Eighth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

APPROVED AS TO FORM:

LAW OF THE ROCKIES



General Counsel to the District

EXHIBIT A

**BACA GRANDE WATER AND SANITATION DISTRICT
Schedule of Fees and Charges, Effective January 1st, 2023, unless otherwise indicated**

WATER TAP FEE/SEWER TAP FEE

This fee is a one-time contribution per lot required of new Customers (or existing Customers having change of use) to be used for capital investment in regional facilities and District operations. This fee shall be due at the time of application for service. The Water Tap Fee /Sewer Tap Fee is subject to change at the discretion of the Board. The EQR determination and tap fee for both the water and sewer tap are based on the size of the water tap as set forth below.

Water Tap Size	EQR	Water Tap Fee	Sewer Tap Fee	Total Fee for both Water and Sewer Tap
¾"	1	\$ 5,000	\$ 5,000	\$ 10,000
1"	2	\$ 10,000	\$ 10,000	\$ 20,000
1 ½"	5	\$ 25,000	\$ 25,000	\$ 50,000
2"	8	\$ 40,000	\$ 40,000	\$ 80,000
3"	16	\$ 80,000	\$ 80,000	\$ 160,000
4"	36	\$ 180,000	\$ 180,000	\$ 360,000

Larger than 4" As Determined by District

NOTE: In low pressure areas (having a static pressure less than 40 psi) designed by the District Engineer, the Manager may permit the use of a 1" tap at the same fee as a ¾" tap.

CONNECTION FEE

This fee is intended to cover the cost of the equipment and installation of the water and sewer tap, curb stop valve and meter pit assembly required to connect new water and sewer service to the District's services. Connection fees include costs to inspect the backfill and final grade of the new service line. If repeat inspection services are required due to unacceptable installation or improper scheduling, then the District will charge additional re-inspection fees as stated herein, per occurrence.

All connection fees for all tap sizes will be the amount of the current costs for labor and materials. At the time of application, the District will provide an estimate of the current costs for labor and materials that must be paid by the Customer before the application will be processed by the District. Should the actual costs of labor and materials be more than the estimate, the Customer shall be responsible for the amount of actual costs over the estimate.

Eighth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

MONTHLY WATER SERVICE CHARGES

Water Base Rate			
Tap Size	Equivalent Residential Units	2022	January - 2023
¾"	1	\$ 43.75	\$ 48.13
1"	2	\$ 87.50	\$ 96.25
1 ½"	5	\$ 218.75	\$ 240.63
2"	8	\$ 350.00	\$ 385.00
3"	16	\$ 700.00	\$ 770.00
4"	36	\$ 1,575.00	\$ 1,732.50

Water Volume Rate				
Tap size	Equivalent Residential Units	Unbilled	Tier 1	Tier 2
¾"	1	4,000	10,000	>10,000
1"	2	8,000	20,000	>20,000
1 ½"	5	20,000	50,000	>50,000
2"	8	32,000	80,000	>80,000
3"	16	64,000	160,000	>160,000
4"	36	144,000	360,000	>360,000
January 1, 2023		\$0.00/1,000	\$2.59/1000	\$5.16/1000

Sewer Base Rate			
Meter Size	Equivalent Residential Units	2022	January - 2023
¾"	1	\$ 37.03	\$ 40.73
1"	2	\$ 74.06	\$ 81.47
1 ½"	5	\$ 185.15	\$ 203.67
2"	8	\$ 296.24	\$ 325.86
3"	16	\$ 592.48	\$ 651.73
4"	36	\$ 1,333.08	\$ 1,466.39

Eighth Amended and Restated Resolution of the Board of Directors of the Boca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

<u>REINSPECTION FEE OR RETURN VISIT FEE</u>	\$	150.00 / hour (2 hour minimum)
<u>METER MAINTENANCE SERVICE FEE</u>	\$	40.00 / hour (1 hour minimum)
<u>METER COST</u>		Current cost to District
<u>WATER TURN ON/TURN OFF</u>	\$	25.00 each on/off (Customer Requested)
<u>SEWER SERVICE</u>	\$	40.00 / hour (1 hour minimum)

MISCELLANEOUS FEES:

<u>FIRE HYDRANT METER FEES</u>		
Meter Assembly Rental Deposit	\$	2,000.00
Monthly Fee	\$	10.00 / 1,000 gallons

<u>FORECLOSURE FEE</u>	\$	2,000.00 / incident
Plus all costs of engineering and attorneys' fees		

<u>HEARING FEE - DISPUTES</u>	\$	250.00
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INCLUSION FEES

Application Fee	\$	500.00
Pre-Inclusion Fee	\$	1,000.00
Initial Deposit	\$	10,000.00 (non-refundable)
Incremental Refundable Deposits of	\$	5,000.00

For actual time and expenses incurred over the \$10,000 initial deposit, including but not limited to costs of publication of notices, management, and engineering and attorneys' fees.

EXCLUSION FEES

Application Fee	\$	500.00
Pre-Exclusion Fee	\$	1000.00

Eighth Amended and Restated Resolution of the Board of Directors of the Boca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

Initial Deposit	\$ 5,000.00 (non-refundable)
Incremental Refundable Deposit of	\$ 1,500.00

For actual time and expenses incurred over the \$5,000 initial deposit, including but not limited to costs of publication of notices, management, and engineering and attorneys' fees.

PERMIT FEES:

Line Extension Permit	\$ 250.00
Disconnection or Reconnection Permit	\$ 1,000.00

PLAN REVIEW FEES

Actual Time and expenses incurred by District, and/or \$40/hour for District staff

AVAILABILITY OF SERVICE FEES

Annual Fee per lot within 100 feet of District water and/or sewer lines	\$ 200.00
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TRANSFER, CONSOLIDATION, AND SUBDIVISION FEES

For transfer of ownership of property; per lot	\$ 350.00
For consolidation of property; per lot consolidated	\$ 500.00
For subdivision of property; per resulting lot	\$ 500.00

WATER QUALITY SAMPLING FEES

Any property owner or customer requesting a contaminant testing shall pay the current laboratory fees for each of the requested tests, and pay the hourly rate for district personnel time for applicable pickup and delivery.

PENALTY FEES / FINES:

Excavation During Non-Excavation Period \$ 5,000.00 (bond)
 December 1 through March 31 of each year. The District may adjust the no-excavation period based on actual weather conditions. The bond is security for repairs which may be required due to damage to the District's existing facilities.

Installation of any non-metered device \$ 1,000.00 / occurrence
 Installation of any device (i.e., "jumper") to allow for circumvention of the District's monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee. Such fines shall, until paid, constitute a lien upon the subject property, pursuant to Section 32-1-1001, C.R.S.

Eighth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

Failure to Possess Rules and Regulations \$ 1,000.00 / occurrence
Failure to purchase and/or have a copy of the Baca Grande Water and Sanitation District Rules and Regulations, and updates, and approved construction plans on site during construction.

Failure to Possess Permit \$ 500.00 / occurrence
Failure to obtain a permit and/or have permit on-site during construction.

Repair of Broken or Damaged Water Meters, Meter Pits and Curb Stop Boxes 100%¹

Unauthorized Tampering with District systems or meters: \$ 2,000.00 / incident
Plus actual cost of damage, expense, and loss.

Unauthorized Connection Fee \$ 2 x the current then-current tap fee
Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

PAYMENTS: Payment may be made online through the instructions at www.bacawater.com/xpressBillPay.html, or made payable to the Baca Grande Water and Sanitation District and sent to the following address for receipt by the Due Date:

Baca Grande Water and Sanitation Payment Processing Center
PO Box 397
Pleasant Grove, UT 8406

¹ A) If a Customer damages or breaks their water meter, the Customer shall pay 100% of the associated costs for the repair and/or replacement of the water meters, meter pits and curb stop boxes, plus any attorneys' fees incurred to collect associated costs.

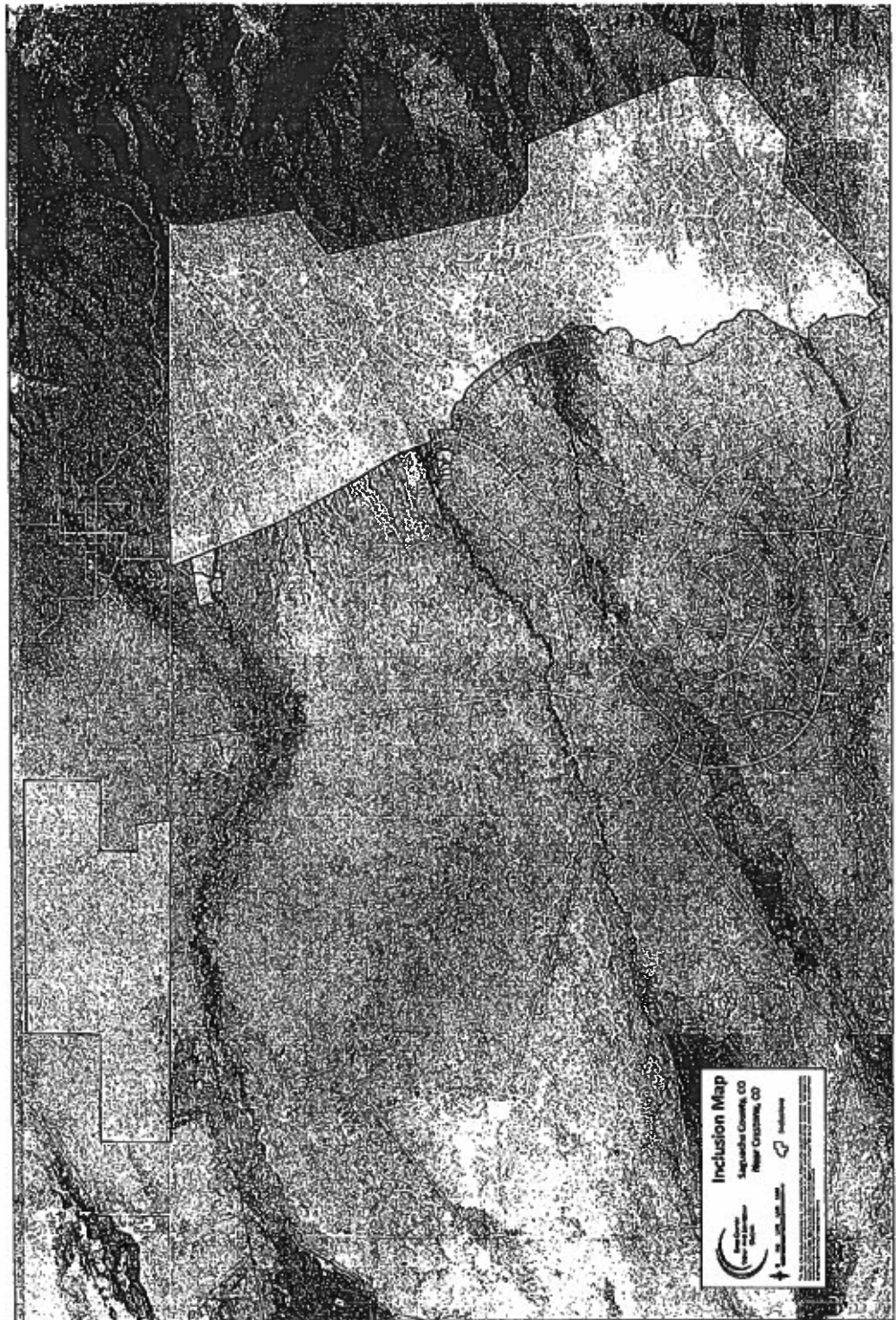
B) The District will notify the Customer of the broken or damaged water meters, meter pits and curb stop boxes and the costs of repair and/or replacement. A copy of the invoice for the work will be included with the notice. The Customer will reimburse the costs to the District within thirty (30) days of receipt of the notice.

C) If reimbursement is not received by the District within thirty (30) days of the notice, the costs will be added as a charge to the Customer's water bill for the next billing cycle.

EXHIBIT B

BACA GRANDE WATER AND SANITATION DISTRICT

District Boundaries



Eighth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

The Baca Grande as shown on map recorded on May 12, 1971 as document number 199438 in the office of the Recorder of the County of Saguache, Colorado, which area includes Chalet lots 1 through 2420 inclusive, Mobile Home Estates lots 1 through 2620 inclusive, and Tracts A and B and Tracts G through R-R inclusive, all as shown on the aforementioned map.

EXCEPTING therefrom that portion thereof lying westerly and southwesterly of the following described line Beginning at Boundary Point 31 as shown on sheet T 2 of 2 of said map. Thence, Southeasterly in a direct line to the most northerly corner of Grant Number 1511 as shown on Sheet GR 22 or 22 of said map, Thence, Southerly along the generally easterly boundary of the Grants Unit One as shown on said Map to the most easterly corner of Grant number 927 as shown on Sheet GR 21 or 22 of said Map. Thence, Southerly in a direct line to boundary point 19 as shown on above mentioned Sheet T 2 of 2.

TOGETHER WITH

A part of THE LUIS MARIA BACA GRANT #4 as described in a patent dated February 20, 1900 from the United States to the heirs of Luis Maria Baca and recorded in Book 86 at Page 20 in the office of the Clerk and Recorder of Saguache County, Colorado, more particularly described as follows:

Commencing at Boundary Point #10 of THE BACA GRANDE CHALETS UNIT ONE as shown on Sheet T2 of 2 of the boundary map of said subdivision; Thence S22°03'07"E along the west boundary of said CHALETS UNIT ONE a distance of 793.19' to the TRUE POINT OF BEGINNING; Thence S22°03'07"E along said west boundary a distance of 926.67'; Thence S77°28'15"W a distance of 334.79'; Thence N66°30'50"W a distance of 242.19'; Thence S86°12'25"W a distance of 300.53'; Thence N80°20'45"W a distance of 174.19'; Thence N24°57'58"E a distance of 331.25'; Thence N3°23'11"E a distance of 449.86'; Thence N81°25'48"E a distance of 511.96' to the TRUE POINT OF BEGINNING, containing 14.124 acres more or less.

TOGETHER WITH

Eighth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

A parcel of land, being a part of the LUIS MARIA BACA GRANT NO. 4 as described on patent, dated February 20, 1900, from the United States to the heirs of Luis Maria Baca, recorded in Book 86 at Page 20 of the records of the Clerk and Recorder, County of Saguache, State of Colorado, more particularly described as follows:

Commencing at Boundary Point 10 of THE BACA GRANDE CHALETS UNIT ONE as shown on sheet T2 of 2; thence S13°30'08"W a distance of 837.74 feet to the TRUE POINT OF BEGINNING on the west boundary of the District; then along said west boundary for the following four (4) courses: thence S3°30'17"W a distance of 301.20 feet; thence S26°35'45"W a distance of 291.65 feet; thence S4°22'02"W a distance of 180.05 feet; thence N80°20'45"W a distance of 91.92 feet; thence N57°09'40"W a distance of 191.49 feet; thence S78°40'20"W a distance of 325.43 feet; thence S86°20'50"W a distance of 177.97 feet; thence S50°25'50"W a distance of 241.29 feet; thence N13°30'08"W a distance of 709.78 feet; thence S89°59'15"E a distance of 144.88 feet; thence N81°25'48"E a distance of 1130.95 feet to the TRUE POINT OF BEGINNING, containing 692,455 square feet or 15.897 acres, more or less.

All bearings are based on a bearing of S22°03'07"E between boundary points 10 and 39 of said CHALETS UNIT ONE.

Total Perimeter = 3794.62 feet
Contiguous Perimeter = 872.83 feet

TOGETHER WITH

Baca Grande Chalets, unit number two, as recorded with the County Clerk and Recorder of Saguache County, Colorado, as a final plat, as document number 200839, on February 14, 1972.

TOGETHER WITH

A part of THE LUIS MARIA BACA GRANT #4 as described in a patent dated February 20, 1900 from the United States to the heirs of Luis Maria Baca and recorded in Book 86 at Page 20 in the office of the Clerk and Recorder of Saguache County, Colorado, more particularly described as follows:

Commencing at Boundary Point #10 of THE BACA GRANDE CHALETS UNIT ONE as shown on sheet T2 of 2 of the boundary map of said subdivision; Thence S16°11'31"W a distance of 1612.06' to the TRUE POINT OF BEGINNING; Thence S80°20'45"E a distance of 249.97'; Thence S12°51'15"E a distance of 244.31'; Thence S77°08'45"W a distance of 230.93'; Thence N12°51'15"W a distance of 340.00' to the TRUE POINT OF BEGINNING, containing 1.549 acres more or less.

All bearings are based on the bearings shown on the recorded plat of THE BACA GRANDE CHALETS UNIT ONE SUBDIVISION.

TOGETHER WITH

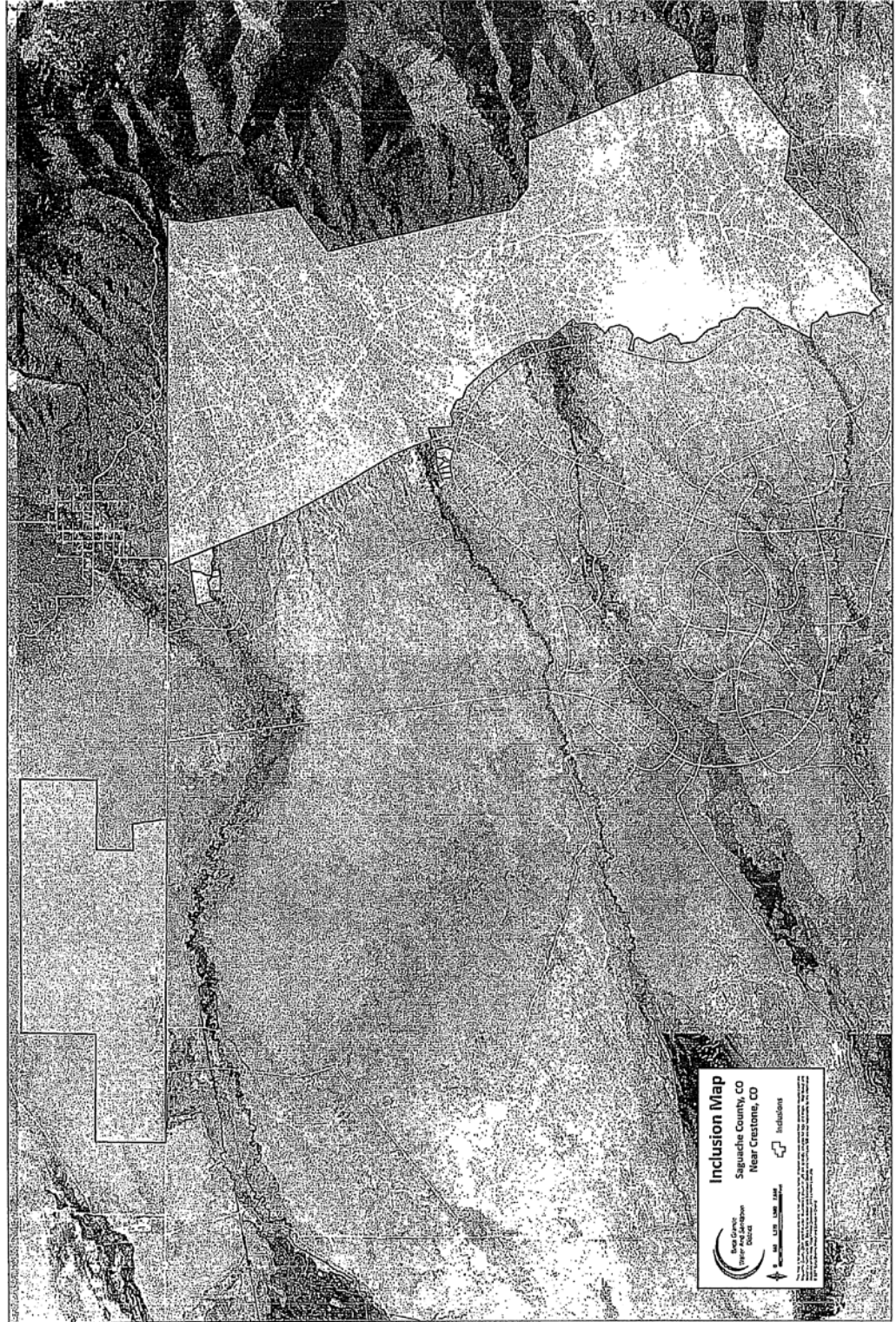
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EXHIBIT B

BACA GRANDE WATER AND SANITATION DISTRICT

District Boundaries



*Sixth Amended Resolution of the Board of Directors of the Baca Grande Water and Sanitation District
Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services
and Facilities*

The Baca Grande as shown on map recorded on May 12, 1971 as document number 199438 in the office of the Recorder of the County of Saguache, Colorado, which area includes Chalet lots 1 through 2420 inclusive, Mobile Home Estates lots 1 through 2620 inclusive, and Tracts A and B and Tracts G through R-R inclusive, all as shown on the aforementioned map.

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TOGETHER WITH

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**BACA GRANDE WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

APPENDIX C

**WATER & SEWER HOOK-UP/AVAILABILITY OF SERVICE
PERMIT APPLICATION**

BGWSD: WATER – SEWER HOOK-UP PROCESS OVERVIEW

If you are requesting a tap size larger than the standard ¾” tap size, contact our office before proceeding with the application, as additional information and fees are required. We may be reached at (719) 256-4310.

- a) APPLICATION FOR WATER-SEWER HOOK-UP: You must include the following when applying for a new water–sewer hook-up:
 - a. A copy of Rules and Regulations must be onsite during construction at all times.
 - b. Payment for any outstanding tap fee balance. The tap fee for the property must be paid in full for the size tap being requested.
 - c. A completed “WATER & SEWER HOOK-UP” application form.
 - d. A completed “WATER-SEWER HOOK-UP PERMIT” application form. This includes the information on the portable toilet.
 - e. A payment of \$2,800 for parts and materials for a ¾” tap hook-up. If a larger size tap is required, contact our office for the correct payment amount.
 - f. Confirmation that the excavator has submitted to the District a Certificate of Insurance for \$1,000,000 Liability with underground hazard rider and in accordance with District rules and regulations.
 - g. If the hook-up is to occur between December 1 and March 31, the excavator must obtain a \$5,000 bond for the project and provide the District with proof of the bond.
 - h. For your convenience, we’ve included information on how to sign up for Xpress Bill Pay online payments & a listing of local contractors.
1. SITE VISIT: Operations Staff conducts a site visit and approves project concept.
2. PERMIT: A permit must be issued by the District before any work can begin.
3. FINAL INSPECTION: A final inspection and acceptance of work completed will be conducted by the District.

The above items may be submitted by mail or dropped off at the following address:

Baca Grande Water and Sanitation District
57 Baca Grant Way S
PO Box 520
Crestone, CO 81131



WATER AND SEWER HOOK-UP APPLICATION FORM

This application is a request to connect to the Baca Grande Water and Sanitation District (“District”) water and sewer system. All connections must be made in accordance with the District’s rules and regulations as may be amended from time to time. Failure to comply with the District’s rules and regulations is subject to penalties and fines.

All fees are subject to the District’s current fee schedule. Please include a copy of a Driveway & Site Plan.

<i>Property Owner Information</i>		
Name:	Phone:	
Unit:	Lot #:	
Platted Street:		
Mailing Address:		
City:	State:	Zip Code:
<i>Applicant Information</i>		
Name:	Phone:	
Address:		
City:	State:	Zip Code:
<i>Building Description</i>		
Number of Bedrooms:	Bathrooms:	Square Footage:
Excavating Contractor: _____		
<small>(Must post Certificate of Insurance for \$1,000,000 Liability with underground hazard rider and in accordance with District rules and regulations)</small>		
<i>Commercial Toilet</i>		
Company Delivered From:	Date Delivered:	
<i>No construction shall begin without a commercial toilet onsite.</i>		
<i>Baca Grande Water and Sanitation District Requirements</i>		

The following materials will be provided by the District at the Applicant’s or Owner’s expense. The Applicant or Owner shall pay all applicable fees for materials upon submittal of this Application and prior to the commencement of construction.

Initial ALL:

- _____ Water Meter
- _____ Meter Box
- _____ Pressure Reducing Valve (PRV)
- _____ MXU-M Radio Touch Pad button

- _____ If the home is lower than the street: you MUST install a sewer pump & backflow preventer.
- _____ All permit fees & sewer & water hook-up fees shall be paid at the time of application & before construction begins.

The following requirements are applicable for all water and sewer connections. Initial ALL:

- _____ Applicant/Owner is responsible for excavation arrangements and costs.
- _____ Applicant/Owner will install water and sewer service lines to the District’s system. All improvements from the tap are the property and the responsibility of the property owner.
- _____ Water and sewer lines must be at least ten (10) feet apart both horizontally and vertically.
- _____ Upon connection, all service charges are due and owing at the then-current rate. The connection to the District system is perpetual.
- _____ **Note:** Permit shall expire 18 months after the date of issuance. Permit fees are not refundable after 18 months.
- _____ **All improvements SHALL BE inspected by the District BEFORE being buried. If inspection is not made by the District, appropriate fines will be assessed.**

The undersigned Applicant/Owner hereby agrees to abide by all of the rules and regulations of the District, as amended from time to time without notice. **Additionally, applicant understands once the Water Sewer Hookup is complete, the customer account becomes a usage account with a monthly base rate charge.**

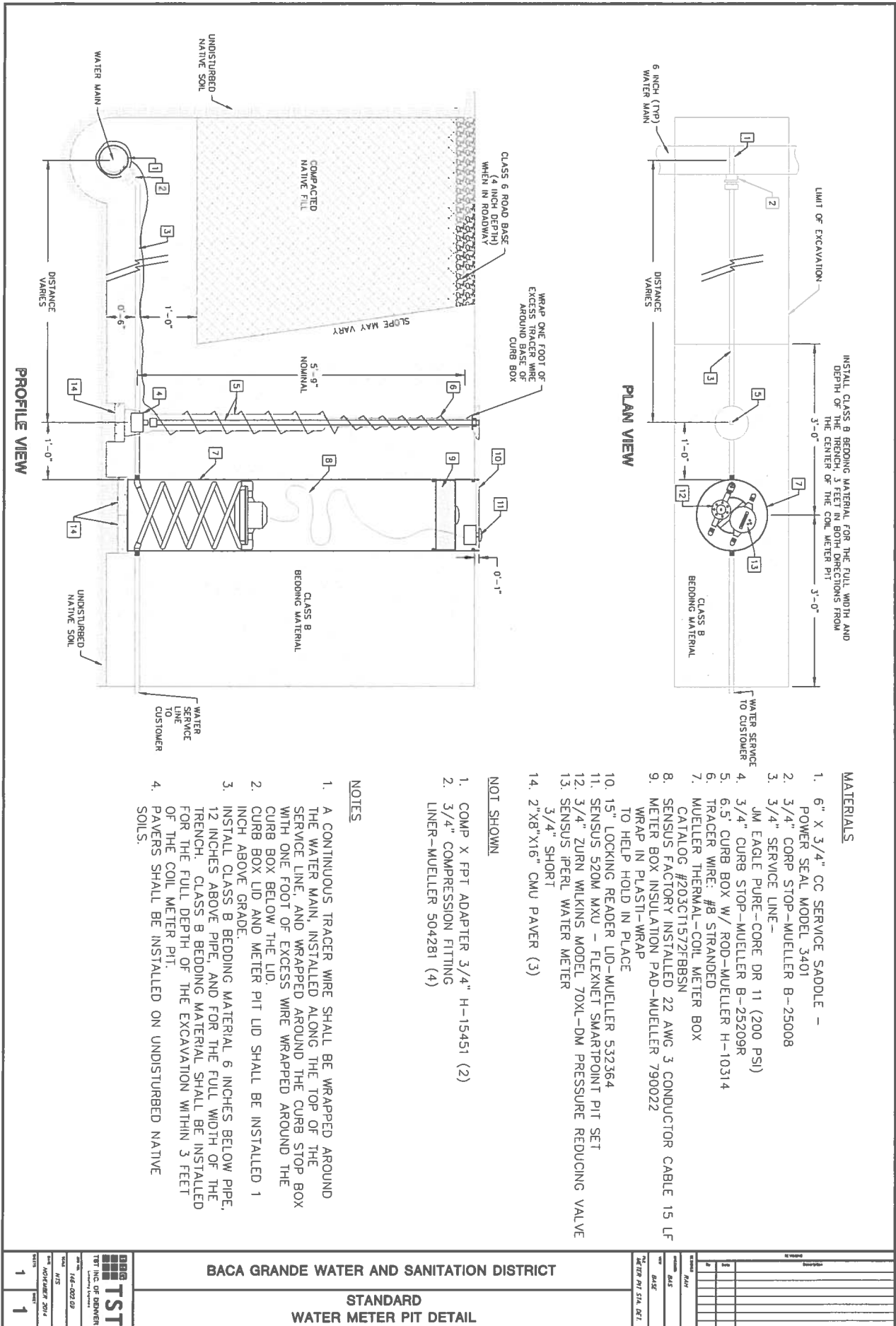
_____ District Manager Signature	_____ Date	_____ Applicant/Owner Print Name	_____ Date
_____ Utility Superintendent Signature	_____ Date	_____ Applicant/Owner Signature	_____ Date

Contractor List

EXCAVATORS	PHONE
Gardner Excavating Inc 7075 Rodeo Ln Alamosa, CO 81101	719-589-9389
Mark Potter PO Box 523 Crestone, CO 81131	719-256-4063
Robins Construction 38767 Hwy 17 Antonito, CO 81120	719-376-2351
Rocky Mountain Septic 6349 CR 106.65 S Alamosa, CO 81101	719-589-4263
Skoglund Excavating Inc PO Box 209 Moffat, CO 81143	719-256-4447
Weaver's Level Best Septic & Excavation	719-580-3300 719-589-3484

PLUMBERS	PHONE
Jerry's Plumbing and Heating	719-589-2204 719-589-2204
Steffens Plumbing and Heating	719-589-0257
Vendola	719-589-5811

PORTABLE TOILETS	PHONE
Brian's Septic	719-274-5350
Brown's Septic	719-657-3022
Mondragon Porta-potties	719-580-8796
Rocky Mountain Septic	719-589-4263
Waste Management	719-852-2672
Weaver's Level Best Septic & Excavation	719-580-3300 719-589-3484



INSTALL CLASS B BEDDING MATERIAL FOR THE FULL WIDTH AND DEPTH OF THE TRENCH 3 FEET IN BOTH DIRECTIONS FROM THE CENTER OF THE COIL METER PIT

PLAN VIEW

PROFILE VIEW

MATERIALS

1. 6" X 3/4" CC SERVICE SADDLE - POWER SEAL MODEL 3401
2. 3/4" CORP STOP-MUELLER B-25008
3. 3/4" SERVICE LINE - JM EAGLE PURE-CORE DR 11 (200 PSI)
4. 3/4" CURB STOP-MUELLER B-25209R
5. 6.5" CURB BOX W/ ROD-MUELLER H-10314
6. TRACER WIRE: #8 STRANDED MUELLER THERMAL-COIL METER BOX CATALOG #203C11572FBSSN
7. SENSUS FACTORY INSTALLED 22 AWG 3 CONDUCTOR CABLE 15 LF METER BOX INSULATION PAD-MUELLER 790022
8. WRAP IN PLASTI-WRAP TO HELP HOLD IN PLACE
9. 10. 15" LOCKING READER LID-MUELLER 532364
11. SENSUS 520M MXU - FLEXNET SMARTPOINT PIT SET
12. 3/4" ZURN WILKINS MODEL 70XL-DM PRESSURE REDUCING VALVE
13. SENSUS PERL WATER METER 3/4" SHORT
14. 2"X8"X16" CMU PAVER (3)

NOT SHOWN

1. COMP X FPT ADAPTER 3/4" H-15451 (2)
2. 3/4" COMPRESSION FITTING LINER-MUELLER 504281 (4)

NOTES

1. A CONTINUOUS TRACER WIRE SHALL BE WRAPPED AROUND THE WATER MAIN, INSTALLED ALONG THE TOP OF THE SERVICE LINE, AND WRAPPED AROUND THE CURB STOP BOX WITH ONE FOOT OF EXCESS WIRE WRAPPED AROUND THE CURB BOX BELOW THE LID.
2. CURB BOX LID AND METER PIT LID SHALL BE INSTALLED 1 INCH ABOVE GRADE.
3. INSTALL CLASS B BEDDING MATERIAL 6 INCHES BELOW PIPE, 12 INCHES ABOVE PIPE, AND FOR THE FULL WIDTH OF THE TRENCH. CLASS B BEDDING MATERIAL SHALL BE INSTALLED FOR THE FULL DEPTH OF THE EXCAVATION WITHIN 3 FEET OF THE COIL METER PIT.
4. PAVERS SHALL BE INSTALLED ON UNDISTURBED NATIVE SOILS.

BACA GRANDE WATER AND SANITATION DISTRICT
STANDARD
WATER METER PIT DETAIL

TST
 TST INC. OF DENVER
 166-0002 02
 11/14/2014
 1 1

Announcing...

The Easiest Way to Pay Your Bill

Our new online bill pay option saves you time and gives you more flexibility in how you pay your bill.

If you have an Internet connection and an email address, you can now pay your bill online. You are also able to "opt in" to paperless billing and receive an email notification when your bill is ready to view. It's fast, it's easy, and you no longer have to write a check each month or find a stamp when it's time to send in your payment.

How It Works

We have partnered with **Xpress Bill Pay**, the premier provider for online bill payment.

When you sign up for online bill payment you get a unique password that you use to access your personal account at **www.xpressbillpay.com**. Every month we'll send you a reminder email to let you know when your bill is online.

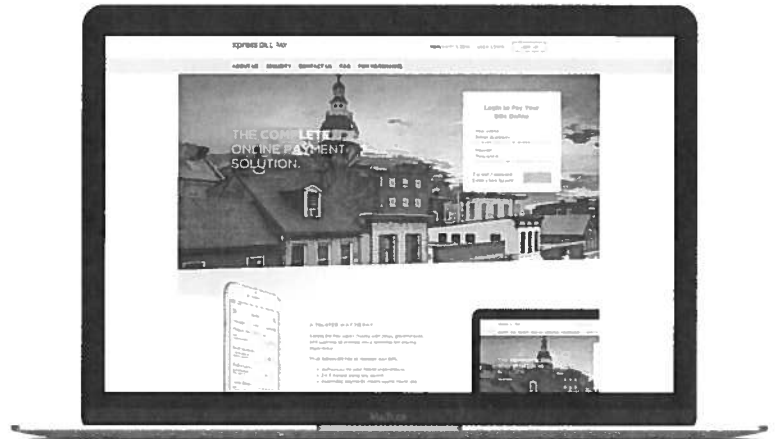
Then, just log in through your Web browser and view your bill, which will look like the paper statement you're familiar with. Select a payment type — credit card, debit card, or electronic funds transfer — enter the information, and you're done!

It's that easy, and it only takes you a few minutes each month.

We're offering this service at the request of customers like you. Sign up today and see why so many people consider this the best way to pay their bills.

Online Bill Payment Facts

- It's free to sign up for online bill payment at **www.xpressbillpay.com**.
- You can pay your bills with a credit or debit card, or you can transfer funds directly from your checking account.
- You can pay your bill from anywhere. Users outside the U.S. can contact our Payment Center anytime to make a payment or to set up an Auto Pay.
- No need to worry about late payments if you're out of town when your bill is due.



- After you complete the transaction, you can receive an email receipt to confirm that the payment went through.
- You can view up to a year's history of your account online, so you can compare your current bill to a year ago.
- If you'd like, you can select the Auto Pay option and your bill will be paid automatically each month.

What To Do Next

If you're ready to get started with the convenience of online bill payment, here's what to do:

1. Go to **www.xpressbillpay.com**. We have partnered with Xpress Bill Pay to provide you with online bill payment service.
2. Click on the "Go" button below "New to Xpress Bill Pay?" and complete the short registration form including email address and password.
3. Select your billing organization and follow the prompts for linking your bill.
4. Once your bill is added to your account, you can view and pay your bill online, or setup a recurring auto payment schedule.

And There's More!

Along with being able to make a payment online at any time you can also call the payment assistance center to make a payment over the phone. Call 1-800-720-6847 or 1-385-218-0338 (from outside the U.S.) to speak with an agent and make your payment today! A phone payment fee may apply.

xpress BILL PAY

BACA GRANDE WATER AND SANITATION DISTRICT RULES AND REGULATIONS

serving a subdivision shall extend to the center of boundary streets, to boundary lines or to the outside of paved areas as noted on the approved plans.

- 9.13 MINIMUM DEPTH.** All pipes shall be installed with a minimum of five feet (5') and a maximum of ten feet (10') of cover from finished grade of street to the top of the pipe.
- 9.14 CORROSION PROTECTION SYSTEMS.** Polyethylene wrap shall be used on all cast iron or ductile iron pipe, fittings, rods, and appurtenances per AWWA C-105. If soil resistivity is less than one thousand (1,000 ohm-cm), a corrosion protection system shall be designed by a corrosion engineer.
- 9.15 SERVICE CONNECTIONS.** Refer to Article 12, Water Service Lines of this section for service line requirements and specifications.
- 9.16 BOOSTER PUMPS.** Booster pumps installed for private use shall be the responsibility of the Property Owner. Booster pump installations shall be designed by a Licensed Engineer and the design shall be submitted to the District for approval by the District's engineer. A backflow prevention device with a minimum two-pipe diameter air gap shall be required for all booster pump installations.

**BACA GRANDE WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

ARTICLE 12. SERVICE LINES

12.1 GENERAL PROVISIONS

- 12.1.1 GENERAL.** A Water & Sewer Hook-up/Availability of Service Permit is required before any digging can take place.

Purchase of a Water & Sewer Hook-up/Availability of Service Permit obligates the Developer to strictly adhere to all of the District's Rules and Regulations that pertain to water service line connections. Exceptions to the District's Rules and Regulations may be made only upon application in writing to the Manager.

Jumpers are not allowed in this District. Water use is prohibited without the use of a meter or without prior written permission from the District. If this provision is violated, the Property Owner of the offending service shall be immediately assessed a fine per incident as set forth in the District's Schedule of Fees and Charges as set forth in Appendix A.

Reminders:

- A Water & Sewer Hook-up/Availability of Service Permit is required before any digging or excavation of any kind commences.
- If at any time a problem or questions occur, please be sure to contact the District for instructions before proceeding with a connection.
- Any variances from the provisions of these Rules and Regulations must be requested in writing and approved by the District.

12.2 GENERAL REQUIREMENTS

- 12.2.1 WATER SERVICE SIZE.** Water services shall be adequately sized to meet the requirements of the facility being served. The minimum size water service shall be three-quarters of an inch (3/4").

The service line and meter shall be sized according to AWWA manual M22: "Sizing Water Service Lines & Meters" and shall be approved by the District on the basis of:

- Number of units serviced.
- Number of fixtures.

BACA GRANDE WATER AND SANITATION DISTRICT RULES AND REGULATIONS

- Length of service line.
- Total GPM required.
- Annual consumptive demand.

The District may require the installation of a meter a size smaller than the service pipe in cases where the full capacity of a previously used service pipe is not required.

Service lines shall be of the same type material from beginning to end, unless the appropriate insulator is installed at the junctions of dissimilar metals and unless approved by the District.

Service lines shall be the same size as the corporation stop unless written permission is given by the District.

12.2.2 WATER SERVICE LINE LOCATIONS. District approval of service line locations is required for all services. Water service lines at the curb stop shall be no deeper than six feet (6'). Water service lines shall be a minimum of two feet (2') from the property line. If any portion of the service line is to be located under a hard surface, such as driveway, then the service line will be sleeved in SDR-35 pipe, or if joint trenching is approved by the District.

12.2.3 METERS. Meters will be furnished and installed by the District. The District will furnish the meter and remote reader for all services. The District will furnish and install all materials from the main to the pressure regulator, including the corporation stop, curb stop, meter, pressure regulator, meter box, curb box, and any associated valves. The charge for District furnished meters is set forth in the District's current Schedule of Fees and Charges as shown in Appendix A.

Water meters shall be set when the Property Owner requests water for the structure. Meter installation shall be requested from the District at least seven (7) days in advance. The District only provides meter sets Tuesday through Thursday, excluding holidays. If the meter cannot be installed due to improper preparation, a fee shall be assessed for each return for installation as set forth in the District's Schedule of Fees and Charges. If the building is occupied prior to a meter set, a fine shall be assessed as set forth in the District's Schedule of Fees and Charges. Meter sets in cold months must have a heat source available.

The District will supply the water meter, which is paid for when the fee for the Water & Sewer Hook-up/Availability of Service Permit is

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collected. The District may, in its discretion, agree to maintain meters at the Property Owner's expense. Once installed, meters are owned by the Property Owner, and the Property Owner shall be solely responsible for all costs of maintenance, repair, and replacement.

It is the Property Owner's responsibility to insure that the water billing address is correct and bills are paid promptly. The Property Owner shall notify the District of any change of ownership or of any change of billing responsibility.

12.2.4 LOCATION OF METERS AND REMOTE READOUTS. Meters for all residential services in the District shall be installed in a meter pit and shall not be located within the structure. Meters for commercial services shall not be located within a structure unless approved by the District in advance. Remote readouts shall be mounted in an approved location. All meter set and remote readouts locations will be approved by the District and will not be covered in any way at anytime as to allow the District total access for repairs.

12.2.5 METER SIZE. The service line shall be the same size from the corporation stop to the curb stop. Meters shall be of the same size as the corporation stop. The service line shall be one material from the corporation stop to the curb stop and the same material from the curb stop to the meter.

Meters in sizes three inches through six inches (3" - 6"), regardless of type of installation, shall be compound type meters. Compound meters shall consist of two (2) meters, one (1) to measure small flows and the other to measure large flows. The two (2) meters may be assembled in one (1) case or in separate cases coupled together.

A bypass line shall be required for all meters one and one-half inch (1½") and larger. Bypass lines shall contain an independent control valve and shall contain no tees, plugs, or other outlets through which water could be withdrawn.

12.2.6 CURB STOPS. Curb stops shall be installed on all service lines to provide a means to shut off the service line. The curb stop and stop box shall be located as shown on the standard details. Curb stops shall be buried a minimum of six feet (6') and a maximum of six feet six inches (6'6"). The curb stop box shall be a minimum of two inches (2") and a maximum of four inches (4") above final grade or back of sidewalk.

12.2.7 PRESSURE REGULATORS. A pressure regulator, adjustable from twenty-five to seventy-five (25-75) psi, shall be installed on all service

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lines in which normal operating pressure exceeds fifty (50) psi. For existing services with inside meter settings, the pressure regulator shall be installed between the meter yoke and downstream valve. For services with outside meter settings, the regulator shall be located in a meter pit. For meters larger than one inch (1”), the pressure regulator shall be installed as approved by the District.

- 12.2.8 PRESSURE BOOSTER SYSTEMS.** In locations where the District’s water distribution system is not capable of providing a static pressure at the meter of at least forty-three (43) psi, the District may permit the private installation of pressure booster systems. The Property Owner shall be responsible for the operation and maintenance of the pressure booster system, including all costs associated therewith. Booster systems will be sized to provide adequate flow and will generally consist of a booster pump and a pressure tank. The District shall approve booster systems prior to installation in accordance with the provisions of Section 9.16. Generally, booster systems will not be allowed when the service pipeline can be at sufficient size to not impact pressure and flow.

In lieu of a pressure booster system, the District may require installation of a pipeline from a higher pressure zone to serve houses with pressure less than forty-three (43) psi.

- 12.2.9 SERVICE LINE STUB-INS.** Service line stub-ins shall extend behind any other utilities, such as gas and electric lines. Water services shall be in a separate trench and shall be a minimum of ten feet (10’) from sewer service lines. Water service lines shall be a minimum of eighteen inches (18”) above any sanitary sewer crossing.

- 12.2.10 WATER SERVICE LINE TAPS.** All taps shall be made by the District. A curb stop shall be installed at least two feet (2’) inside the property line and two feet (2’) off the property line.

- 12.2.11 SANITARY SEWER SERVICE.** Sanitary sewer services shall be a minimum of four inches (4”) in diameter. All structures shall be served by a separate, independent sanitary sewer service line unless otherwise approved in advance by the District.

Sanitary sewer service lines shall be connected to the main a minimum of five feet (5’) clear distance from manhole walls. No direct connections of service lines to manholes shall be permitted. Service lines shall be installed a minimum of three feet (3’) from the side property line.

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Sanitary sewer service stub-outs shall extend a minimum of fifteen feet (15') beyond the sidewalk, or where no sidewalk is to be installed, a minimum of one foot (1') beyond the property line. The stubouts shall be plugged and the end marked with a green-painted T-post installed in the ground directly above the location of the plugged end.

12.3 LIABILITIES OF PROPERTY OWNER.

12.3.1 WATER SERVICE LINES. The Property Owner shall own and be liable for any and all damage resulting from the freezing, breakage, leak or other failure of any water improvements installed beyond the curb stop, including meters, and into the residence, building or other structure. In the event that such water improvements between the curb stop and the structure require repairs, replacement or removal, such work shall be the responsibility of the Property Owner and the Property Owner shall bear all costs associated therewith.

12.3.2 SEWER SERVICE LINES. The Property Owner shall own and be responsible for maintaining the entire length of the sewer service line regardless of whether such service line is located on the Property Owners's property or in public right-of-way. Excess infiltration leaks or breaks in the service lines shall be repaired by the Property Owner within seventy-two (72) hours from the time of notification of such condition by the District, or the Property Owner's discovery of such condition. If satisfactory progress toward repairing the leak has not been made by the time specified, the District shall have the authority to repair, or have repaired, the service line and the Developer shall be responsible for all resulting costs. The District shall be entitled to all remedies permitted under these Rules and Regulations to secure the payment of such repair costs.

12.4 WASTEWATER SERVICE LINE BACKUPS. The District will be responsible for wastewater flows and any backups that may occur in sewer main lines. The Property Owner shall remain solely responsible for any back-ups that may occur on service line. The District shall not be responsible for incidental damage, including property damage, as a result of wastewater service line backups. The Property Owner shall also be responsible for any maintenance, repairs, or replacement of wastewater service lines.

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APPENDIX E

LINE EXTENSION PERMIT APPLICATION

BGWSD: LINE EXTENSION PROCESS

1. **Pre-Construction Meeting:** Customer meets with District staff to broadly outline project and pick up a “Line Extension Packet.”
2. **Application Completed:** Customer returns completed application and pays review fee.
3. **District Review:** Utility Superintendent reviews application, conducts a site visit and approves project concept.
4. **District Engineer Approval:** The application, plan specifications, insurance certificates and other data will be reviewed by the District Engineer. If the Engineer finds that the plan described conforms to the requirements of the Rules and Regulations and that all required fees have been paid, a permit will be issued. All applications will be reviewed and comments provided to the customer.
5. **Final Approval:** The customer/contractor shall provide three (3) sets of engineer-approved plans to the District for final approval. When the District issues a permit based on plans that are required, the Engineer will endorse the plans in writing. The endorsed plans and specifications shall not be changed, modified or altered without authorization from the District.
6. **Construction meeting:** Prior to work beginning, the District and contractor will meet to review the project. No work will begin without a permit.
7. **Final Inspection and Acceptance:** The District will complete a final inspection and acceptance of the completed project.

The above items may be submitted by mailed or dropped off at the following address:

**Baca Grande Water and Sanitation District
57 Baca Grant Way S – PO Box 520
Crestone, CO 81131
Attn: Gary Potter, Director of Utilities
719-256-4310**



BACA GRANDE WATER AND SANITATION DISTRICT

57 Baca Grant Way S - PO Box 520 | Crestone, Colorado 81131-0520

p: 719-256-4310 | f: 719-256-4309 | www.bacawater.com | info@bacawater.com

APPLICATION FOR LINE EXTENSION

Property owners desiring the extension of District water or sewer lines shall be required to bear the cost of such extensions to a location specified by the District, which will ensure uninterrupted mainline operations when subsequent line extensions are required.

All fees are subject to the District's current fee schedule.

APPLICANT INFORMATION

APPLICANT

Print Name: _____

Company Name: _____

Contact Phone Number: _____

The undersigned hereby makes application for service from the Baca Grande Water and Sanitation District (District) at the herein named premises. The undersigned will assume all expenses of the tap, pipe, and other appurtenances in accordance with the schedule of rates and charges as adopted by the District. Water use and supply are subject at all times to the rules and regulation established by the District.

Applicants Signature: _____ Date: _____

SERVICE ADDRESS

Lot Number: _____

Account Number: _____

Street Name: _____

Parcel Number: _____

OWNER

If applicant is not owner, please submit Owner's Authorization Letter.

Print Name: _____

Phone Number: _____

Billing Address: _____

City: _____

State: _____ Zip: _____

ENGINEERING

If applicant does not wish to use the District's engineer, please provide the engineering firm's information below.

District's Engineer

Other Engineering Firm

Print Name: _____

Phone Number: _____

Billing Address: _____

City: _____

State: _____ Zip: _____

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APPENDIX F

APPLICATION FOR DISCONNECTION OR RECONNECTION OF SERVICE



BACA GRANDE WATER AND SANITATION DISTRICT

57 Baca Grant Way S PO Box 520 | Crestone, Colorado 81131-0520

p:719-256-4310 | f:719-256-4309 | www.bacawater.com | info@bacawater.com

APPLICATION FOR DISCONNECTION or RE-CONNECTION OF SERVICE FORM

This application is a request to disconnect or re-connect services from the Baca Grande Water and Sanitation District ("District") water and sewer system.

DISCONNECT or RECONNECT

Customers may voluntarily discontinue service upon disconnection of water and/or sewer service in accordance with the District Rules and Regulations. Customers will be required to pay all applicable fees and costs associated with the actual disconnection. The current fee to disconnect or re-connect services will be \$600.00 for either service.

Disconnection of service will require termination of the water and sewer service lines to the subject property by District Staff or a District approved contractor in accordance with construction standards established by the District and set forth herein.

Disconnection will have occurred upon inspection and approval of the actual disconnection by the Operations Manager or District's Engineer. A Disconnection Permit will be issued upon the District's approval of the physical disconnection.

Disconnected properties will not be subject to monthly service charges commencing on the date of issuance of the Disconnection Permit; however, the disconnected properties will become immediately subject to the District's then-current Availability of Service Fees and shall pay a pro-rated Availability of Service Fee for the remainder of that calendar year in accordance with the due dates established for other Availability of Service Fee customers.

An Application for Connection will be required in the event the property owner requests reconnection to the system, at which time all applicable connection fees will be due. Tap Fees, once paid in full for a subject property will remain in good standing regardless of the status of connection to the system.

All fees are subject to the District's current fee schedule.

PROPERTY OWNER INFORMATION

NAME: _____ PHONE: _____

UNIT: _____ LOT #: _____

PLATTED STREET: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____

APPLICANT INFORMATION

NAME: _____ PHONE: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____

APPLICANT SIGNATURE: _____ DATE: _____

DISTRICT USE ONLY			
Application Received By (Employee Name):			
Payment: Check #	Credit Card Confirmation #	Customer Account #	Work Order #

DISCONNECTION or RE-CONNECTION OF SERVICES PERMIT

CUSTOMER NAME:		PHONE:	
UNIT:		Lot #:	
PLATTED STREET:			
MAILING ADDRESS:			
CITY:		STATE:	ZIP CODE:
OPERATIONS MANAGER INSPECTION <input type="checkbox"/>			
BGWSD Operations Manager Approval		Date	
Operator:		Date:	
Water System:		Photos:	
S. Crestone	<input type="checkbox"/>	Tap:	<input type="checkbox"/>
Fallen Tree	<input type="checkbox"/>	Sewer :	<input type="checkbox"/>
Moonlight	<input type="checkbox"/>	Water:	<input type="checkbox"/>
Brook View	<input type="checkbox"/>	Tracer Wire Installed:	<input type="checkbox"/>
Cottonwood	<input type="checkbox"/>	GIS/GPS Taps & Curb Stops:	<input type="checkbox"/>
		Water Main Size: _____	

**BACA GRANDE WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

APPENDIX G

FORM EASEMENT AGREEMENT

UTILITY EASEMENT AGREEMENT
Baca Grande Water and Sanitation District

(_____)

For and in consideration of the sum of _____ Dollars (\$____.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, _____, whose address is _____ (the "Grantor"), hereby grants, bargains, sells and conveys to the BACA GRANDE WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Special District Management Services, Inc. 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, install, reconstruct, operate, use, maintain, repair, replace and/or remove certain water and sanitary sewer improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Saguache County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, installation, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, install, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the

Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of Saguache County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Easement this ____ day of _____ 20__.

GRANTOR:

STATE OF COLORADO)
) ss.
COUNTY OF SAGUACHE)

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

[SEAL]

Notary Public

My commission expires _____

DISTRICT:
BACA GRANDE WATER AND SANITATION DISTRICT

President

STATE OF COLORADO)
) *ss.*
COUNTY OF SAGUACHE)

Subscribed and sworn to before me on this ____ day of _____ 20__, by
_____ as President of the Baca Grande Water and Sanitation District, a
quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

Notary Public

My commission expires _____

EXHIBIT A

The Premises

**BACA GRANDE WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

APPENDIX H

FORM TEMPORARY CONSTRUCTION EASEMENT

RIGHT OF ENTRY
Baca Grande Water and Sanitation District

(_____)

_____, whose address is _____ (the "Grantor") hereby grants permission to the BACA GRANDE WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Temporary Occupant"), to enter upon the property as shown on **Exhibit A**, attached hereto and incorporated herein (the "Property") for the purpose of constructing and installing various public improvements, including, but not limited to, water and sanitary sewer improvements and appurtenances thereto, and all of the activities associated therewith, subject to all the terms and conditions set forth in this Right of Entry. Such Right of Entry shall not be deemed a possessory right, but shall be merely a non-exclusive right of **temporary** access to the Property.

1. As consideration for this authority, the Temporary Occupant shall pay the Grantor the sum of _____ Dollars (\$____.00), due upon execution of this Right of Entry agreement.

2. The term of this Right of Entry shall commence on _____, 20__ and shall terminate at 11:59 P.M. on _____, 20__, unless otherwise extended by mutual agreement of the parties hereto.

3. During the term of this Right of Entry agreement, the Temporary Occupant agrees to maintain the Property in an orderly condition. The Temporary Occupant shall not block, hinder or obstruct any signs, improvements or facilities existing on the Property, or installed or constructed by others during the term hereof. Upon the expiration of this Right of Entry, the Temporary Occupant shall restore the Property to the condition which existed prior to entry of the Temporary Occupant, or to such lesser condition as may be approved by the Grantor, in writing, and shall repair any damage resulting from entry on the Property in connection with this Right of Entry agreement.

4. The Temporary Occupant, at its sole cost and expense, shall comply with all federal, state, local and police requirements, regulations, ordinances and laws respecting the Property and the activities of the Temporary Occupant, conducted thereon, shall be solely responsible for any fines, fees or costs relating to the same, and shall not interfere with other parties entering the Property on behalf of the Grantor.

5. This Right of Entry agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. Nothing herein shall be construed as a waiver of the rights and privileges of the Temporary Occupant pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

7. This Right of Entry agreement shall be recorded in the offices of the County Clerk and Recorder for the County of Saguache, Colorado.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Right of Entry this ____ day of _____ 20__.

GRANTOR:

STATE OF COLORADO)
) *ss.*
COUNTY OF SAGUACHE)

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

[SEAL]

Notary Public

My commission expires _____

DISTRICT:
BACA GRANDE WATER AND SANITATION DISTRICT

President

STATE OF COLORADO)
) *ss.*
COUNTY OF SAGUACHE)

Subscribed and sworn to before me on this ____ day of _____ 20__, by
_____ as President of the Baca Grande Water and Sanitation District, a
quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

Notary Public

My commission expires _____

EXHIBIT A

The Premises