**FOREST VIEW ACRES WATER DISTRICT**
**P.O. BOX 513**
**MONUMENT, CO 80132**
**(719) 488-2110**

# RULES AND REGULATIONS

## ARTICLE I

## GENERAL

### 1-1 SCOPE:

These Rules and Regulations are promulgated pursuant to the authority granted in Section 32-1-1001(l)(m), C.R.S., as Rules and Regulations governing the operations of the District, and shall supersede and have priority over any and all informal practices or policies of the District, whether in written form or otherwise. These Rules and Regulations shall control all functions of the District except where in conflict with Federal and State Statutes.

### 1-2 PURPOSE:

It is necessary for the health, safety and welfare of the residents and owners of property within the District to regulate the management and distribution of water. These Rules and Regulations set forth-uniform requirements for direct and indirect users of the District system and enables the District to comply with all applicable state and federal laws.

### 1-3 INTERPRETATIONS AND REVIEW:

These rules and regulations are the property and domain of the Forest View Acres Water District for the fair and proper administration of the Water District's interests, exercising all the powers granted in C.R.S. 32-1-1001. These rules and regulations will be reviewed annually by the Board and updated as required. It is the responsibility of the duly elected Board of Directors to provide any necessary interpretation of the intended meaning of these Rules and Regulations to represent the best business interests of the District membership.

### 1-4 AMENDMENTS, REPEALS, ADDITIONS:

Additions and amendments to and repeals and reenactments of any of the provisions of these Rules and Regulations shall be made by Resolutions of the Board in public forum taking such action by specific reference to the Article, Part or Section number hereof. Upon the effective date of any such resolution, the District shall prepare new or reprinted pages incorporating herein the changes so enacted, and such new or reprinted pages shall be prima facie evidence of such action until such time as these Rules and Regulations, as subsequently amended, are readopted as a new set of Rules and Regulations.



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## 1-5 PRIOR OFFENSES, CONTRACTS NOT AFFECTED:

Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person, or any contract or right established or accruing before the effective date of these Rules and Regulations.

## 1-6 SEVERABILITY:

Should any one or more sections or provisions of these Rules and Regulations be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

## 1-7 INCORPORATION OF STANDARDS BY REFERENCE:

### 1-7-1 DISTRICT SYSTEM SPECIFICATIONS:

The System Specifications of the District are hereby incorporated in to these rules and regulations by reference, an all particulars, and made a part thereof as if set forth herein verbatim. Any reference herein to these Rules and Regulations shall be deemed to include all provisions of the System Specifications, Section 10, as well as the provisions of these Rules and Regulations.
(Cross-reference: Article 10 STANDARDS AND SPECIFICATIONS)

## 1-8 DISTRICT SYSTEM:

### 1-8-1 OWNERSHIP:

The District exercises the responsibilities of full ownership of the existing District system and, in the future, shall only accept ownership responsibilities for additional facilities that have been formally conveyed to and accepted by the District in accordance with Articles 4 and 6 below.

### 1-8-2 OPERATION AND MAINTENANCE:

The District operates, maintains, repairs, and replaces the District system. Such services include, without limitation, regular inspections of private premises to insure compliance with these Rules and Regulations, in addition to periodic, systematic inspection and maintenance of District facilities. All inspections, observations, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, observations, testing, or reviews required or authorized by these Rules and Regulations or the System Specifications, or by reason of the issuance of any approval or permit for any work subject to the authority or jurisdiction of the District.



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1-8-3 INTERCONNECTIONS, CROSS CONNECTIONS:

No person shall connect any other water system to any component part of the District system, nor shall water from any other water system be introduced or permitted to enter the District without the authorization of the Board of Directors. The District shall have the authority to disconnect any unauthorized cross connection or interconnection and charge the actual costs thereof, as provided in 9-5 and 9-8, to any person responsible therefore.

1-8-4 EMERGENCYSHUT-OFFS:

The District may, without notice and without liability to anyone, modify water pressure, or shut off the water in its mains for the purpose of making emergency repairs. The District will make a reasonable effort to notify users of routine maintenance, modifications and extensions to the District System, or for other useful or necessary purposes.

**1-9 SERVICE OUTSIDE THE DISTRICT**:

The District has no obligation whatever to provide any service outside of its legal boundaries. (Cross-reference: 5-1 1, EXTRA-TERRITORIAL SERVICE)

**1-10 CONNECTION REOUIRED**:

1-10-1 WATER:

Unless exempted by the Board for good cause and in conformity with applicable statutes and regulations, all improvements requiring water service shall be connected to the District system if District facilities are within 100 feet of the boundary of the parcel of property on which such improvements are located if located within the District's boundaries. Such connection shall be made within 60 days after written notice to the property owner by the District, and any existing private water system shall thereupon be physically disconnected from the improvements or otherwise be rendered inoperable. (Cross-reference: Section 32-1-1006(l)(a), C.R.S.)

1-10-2 PRIVATE WELLS:

The drilling of any private water wells within the District is specifically prohibited. (Cross-reference: Section 32-1-1006(l)(a), C.R.S.)



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**1-11 DUTY TO REPORT**:

Any person (1) who destroys, damages or alters any District facility; or (2) who causes or permits any foreign materials to enter the District system; or (3) who causes any obstruction in the flow of water in any District facility; or (4) who causes or permits any water to escape from the District system in such a way that such water is wasted or lost to beneficial use, and any person who discovers, observes, or has reasonable cause to believe that any of the foregoing has occurred, shall immediately report the same to the District. (Cross-reference: 8-1-16, FALSE OFFICIAL STATEMENT; 9-7-13, PENALTY CHARGES; Sections 9-1.5-103(5), C.R.S.)

**1-12 NOTICE OF EXCAVATIONS**:

Except in emergencies, any person who excavates in any area where District facilities are located shall give written, or personal notice of the date, extent, and duration of such excavation to the District at least three business days before beginning any such work, not to include the day of the notice.
(Cross-reference: Article 10 SYSTEM SPECIFICATIONS; 9-7-16, FAILURE TO NOTIFY OF EXCAVATIONS Sections 9-1-5-103(3). C.R.S. PENALTY CHARGES; Sections 9-1.5-103(3), C.R.S.)



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## ARTICLE 2

## DEFINITIONS

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

**2-1 ACTUAL COSTS**: All direct and indirect costs attributable to any project or undertaking. Actual costs to the District shall include but not be limited to, its engineering, legal, labor, material, equipment, administrative, and overhead expenses, calculated in accordance with the rates set forth in Article 12 of these Rules and Regulations and all direct payments to third parties, at cost.

**2-2 BACKFLOW PREVENTION DEVICE:** A device installed at the point of water connection, which prevents back flow of contaminated water from entering the District's water system.

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

**2-3 CUSTOMER:** Any person (lessee or tenant of such person) whose property is supplied or capable of being supplied with water by the District.

**2-4 CONTRACTOR:** Any person who performs any work, either for himself or another, on any water facility, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.

**2-5 CORPORATION STOP:** The valve threaded into the main, or the tapping saddle, and appurtenances (i.e. anything pertaining to the valve or tapping saddle) that allow you to connect the service line to the District's main.

**2-6 CROSS-CONNECTION:** A cross-connection is any point in a water distribution system where biological, radiological, used, unclean, or polluted contaminants may come into contact with the water system. During a back flow event, these contaminants can be drawn or pushed into the water system through any plumbing fixture, receptacle, equipment or device.

**2-7: CURB STOP:** An in-line valve on the service line typically located just inside the customer's property line.

**2-8: CURB STOP BOX:** The cast iron covering (box) of the curb stop that enables District personnel to gain access to the curb stop.

**2-9 CUSTOMER:** Any person (lessee or tenant of such person) whose property is supplied or capable of being supplied with water by the District.

**2-10 DEVELOPER:** Any person, partnership corporation or firm who develops land for the purpose of building and selling residential property.

**2-11 DISTRICT:** Forest View Acres Water District, its employees, agents, officers, directors, insurers, and professional consultants, authorized representatives and independent contractors.



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**2-12 DISTRICT SYSTEM:** The plant, facilities, systems, assets, adjudicated water rights, and appurtenant property rights owned or directly controlled by the District.

**2-13 FOREIGN MATERIALS:** Any objects or substances other than treated potable water.

**2-14 MAIN EXTENSIONS:** The construction of any facilities of any kind whatsoever, wherever located, or the facilities themselves, which are intended to become a part of the District system upon acceptance by the District in accordance with Article 6.

**2-15 PERMITTED PREMISES:** The land area and improvements thereto to which water service is limited under any particular permit.

**2-16 PERSON:** Includes associations, corporations, firms, partnerships and bodies politic and corporate, as well as individuals.

**2-17 PRESSURE REDUCING VALVE:** A device which when installed in a water service line reduces the service line pressure to a lower pressure to protect the internal domestic water system. Repair and replacement of these control valves shall be the responsibility of the customer.

**2-18 PROPERTY OWNER:** Any person who, whether solely or with others, owns real property within the District. When more than one person owns a property, the term includes all owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations.

**2-19 RECORD OR AS-BUILT DRAWINGS:** A separate set of full-scale construction plans marked to indicate completely and accurately the field-installed condition of facility construction, as required by Article 10 System Specifications.

**2-20 SERVICE LINES:** All pipe, fittings, saddles, valves, and appurtenances (i.e. anything pertaining to the pipe, fittings, saddles and valves) owned by the property owner, which convey water from the District system to the plumbing of the permitted premises.

**2-21 STUB-IN:** A tap made for the purpose of installing service lines prior to the paving of streets. Such connection shall include fittings necessary to extend the service line to the tap saddle-connecting valve at the property line.

**2-22 SYSTEM SPECIFICATIONS:** The provisions of the Water System Specifications, as now or hereafter constituted, adopted by the Board of Directors, which prescribe the minimum technical standards and related requirements for the design, installation, construction, operation, use, maintenance, repair and replacement of all water facilities, public and private, within the District.
(Cross Reference: Article 10)

2-23 TAP OR SERVICE CONNECTION: The physical connection to a District main, which, together with the permit for same, provides water to a permitted premise.

**2-24 WATER MAIN:** Those pipes and appurtenant facilities used for distributing water along public streets or appropriate rights of way deeded or licensed to the District directly to various permitted premises.



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# ARTICLE 3

# USER REOUIREMENTS

## 3-1 SERVICE LINES:

### 3-1-1 CONSTRUCTION:

Separate and independent service lines shall be designed, installed and constructed by the property owner at his sole cost and expense for every improvement requiring water service. Such service lines and any other water facilities located on the property shall be designed in accordance with the System Specifications, Article 10 and shall be installed and constructed in accordance with plans and design approved by the District.
(Cross- reference: 5-6, MULTIPLE TAPS PROHIBITED)

### 3-1-2 DISTRICT RELOCATION:

When proper management, operation or maintenance of the District system requires it, the District may relocate the service pipe and fittings through which a property owner receives water service at District expense. All service pipes and fittings so relocated shall become the property of the property owner when installed.

### 3-1-3 OWNER MAINTENANCE:

The property owner shall be exclusively responsible for maintaining, repairing and replacing all plumbing fixtures, pressure reducing valves, back-flow prevention devices, water-using appliances, pipes and appurtenances (i.e. anything pertaining to plumbing fixtures, pressure reducing valves, back-flow prevention devices, water-using appliances, and pipes) including the service line (reference Article 2-20). Property owner shall cause any and all leaks or other non-conformities in his privately owned facilities to be repaired promptly, in accordance with these Rules and Regulations and the System Specifications, Article 10 at their sole expense. They shall further ensure that the stop box for the curb stop on his service line is free from any materials, which may obstruct or hinder access thereto by authorized personnel.
(Cross-reference: 9-5, DISTRICT CURE AT OWNERS EXPENSE)

### 3-1-4 RESPONSIBILITY FOR DAMAGE:

The District is not responsible or liable for damage from any cause whatsoever to privately owned piping, fixtures, and water-using appliances, and no property owner is entitled to reimbursement for damages or payment of refunds by reason of pressure changes or stoppage of the flow of water through the District system. The property owner shall be solely responsible for all damage to persons or property resulting from leaks on his service line or from any apparatus owned by him.



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3-1-5 CLAIMS FOR DAMAGE:

Any claim made by any homeowner for damage caused by the District or District System, after initial investigation, is to be submitted to the District insurance carrier within thirty days of the incident, in writing. Property owners are to be told that the District carries a liability policy, and that all claims are to be submitted to insurance carrier. The homeowner must submit costs for clean up or repair as part of this claim. If it is apparent on initial investigation that the problem was caused by the District or District system, then the District will take immediate action to prevent further damage. Each incident will be investigated and turned over to insurance carrier.

3-1-6 RELOCATION:

When required for the proper management, operation, or maintenance of the District system, the District may, at its expense, relocate meter remotes or modify meter settings.

**3-2 WATER METERS**:

3-2-1 REOUIREMENT:

Every permitted premise is required to have a water meter of a size, type and quality approved by the District to be read for billing purposes. Such water meter shall be owned, installed, and maintained at the expense of the property owner. (Cross-reference: Article II, TAP PERMIT APPLICATION)

3-2-2 LOCATION:

All meters will be located as directed in the Forest View Acres Water District Tap Permit Application, Article II.

3-2-3 MAINTENANCE:

If any meter should fail due to mechanical failure in any month, the customer shall be charged the average monthly consumption during the two preceding months or based on the same month from the prior year. If the meter or remote reader is suspected to be defective, it is the customer's responsibility to have the failed components repaired or replaced within thirty days. However, the District may repair or replace defective existing meters at no charge to the customer.

3-2-4 DAMAGE:

The property owner shall be financially responsible for any damage to, or loss of the meter. When a meter has been damaged, the property owner shall bear the entire expense of removing, repairing, resetting and replacing his meter.



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3-2-5 RELOCATION:

When required for the proper management, operations, or maintenance of the District system, the District may, at its expense, relocate meter remotes or modify meter settings,

**3-3 SERVICE TO PLANNED DEVELOPMENTS**:

Water service shall be extended to and within planned development complexes only in accordance with Article 6 of these Rules and Regulations.

**3-4 WATER CONSERVATION**:

The District may implement water restrictions during periods of shortage or hot weather or whenever the Board deems it to be necessary. Such restrictions may forbid the use of water for outdoor purposes on specified days or at specified times of the day. Restrictions may also be applied to specific uses such as car washing, as an example. Failure to abide by restrictions on water use may result, after appropriate notice to the user, in the District shutting off water service to the property until the water shortage is over.
(Cross-reference 8-1-7 and 9-7-7)

**3-5 CURB STOP AND STOP BOX**

The property owner shall ensure that the curb stop is free from any material that may obstruct access thereto by authorized personnel.



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# ARTICLE 4

# INCLUSIONS

## 4-1 STATEMENT OF POLICY:

Where water is to be provided, the District's policy concerning inclusions into the District is that any property brought into the District must be self-supporting. The property must come complete with adjudicated water rights deeded to the District, which are, in the judgment of the Board, sufficient to serve the anticipated development of the property. The sufficiency of the water rights shall be determined after discussion with the District's water lawyer, engineer and consultants. It shall be the applicants' responsibility to meet all requirements of the El Paso County Land Development Code, Part V Subdivision Regulations; Section 49.5 Water Supply Standards. The costs of such determination shall be borne by the owner. In addition, new plant and systems including wells with water intake systems and all facilities to be constructed by the District in order to serve the property, as well as all improvements, expansions, or upgrades of the District's System required to serve the property, must be financed solely by the developer of the property and be such that in the judgment of the Board will be self-supporting by revenues from the included property. All line extensions, all new facilities and all existing facilities upgrades, including acquisition of necessary easements, required in order to provide water service to any property to be included in the District shall be paid for by the developer or entity seeking such inclusion. The District reserves the right to implement water tap Moratorium indefinitely on any development until such time as water is available to serve the inclusion. This may be necessary in order to protect existing customer water availability if the development fails to establish new water sources of sufficient quantities. All proceedings and inclusions into the District will follow C.R.S. 32-1-4-1, Inclusion of Territory Procedure. The District will not require its existing residents to subsidize a development of any included property.

## 4-2 REQUIRED SUBMITTALS:

### 4-2-1 PETITION:

Petitioner shall use the form furnished by the District and must provide all information required thereby. Refer to Article 13. Petitioner must sign the petition exactly as his name appears on the instrument by which he took title to the property. The signatures of all petitioners must be acknowledged in the same manner as provided by Colorado law for acknowledgements on instruments conveying real property.

### 4-2-2 PETITIONER/DEVELOPER COST CERTIFICATION

The Petitioner/Developer will certify, under oath, all projected costs for the development of the water system within the area to be included; as well as, the purchase and conveyance of water rights; the drilling, testing, certifying, equipping, and connecting any wells; construction and/or upgrade of storage, filtration and distribution facilities with the District to support the proposed area to be included. If the Petitioner/Developer expects the District to share in any of the costs, the percentages, if any, will be clearly stated.



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4-2-2 PETITIONER/DEVELOPER COST CERTIFICATION continued:

Further, if the Petitioner/Developer expects to share any portion of the tap fee, the fee proposed and the parties and percentages to be shared will be clearly stated. An escrow account will be established in the amount determined by the Board before any action will be taken for consideration of inclusion. As any additional costs are incurred further deposits will be required. At no point in time shall it fall below ten percent of the actual costs.

4-2-3 SURVEY DRAWING:

The survey drawing should show the property's legal description, exact location, total acreage, its location in relation to the boundaries of the District, and bear the seal and seat of a professional engineer or land surveyor registered in the State of Colorado.

4-2-4 VICINITY MAP:

The vicinity map shall show the general location and the boundaries of the property in relation to existing streets or other prominent terrain features.

4-2-5 EVIDENCE OF TITLE AND AUTHORIZATION OF SIGNATORIES:

The petitioner shall produce evidence of title sufficient to assure that the Petitioner has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Petitioner shall furnish such additional information (i.e., partnership agreement, joint venture affidavit as provided by Section 38-30-166, C.R.S., etc.) as may be requested by the District in order to determine that the signatories have been authorized by that entity to execute such documents.

4-2-6 NARRATIVE DESCRIPTION INCLUDING:

4-2-6-1 The proposed total number of single-family residences, and estimated population.

4-2-6-2 The proposed population density: number of acres per single-family residences.

4-2-6-3 The number of acres to be dedicated to open space, the anticipated location of each area of open space, and a description of the proposed ground cover.

4-2-6-4 The number of acres to be dedicated to green belts, the location of each green belt, and a description of the proposed ground cover.

4-2-6-5 The number of acres to be devoted to parks, the anticipated location of each park, and a description of the proposed ground cover in each park.



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4-2-6-6 Any other pertinent facts that will assist the District in planning for an adequate water service.

4-2-6-7 The developer's proposed development schedule.

4-2-6-8 A complete description of all water rights associated with the property, including copies of all court decrees and well permits. Certified hydrologist report of water production capacity along with certificate from registered professional engineer stating sufficient water availability.

4-2-6-9 A full financial statement and balance sheet of the developer.

4-2-6-10 The names of all the owners of the property or assignees.

4-2-6-11 Any other requirements specified by the Board.

**4-3 PROCEDURE**:

Following submittal and District receipt of the submittals required in 4-2 above, inclusion proceedings should be conducted as follows:

4-3-1 FEASIBILITY STUDY:

The District shall perform a feasibility study and legal review at the expense of the developer or owners in order to determine whether and under what conditions the property proposed for inclusion can be served by the District system. (Cross-reference 7-2 SYSTEM TAP CHARGES)

4-3-2 NOTICE OF PUBLIC HEARING:

At the first regular meeting of the board following receipt of the submittals, the Board shall set the date of the public hearing on the inclusion and order notice thereof to be provided according to law.

4-3-3 PUBLIC HEARING:

The public hearing and the Board decision made pursuant thereto shall be held in accordance with applicable state law. If the Board Order of Inclusion contains conditions, which must be met before it is to become effective, the District will ensure that all such conditions have been met before filing the Board Order of Inclusion with the court and applying for a Court Order of Inclusion. If the Board Order of Inclusion contains conditions, which must be met before it is to become effective, the District will ensure that all such conditions have been met before filing the Board Order of Inclusion with the court and applying for a Court Order of Inclusion.



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## 4-4 CONDITIONS OF INCLUSION:

The included property and its developer or owners are subject to the following conditions, together with any and all other such additional conditions and requirements as may be imposed by the Board:

4-4-1 RULES AND REGULATIONS:

With respect to all matters affecting or in any way touching upon the allocation or provision of service to the property, the property and its developer or owners shall be bound by and subject to these Rules and Regulations and to the Standards and Specifications, Article 10 as now or hereafter constituted.

4-4-2 EASEMENTS AND RIGHTS-OF-WAY:

The property developer or owner shall, at no cost to the District, grant and convey to the District any and all easements and rights-of-way within the included property required by the District to serve such property. In addition, the property developer or owner shall be responsible for, and pay all costs and expenses of whatever kind associated with the acquisition and approval of all such easements and rights-of-way, whether located within the included property or outside of it. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

4-4-3 DESIGN AND CONSTRUCTION:

The property developer or owner shall pay costs and expenses, to design, construct, and install all mains and any other facilities including wells, pumps, filters, storage and other systems as required by the District to serve the included property. All such mains shall be constructed according to these Rules and Regulations and the System Specifications, Article 10, such design, construction and installation shall be subject to inspection and approval by the District's authorized representative.

4-4-4 CONVEYANCE OF FACILITIES:

Upon completion of the mains and any other facilities and systems and with written approval thereof by the District, the property owner shall convey them to the District according to the terms and conditions set forth in Article 6 of these Rules and Regulations.

4-4-5 SERVICE NOT GUARANTEED:

The allocation of taps for and the provision of service to the included property shall be governed at all times by these Rules and Regulations. The process of including property within the District does not guarantee service to the included property. The District may be limited in the number of new taps that may be made to its system because of the allocation policy of the District and the provision of service to the included property may further be limited or delayed indefinitely because of the location or capacity limitations of existing facilities.



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4-4-5 SERVICE NOT GUARANTEED continued:

Accordingly, by including its property within the District, the property developer or owner shall be deemed to waive any right, claim, or cause of action of any kind which it may assert against the District based upon the inability of the latter to provide service to the included property.

4-4-6 ENLARGEMENT OF STRUCTURES:

No property developer or owner may enlarge or extend any portion of his improvements receiving service (including buildings, parking and landscape areas, etc.) into an area outside the boundaries of the District without having the area included into the District prior to the commencement of construction.

4-4-7 INCLUSION AGREEMENT:

Upon District approval of the inclusion, the property developer or owner and the District shall enter into an inclusion agreement setting forth substantially the terms and conditions specified in this Article 4-4, together with any other or additional provisions relating to the particular circumstances of serving the property.
See Section 7 for all rates, tolls and charges associated with inclusion into the District.



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# ARTICLE 5

# SERVICE AND PERMITS

## 5-1 PERMIT REQUIRED, APPLICATION:

No person shall cause or permit any service connection to any District facility without first obtaining approval on a District Application Permit form therefore as provided in this Article 5. Any person who desires to obtain new service to property within the District shall make written application to the District upon the form as prescribed in Article II.
Note: An approved tap permit is required to obtain a building permit from the Pikes Peak Regional Building Department. (Cross-reference: 7-2, SYSTEM TAP CHARGES; 8-1-2, UNAUTHORIZED SERVICE CONNECTION; 9-7-1 PENALTY CHARGES)

## 5-2 APPROVAL STANDARDS: REVOCATION:

5-2-1 APPROVAL STANDARDS:

Upon a determination that all of the following conditions exist or have been met with respect to the application, the District shall grant permission for the service requested:

5-2-1-1 The written application and information submitted therewith is accurate, complete, and proper as to form. (Cross-reference: 8-1-16, FALSE OFFICIAL STATEMENT; REPORT)

5-2-1-2 The person making application, if not the property owner, has the written authority to do so from the property owner.

5-2-1-3.1.1 All applicable fees and charges imposed by or through the District are aid at the time of application. (Cross-reference: 7-2, TAP FEE AND APPLICATION CHARGE)

5-2-1-4 The main on which the tap will be made has been accepted by the District and approved for use by all other governmental entities and agencies having jurisdiction. (Cross-reference: 6-9, CONDITIONAL ACCEPTANCE)

5-2-1-4 The District system is fully capable to serve the proposed tap.

5-2-2 CONFORMITY WITH DISTRICT STANDARDS:

Notwithstanding any other provision of these Rules and Regulations to the contrary, the District may withhold permits or approvals for service from any facilities, private or public, which do not conform to District Rules and Regulations, Standards and Specifications. (Cross-reference, Article 10)

5-2-3 REVOCATION

The District may revoke any permit, before or after the tap is activated, upon a


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determination that the application therefore contained false or inaccurate information. (Cross-reference: 8-1-16, FALSE OFFICIAL STATEMENT REPORT; 9-4-1, IMMEDIATE TERMINATION)

**5-3 TRANSFERABILITY OF TAPS**:

Neither a water tap application nor the permit granted shall be transferable (Cross Reference: 5-2-1-2).

**5-4 EXPIRATION/CANCELLATION OF DISTRICT PERMITS**:

5-4-1 AFTER 365 DAYS:
A District Permit Application shall expire and become of no further force or effect 365 days after the date of issuance.

5-4-2 BY IMPOSITION OF TAP ALLOCATION POLICY:

Notwithstanding any other provision of this Article 5, no District tap permit will remain effective after the effective date of any tap moratorium or similar restriction upon the allocation, sale and authorization of permits by the District, with the exception of those buildings under construction with approved building and tap permit.

5-4-3 CANCELLATION BY DISTRICT:

The District may cancel the permit application for tap at anytime it is deemed necessary by the District Board of Directors.

5-4-4 EFFECT:
Upon the cancellation or expiration of any District permit, such permit shall be deemed void and of no further force or effect and all tap permit fees shall be forfeited. Any subsequent application for service at the premises affected by the original permit shall be deemed an application for new service.

**5-5 REISSUES**:

An application for the reissue of any permit shall be subject to the same procedures as herein set forth for application for new permit.

**5-6 MULTIPLE TAPS PROHIBITED:**

Each and every independent structure requiring water service shall be individually permitted whether or not under common ownership. For the purposes of this section, structures shall be considered to be independent if they do not have a common foundation, walls, and roof. In the event of a subdivision, sale, or transfer of any part or parts of any permitted premises, the owner of that part of the permitted premises closest to the tap, following the route taken by the service



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line, shall be entitled to keep the original tap, and the owner of each other part shall be required at his sole expense to obtain a new and separate permit for his part of the property. (Cross-reference: 9-7, PENALTY CHARGES)

**5-7 INSTALLATION STANDARDS**:

A licensed and bonded contractor shall only do tapping into any FVAWD water main. Unless otherwise provided by contract, owner/contractor shall make all taps of ¾" in size. Any person who makes a tap on any District main is subject to Article 10 System Specifications and to the following: Tap must be complete to a habitable structure.

5-7-1 INSPECTION:

No tap shall be activated until it has been inspected and approved by the District. Property owner shall notify the District not less than three business days before a tap is to be made and shall arrange for the District's inspection thereof. (Cross-reference: 1-12, NOTICE OF EXCAVATIONS; 7-5, OBSERVATION/INSPECTION FEE; Section 9-1.5-103(3) C.R.S. ARTICLE 10 SYSTEM SPECIFICATIONS.)

5-7-2 CURE OF DEFECTS:

The person who made the tap shall, at his sole cost, correct, repair or replace any part or parts of any work performed during installation of a tap which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty. Damage resulting from a tap failure, including but not limited to rocks, waterlines, personal property, shall be at the expense of the person(s) making the tap.



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## 5-8 TAP SIZING: INCREASES:

5-8-1 SIZING:

The size of standard residential water tap is 3/4". The District may approve larger taps on a case-by-case basis. Cross-reference: 7-2, SYSTEM TAP CHARGE

5-8-2 DEMAND CHANGES:

An application for an increase in the size of any existing tap shall be treated as an application for new service to the extent of the increase. The system tap charge to be paid in connection with such application shall be determined by the District on a case-by-case basis. No refund of any system tap charge shall be made in connection with reduction in the size of any tap. If a property owner requests an increased service which is large enough to impose a demand in excess of the capacity of the existing main, it may be necessary to replace the existing main with one of appropriate size, and in such event, the full cost thereof shall be paid by the property owner.

## 5-9 HYDRANT PERMITS:

5-9-1 AUTHORIZED USE:

The only use for which water may be taken from fire protection facilities without a permit is for the fighting of fires.

5-9-2 PERMITS FOR AUTHORIZED USE:

Water to be used for purposes other than fighting fires, such as construction water or temporary irrigation uses, may be withdrawn from fire hydrants only with permission from the District. Permits shall be valid only during the dates and only for the purposes specified therein. (Cross-reference: 7-3, HYDRANT USER FEE; 9-7-2, PENALTY CHARGES)

## 5-10 FIRE PROTECTION:

5-10-1 ADEQUACY OF SERVICE:

The Tri-Lakes Fire District provides fire protection. The FVAWD assumes no obligation or responsibility for the adequacy of water pressure, water flow, or fire hydrants.



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## 5-11 EXTRA-TERRITORIAL SERVICE:

Nothing in these Rules and Regulations shall limit the District's ability to provide service outside its legal boundaries under such terms and conditions as the Board may determine. Any such service shall be rendered only by written contract approved by the Board with a defined termination date. No such contract, however, or the services rendered pursuant thereto shall be construed to impose upon the District any obligation to provide other service outside of its legal boundaries, nor shall the existence of such contract or the services rendered in connection therewith constitute an offer by the District to serve outside of its boundaries generally except as may be agreed upon by the District.
(Cross-reference: 1-9, SERVICE OUTSIDE THE DISTRICT)


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# ARTICLE 6

# MAIN EXTENSIONS

## 6-1 APPROVAL REQUIRED: IMPROVEMENTS AGREEMENT:

No property owner shall commence any construction to extend a main within the jurisdiction of the District without the prior written approval of the District, following formal application therefore, and in compliance with these Rules and Regulations. If required by the District, property owner shall enter into a written Improvements Agreement with the District setting forth any or all terms and conditions applicable to any main extension.

## 6-2 LOCATION:

Main extensions shall be installed only in rights-of-way or easements deeded to the District, or in roads or streets which a city, county, state highway department, or other public agency has accepted for maintenance as a public right-of-way.

## 6-3 DEEDED RIGHTS-OF-WAY AND EASEMENTS:

Deeded rights-of-way or easements necessary to cover main extensions not located in public rights-of-way shall be granted at no cost to the District by property owner upon such term as the District may reasonably require before construction of any such main extension. In addition to the requirements set forth in Section 10 of the System Specifications, property owner exempt any easement or right-of- way parcel from the lien of any mortgage or deed of trust. If so required, the District will not accept the main extensions or other facilities for maintenance until it receives all required releases. The District reserves the right to require additional or supplemental evidence of title when the release is recorded.

## 6-4 RIGHT OF WAY ACQUISITION COSTS:

Property owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of all easements and rights-of-way necessary to extend service from existing District facilities to the boundary of property owner's property. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

## 6-5 DESIGN AND CONSTRUCTION:

Property owner shall at his sole cost and expense design, construct, and install all main extensions including any required fire hydrants necessary to serve the property and other appurtenances thereto. The District Engineer shall validate that the design is in conformation with District specifications
(Cross-reference: 6-12, DISTRICT MAIN EXTENSIONS)



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## 6-6 REQUIRED INFORMATION TO BE SUBMITTED:

The District will evaluate a request for new service within the District only after it has received all of the following information:

6-6-1 A legal description of the property to be served, setting forth total acreage.

6-6-2 A plat map of the property, showing its location within the District.

6-6-3 A description of the proposed uses of the property including:

- 6-6-3-1 The proposed total population for the property.
- 6-6-3-2 The proposed population density per single-family residences.
- 6-6-3-3 The number of acres to be dedicated to open space, the anticipated location of each area of open space, and a description of the proposed ground cover.
- 6-6-3-4 The number of acres to be dedicated to green belts, the location of each green belt, and a description of the proposed ground cover.
- 6-6-3-5 a Any other pertinent facts that will assist the District in planning for adequate water service.

6-6-4 The proposed development schedule.

6-6-5 The names of all the owners of the property.

## 6-7 PLAN REVIEW AND APPROVAL:

No construction of any main extension shall begin until after the plans and design therefore have been reviewed and approved by the District as conforming to applicable standards, and a preconstruction meeting has been held. The District shall inform property owner in writing of the reasons for any disapproval. Upon approval of the plans and design, the District will schedule the preconstruction meeting. A letter of credit in an equal amount to the estimated cost of construction will be due to the District from the property owner before any line construction commences. (Cross-reference: 7-4, PLAN REVIEW FEES)

## 6-8 CONSTRUCTION OBSERVATION:

Property owner shall notify the District at least three business days before commencing construction and at any and all other times specified by the District in any plan approvals or otherwise for observation, inspection or testing.
(Cross-reference: 1-12, NOTICE OF EXCAVATIONS; 7-5, OBSERVATION/INSPECTION FEES; Section 10 SYSTEM SPECIFICATIONS; 9-1.5-103(3) C.R.S.


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## 6-9 CONDITIONAL ACCEPTANCE:

6-9-1 STANDARDS:

Upon completion of construction, property owner shall initiate the dedication process by submitting a request to the District for a preliminary inspection of the main extension. The main extension will qualify for conditional acceptance by the District when all of the following conditions have been met:

6-9-1-1 DISTRICT REVIEW:

The District has determined that the main extension has been constructed and connected to District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other government entities and agencies have jurisdiction.

6-9-1-2 PROPERTY OWNER REOUIREMENTS:

Property owner has tendered and the District has approved the following:

A. Record drawings and certified compaction test results.

B. Key map pages consistent in form and content with current District requirements as showing the location of all component parts of the main extension. The District must approve other arrangements in writing.

C. A 12-month maintenance bond in an amount equal to 10% of the costs of constructing the main extension, or such greater amount as may be reasonably determined by the District on account of special circumstances of the particular main extension, or any portion thereof; the bond shall remain in effect until final acceptance. All costs are to be born by the property owner.

D. A duly executed written statement that all suppliers of labor and materials have been fully paid, with lien waivers attached; (Cross-reference: 8-1-16, FALSE OFFICIAL STATEMENT REPORT)

E. A duly executed written assignment of all manufacturers' warranties on materials, if applicable.

F. All releases of encumbrances required pursuant to 6-3 above.



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G. Payment of all sums then due to the District in connection with the main extension.

6-9-2 APPROVAL TAP PERMITS:

Subsequently all taps will be reviewed and approved in accordance with Article 5. No taps or service connections to the main extension will be permitted, nor will the District accept applications for such taps, until the District has conditionally accepted the main extension as herein provided.

6-9-3 EFFECTIVE DATE:

Conditional acceptance shall be effective as of the date the District executes written documentation thereof. As of such date, the main extension shall be deemed operational, and any person may apply to the District for authorization for taps or service connections thereto. The District's acceptance of the main extension, whether conditional or final, does not, however, guarantee that taps will be available. Availability of taps is governed at all times by the provisions of Article 5, and such availability is determined in accordance therewith at the time proper application for service is made.

## 6-10 MAINTENANCE AND REPAIR:

Until final acceptance of the main extension, property owner shall be solely responsible for all routine maintenance and for correction of any and all defects in the main extension, as set forth below:

6-10-1 ROUTINE MAINTENANCE:

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

6-10-2 CURE OF DEFECTS:

Property owner shall, at his sole cost, correct, repair or replace any part of parts of the main extension which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty. Cure of defects by property owner shall be administered and enforced under the rules set forth in 7-10.



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## 6-11 ACCEPTANCE FOR MAINTENANCE (FINAL ACCEPTANCE):

6-11-1 STANDARDS:

At the expiration of one year from the date of conditional acceptance, or any longer period of time reasonably determined by the District on account of the particular circumstances of the main extension or any portion thereof, property owner may request the District to perform a final inspection and accept the main extension for maintenance. Upon such request, the District shall inspect the main extension and shall accept the same for maintenance when all of the following conditions are met:

A. DISTRICT REVIEW:
The District determines that the main extension has been constructed and connected to District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.

B. MAINTENANCE AND REPAIR:
Property owner has fully performed all maintenance and repair obligations imposed upon it by 6-10 above during the period of conditional acceptance.

C. PROPERTY OWNER REQUIREMENTS:
Property owner has tendered and the District has approved all of the following:

(1) A verified statement of actual cost of the main extension, itemized as the District may require;
(Cross-reference: 8-1-16, FALSE OFFICIAL STATEMENT)

(2) Any and all deeds, bills of sale, or other conveyance instruments necessary to vest title to all component parts of the main extension in the District with warranties of title as provided in 6-11-2;

(3) All drawings, maps and construction notes pertaining to any changes in the main extension made during the period of conditional acceptance;

(4) Payment of all sums due to the District from property owner on account of the main extension.



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6-11-2 EFFECTIVE DATE:

The District's acceptance of the main extension for maintenance shall be effective as of the date the District executes written documentation thereof. As of such date, all of property owner's right, title and interest in and to the constructed main extension, including all mains, pipelines, valves, manholes, and related parts and materials, which comprise the constructed main extension, shall be deemed immediately to pass to and vest in the District, free and clear of all liens and encumbrances, and property owner shall warrant and defend the conveyance of such main extensions to the District its successors and assigns against all and every person or persons whomsoever. As of the date of final acceptance, the District shall operate and maintain the main extension at its expense. Nothing contained herein, however, shall be construed to relieve property owner from his warranty obligations set forth in Section 10 System Specifications. Notwithstanding final acceptance, property owner, his successors and assigns shall remain responsible for all
service lines and private water facilities as provided in Article 3 above.

**6-12 DISTRICT MAIN EXTENSIONS:**

Notwithstanding any of the foregoing, the District reserves the right to extend mains in situations, which it determines, may be in the best interests of the District and its constituents, upon such terms and conditions as the District may reasonably determine.



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# ARTICLE 7

# RATES AND CHARGES

## 7-1 GENERAL:

### 7-1-1 PURPOSE:

The purpose of the rates and charges provided in this Article is to provide for the payment of all costs of operating, maintaining, repairing, replacing, debt service and expanding the District system, such costs including, without limitation, a reasonable contingency fund. (Cross-Reference: Article 12)
The Board of Directors will, at least annually, review all rates, and charges in accordance with the annual budgeting cycle. Should the Board consider the need to change the rates, or charges, they will advertise the proposed changes to all District members, at least 30 days in advance of the public Board meeting at which the changes will be discussed. Following the public discussion of the proposed changes and a majority vote by the Board to enact the changes, the changes will become effective during the next billing cycle.
(Cross-reference: Article 12)

### 7-1-2 LIABILITY:

The fees and charges provided below are hereby imposed and assessed by the District for the purposes set forth in 7-1-1 and as more specifically set forth below. Such fees and charges are the personal, joint and several obligation of the owners of the property for which the applicable service is furnished, but the full amount of any such fees and charges shall also be a perpetual lien against any such property, as provided by Section 32-1-1001(1), C.R.S. The District assumes no responsibility for any agreement made between property owners and tenants, regardless of how made and regardless of whether the District has notice thereof.

## 7-2 **SYSTEM TAP CHARGES:**

### 7-2-1 DISTRICT CHARGE:

A. WATER TAP FEE:

There is hereby imposed a system water tap fee which shall be due and payable in full at the time application for a permit is made. The tap fee is predicated on the installation of a 3/4' line. Any deviation must be approved and the cost adjusted by the FVAWAE Board. A Tap cannot be made on our main until it has been permanently connected to an inhabitable structure. (Cross-reference: Article 12 RATES AND CHARGES SCHEDULE)



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B. REFUNDS:

The District will not refund a system tap fee or any portion thereof once they have been approved upon cancellation or expiration of a permit or for any other reason once they are paid. All sums collected by the District as a system tap fee for any tap shall be credited to the lot for which it was paid.
(Cross-reference: 5-4 EXPIRATION/CANCELLATION OF DISTRICT PERMITS)

C. TAP FEE VALIDATION PERIOD:

Any and all system tap fees paid to the District on or after 10/11/94 shall entitle the record property owner to make a lawful tap into the District's system during a period of three hundred and sixty five (365) Days from the date of payment. If not used by the time as just specified, the tap will be forfeited.
Any and all system tap fees paid to the District are non-refundable absolvent to approval of the property owner's application by the District's Board.
(Cross-reference: 5-4 EXPIRATION/CANCELLATION OF DISTRICT PERMITS)

D. PRE-PAID TAP FEES:

There exists several "pre-paid tap fees' paid to the District prior to 10/11/94. Said pre-paid tap fees shall be valid and entitle the property owner to tap into the District's System at anytime prior to 12/31/96 and not be required to pay an additional tap fee. For all property owners not holding a valid Regional Building Permit prior to January 1, 1997, they shall be required to purchase a new tap fee at the established rate except that the property owner shall be credited the amount paid for the original tap fee at an indexed rate, set by the DRI indexing rate. All pre-paid tap fees are non-assignable after 12/31/96 and on event of legal transfer of ownership of property; pre-paid tap fees shall be forfeited.

E. ADMINISTRATIVE FEES:

In order to defray the costs and expenses incurred in processing applications, issuing permits and maintaining accurate records in connection with tap sales, there is hereby imposed an administrative and inspection fee per tap regardless of size and regardless of whether the tap is new or a reissue. Such fee is in addition to any and all other fees and charges imposed by the District, and shall be paid in full at the time application for the tap is made. A deposit will also be collected at the same time.
(Cross-reference: Article 11, APPLICATION FOR WATER TAP PERMIT)
Article 12, RATES AND CHARGES SCHEDULE


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**7-3 HYDRANT USE FEE:**

There is hereby imposed a fee for each hydrant permit issued by the District, which shall be payable in full upon application for the permit.
(Cross Reference: 5-9, HYDRANT USE; 9-7-2, PENALTY CHARGES); Article 14, HYDRANT USE PERMIT)

**7-4 PLAN REVIEW FEES:**

Whenever any provision of these Rules and Regulations requires a review of plans and design by the District, the person liable therefore shall pay a fee per hour for review, when the same are submitted for review. Plans or any portion thereof requiring revision are subject to a subsequent fee when resubmitted.
(Cross Reference: 7-13, WITHHOLDING APPROVALS AND PERMITS);
Article 12, RATES AND CHARGES SCHEDULE

**7-5 OBSERVATION/INSPECTION FEE:**

7-5-1 MAIN EXTENSIONS:

Any person extending a water main shall be obligated to pay a construction observation fee as outlined in the Rates and charges schedule. Such fee shall be paid upon District approval of the construction plans submitted for review.
Article 12, RATES AND CHARGES SCHEDULE

7-5-2 OTHER OBSERVATION/INSPECTIONS:

Whenever any provision of the system specifications or these rules and regulations not applicable to main extensions requires or provides for observation or inspection of any kind by the District, the person liable therefore shall reimburse the actual costs incurred by the District for such observation or inspection. If required by the District, the person requesting or needing the observation shall deposit an amount reasonably estimated by the District to cover the fee for such observation when the request for or notice of the needed observation is made. Any unused portion of the deposit will be refunded, and any deficit will be invoiced to the person liable therefore within 30 days after the observation.
(Cross Reference: 7-13 WITHHOLDING APPROVALS AND PERMITS)


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## 7-6 SERVICE CHARGES:

7-6-1 SERVICE CHARGE:

All persons making water taps shall be charged service fees.
Service fees shall commence at the time the water tap is made. The service charge consists of a monthly customer service charge and a water debt service charge. See Article 12 for full information on service fees. If the District is requested by a homeowner or their agent to disconnect water service to prevent freeze-up, a disconnect and reconnect fee plus all monthly service fees, including the period disconnected, must be paid in full before service is resumed.

7-6-2 AVAILABILITY OF SERVICE CHARGE:

The Availability of Service Charge will be assessed against all lots where water lines are installed and ready for connection within 100 feet of the property line of such lot, but this does not apply to lots where a house exists and is connected to existing water lines. In the event two or more lots are combined into one lot, the Availability of Service Charge will continue only on the replatted lot if that lot continues to be subject to the Availability of Service Charge requirements. If the combined lot is, at some future date, replatted back into individual lots, the current owner (owners) will be subject to the Availability of Service Charge on each individual lot back to the date the lots were combined.
(Cross-Reference: Article 12, RATES & CHARGES SCHEDULE)

## 7-7 INCLUSION FEES:

Forest View Acres Water District is extremely fortunate to have high quality surface water as its supplementary source of water. This situation is very rare in Colorado and is a definite economic and quality of life advantage to be granted inclusion into the Water District. Therefore, any person or organization who petitions for inclusion must consent to pay a mandatory inclusion fee, pursuant to C.R.S. Section 32-1-402(b) and Article 4 above, for the privilege of enjoying the economic and quality of water benefits existing to FVAWD. This fee is to be paid upfront as a condition for granting inclusion and is not be considered as any of the administrative or development costs required to include the petitioning area.

7-7-1 FEE CALCULATION:

The Board of Directors will assess a mandatory inclusion fee based on acreage, prorated by square footage for portions less than whole acres based on one of the following two formulas:

a. Flat Rate Method: $3,000 per acre adjusted for inflation using the base year D.R.I. inflation factor. This is an arbitrary rate established for the timely and convenient calculation of an inclusion fee. Once established, this rate can only be changed by a majority vote of the voting members of the entire District.


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7-7-1 FEE CALCULATION continued:

b. Current Value Appraisal Method: If the petitioner objects to the Flat Rate Method and agrees to pay all appraisal costs in advance, the District will hire an appraiser, experienced in appraising water rights and systems, to appraise the current value of the Water District's total assets, with special attention given to the value of the surface and ground water rights. The current acreage appraised value of the District, prior to the inclusion, will be determined by the current assessed value and divided by the amount of acreage. The rate calculated by this method will be considered by the Board for presentation to the District membership for adoption as the new Flat Rate to be used in (a.) above.

7-7-2 PROCESSING COSTS:

All actual costs (2-1) incurred by the District in processing the Petition for Inclusion, calculated in accordance with the rates set forth in Article 12 hereto, payable regardless of whether the property is actually included. Petitioner shall deposit monies for such costs when the Petition for Inclusion is filed in the amount set forth in the Article B Rates and Charges Schedule. Any unused portion of the deposit will be refunded, and any deficit will be invoiced to petitioner, and must be paid by petitioner, before recordation of the Inclusion Order of the District Court.
(Cross-Reference: Article 12, RATES AND CHARGES SCHEDULE)

**7-8 DISCONNECTION/RECONNECTION CHARGES:**

When water is once turned on to any premises and thereafter turned off for any reason, except for repair, the customer shall be subject to a Disconnection/Reconnection, Turn-off/Turn-on Charge, which must be paid prior to resumption of service.
(Cross- Reference: Article 12, RATES AND CHARGES SCHEDULE)

**7-9 CURE CHARGES:**

Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules and Regulations, any person who is responsible under these Rules and Regulations to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the actual costs (2-1) incurred by the District for such undertaking, calculated in accordance with the rates set forth in Article 12 hereto. Nonpayment of costs may result in a lien against the property and any balance due will bear interest at the maximum rate set by State Statutes.
(Cross-reference: Section 10 SYSTEM SPECIFICATIONS; 9-5, CURE OF VIOLATION)


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## 7-10 CIVIL FINES PASSTHROUGH:

Any person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by any governmental authority having jurisdiction, shall be fully liable to the District for the total amount of the fine so assessed.

## 7-11 DELINQUENCY CHARGES: COLLECTION COSTS, LIEN:

All service charges commence from and after the time the property owner taps the main line of the District, unless contractual arrangements call for an earlier service fee payment time. All service and water usage charges shall be payable by the due date established on the water bill sent by the District. There may be a late payment penalty assessed on all outstanding charges of I % per month interest prorated daily. The District will send a thirty-day late notice to the owner. If payment is not made after sixty days of receipt of this notice, the District will send by Registered Mail, return receipt, a Notice of Intent to Cut off Water in ten days. Water service will not be turned on again until all delinquent charges are paid, along with a Disconnect/Reconnect Fee and all costs incurred by the District to serve notice to disconnect service. Water shall not be turned on again until all rates are paid, together with the disconnect and reconnect charges. Until paid, all rates tolls, fees, charges, interest, penalties, and costs of collection shall constitute a perpetual lien on or against the property served. Reference; Sections 32-1-1001(l)(j); 32-1-1006(l)(d); 31-35-402(l)(f) C.R.S.

## 7-12 WITHHOLDING APPROVALS AND PERMITS:

Notwithstanding any provision of these Rules and Regulations to the contrary, the District will withhold permits, approvals, or other authorizations from any person until all sums then due to the District from such person are paid in full.

## 7-13 TRANSFER FEES:

A transfer fee will be charged whenever a lot is sold or changes ownership.
Such fee is to be collected at closing.



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# ARTICLE 8

# PROHIBITIONS

## 8-1 GENERAL:

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

8-1-1 FAILURE TO COMPLY WITH RULES AND REGULATIONS:

Failure or refusal to comply with any requirement imposed in these Rules and Regulations.

8-1-2 UNAUTHORIZED SERVICE CONNECTION:

Make any connection to any District facility to secure water service without all District permit or permits required therefore.
(Cross-reference; Article 5, SERVICE AND PERMITS, 9-7-1 PENALTY CHARGES)

8-1-3 UNAUTHORIZED USE OF WATER:

It shall be unlawful without specific approval of the District Manager for any person to take, receive and use any water from the District waterworks or mains in any buildings or any lot for any purpose whatsoever, except water used and measured through a meter. The District will read meters each month during a period designated by the Board of Directors.

8-1-4 VIOLATION OF PERMIT:

Take or use water from the District system in violation of the terms of any permit, including the supplying of water from a permitted premise for service to any other premises not covered by the permit.
(Cross-reference; 5-9, HYDRANT PERMITS; 5-10, FIRE PROTECTION; 9-7-3, PENALTY CHARGES)

8-1-5 UNAUTHORIZED SUPPLY:

Supply, take or use treated water within the District from any water system other than the District system.
(Cross- reference: 9-7-6, PENALTY CHARGES)

8-1-6 ESCAPE OR WASTE OF WATER:

The escape of water from the District system in such a way that such water is wasted or lost to beneficial use.
(Cross-reference: 9-7-5, PENALTY CHARGES)


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8-1-7 VIOLATION OF CONSERVATION OR CURTAILMENT ORDER:

Take or use water from the District system in violation of any order of the District relating to the curtailment or conservation of water
(Cross-reference: 9-7-7, PENALTY CHARGES)

8-1-8 UNAUTHORIZED ENTRY:

Open or enter any District facility or property without District authorization.
(Cross-reference: 9-7-1 1, PENALTY CHARGES)

8-1-9 FOREIGN MATERIALS:

The entry of any foreign materials into any water facility, public or private. (Cross-reference: 9-7-12, PENALTY CHARGES)

8-1-10 INTERCONNECTION/ CROSSCONNECTIONS:

Any physical connection between the District system and any other water system, without the written approval of the District.
(Cross-reference: 9-7-4, PENALTY CHARGES; Article 1-7, CROSSCONNECTIONS)

8-1-11 RIGHT OF WAY/EASEMENT VIOLATIONS:

Construction, installing, or placing any structures or improvements of any kind, surface, or subsurface, temporary or permanent, or planting any tree, woody plant or nursery stock of any kind within the boundaries of any District right of way or easement in violation of the terms or conditions of such right of way or easement, without express written authorization from the District. For the purposes of this provision, the term "structures" includes, but is not necessarily limited to, improved walkways, roads, curbs, gutters, sprinkling systems, other utility facilities including those for cable TV, fences, walls, polls, ponds, water features, athletic playing fields or courts, any and all earthen improvements such as berms and grades providing lateral support to any building or other structure, whether or not such structure is itself within the boundaries of the right of way or easement. (Cross-reference: 9-7-10, PENALTY CHARGES)

8-1-12 INTERFERENCE:

Any interference with Representatives of the District as defined in Article 2 in the performance of their duties.
(Cross-reference: 9-7-8, PENALTY CHARGES)

8-1-13 TAMPERING:

Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District system.
(Cross-reference: 9-7-9, PENALTY CHARGES;
Section 40-7.5-102, C.R.S.)


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8-1-14 OBSTRUCTING FLOW:

(Cross-reference: 9-7-9, PENALTY CHARGES)

8-1-15 VIOLATION OF TERMINATION/SUSPENSION ORDER:

Take, use or consume any water from the District system in violation of a suspension or termination order under Section 9-4.

8-1-16 FALSE OFFICIAL STATEMENT/ REPORT:

The making or filing with the District of any statement, report or application which he knows or has reasonable cause to know is false or substantially inaccurate, or the omission of any material fact in connection with such statement, report or application when the omission leaves the remainder of the information given misleading or substantially inaccurate.
(Cross-reference: 1-11 DUTY TO REPORT; 5-1 PERMIT REQUIRED; APPLICATIONS 5-2-3 REVOCATION; 5-8 TAP SIZING; INCREASES; 6-9; CONDITIONAL ACCEPTANCE; 6-11 FINAL ACCEPTANCE; 9-7-15, PENTALTY CHARGES)

**8-2 SEPARATE VIOLATIONS:**

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

NOTE: The following State Statutes are potentially applicable. Any suspected violation may be reported to the El Paso County Sheriff and prosecuted in State Courts:

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


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# ARTICLE 9

## ENFORCEMENT AND ADMINISTRATION

### 9-1 DISTRICT AGENTS AND REPRESENTATIVES:

The District Representatives as defined in Article 2 shall have full authority to act for and on behalf of the District in any matter affecting the administration or enforcement of these Rules and Regulations.

### 9-2 LIABILITY:

Upon being issued a permit to tap a public water line, a property owner shall assume the responsibility for all damages, costs, expenses, outlays and claims of every nature and kind arising out of the unskillfulness or negligence on the part of himself or the part of his agents in connection with plumbing or excavating in preparation for making a water tap. The owner shall further be responsible for obtaining any permits required from other agencies.

### 9-3 RIGHT OF ENTRY FOR INSPECTIONS:

Duly authorized representatives of the District, bearing proper credentials and identification, shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling, and testing in connection with the enforcement and administration of these Rules and Regulations.

### 9-4 SUSPENSION OR TERMINATION OF SERVICE:

In addition to and without waiving any other available remedy, the District shall have and may exercise the right to suspend or terminate service to any property where a violation of these Rules and Regulations occurs or continues, in accordance with the following:

9-4-1 IMMEDIATE SUSPENSION/TERMINATION:

The District may immediately terminate service upon revocation of any permit, or suspend service when such suspension is necessary in order to stop or prevent any use or escape of water from the District system, which presents or may present a risk of substantial loss of water or an imminent and substantial endangerment to the property, health, or welfare of any person.

9-4-2 NOTICE AND OPPORTUNITY FOR HEARING:

A. When it appears that any fees or charges imposed under these Rules and Regulations have become delinquent, or that any private water facilities in the District, or any use being made of private or District water facilities, are not in conformity with these Rules and Regulations, any permit or approved plans, or any applicable agreement or contract, the District may, by Certified



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mail or deliver to the owner of the property where or as to which the deficiency occurs, at the service address or a known current mailing address for the property owner of the affected property, a notice advising of the following:

(1) the alleged deficiency;
(2) that water service to the property will be suspended or terminated on account of such deficiency on a date not less than 10 days from the date of the notice unless the stated deficiency is sooner cured;
(3) the right to a hearing concerning the alleged deficiency; and
(4) a request for a hearing shall be made in writing before the suspension or termination date specified in the notice if a hearing is desired.

B. If the property owner does not cure the stated deficiency or request a hearing within the time provided, the District shall forthwith order the service to be suspended or terminated, as appropriate. CRS 32-1-1006

9-4-3 EXECUTION OF ORDER:

Any person notified of a suspension or termination of service shall immediately stop or eliminate the taking of any and all water from the District system at the property affected by such order. The District may take such steps as deemed necessary, including a physical interruption or disconnection of service, in order to enforce the suspension or termination order.

9-4-4 GROUNDS FOR TERMINATION, EFFECT:

Service shall be terminated and not merely suspended if (1) the permit therefore is revoked; or (2) the connection providing such service was not authorized when made; or (3) the service was suspended at least two times within the preceding five years as a consequence of the acts or omissions of the same property owner. Any service terminated under this Section 9-4 may not be reinstated. The owner of any property served by a service, which has not been terminated may apply for new service for such property as provided in Article 5.

9-4-5 REINSTATEMENT OF SUSPENDED SERVICE:

The District President shall rescind any suspension order upon a determination that the deficiency forming the basis for such suspension order has been cured and that no further or other nonconforming conditions or uses of the District system are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection charge and the District President's reasonable estimate of any applicable reconnection charge imposed under 7-9, and any and all other amounts then due to the District from such person.



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## 9-5 CURE OF VIOLATIONS:

9-5-1 ORDER TO CURE:

If the District determines that any water facilities are not in conformity with these Rules and Regulations or that the terms of any right of way, easement or other agreement between the District and a property owner are being violated, it may give written notice thereof to the property owner at the service address or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the property owner at his cost to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work. The property owner shall notify the District when the specific corrective work has been completed and is ready for District inspection.
(Cross-reference: 10 SYSTEM SPECIFICATIONS)

9-5-2 DISTRICT CURE AT OWNER COST:

If the property owner fails within the specified time following such notice to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the property owner for its actual costs (Article 2-1) incurred in connection therewith, calculated in accordance with the rates set forth in Article 7. Those provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any charges assessed to the property owner under this section.
(Cross-reference: 7-9, CURE CHARGES; 7-12, WITHHOLDING APPROVALS AND PERMITS; ARTICLE 10 SYSTEM SPECIFICATIONS)

## 9-6 APPEALS:

Any orders, directives or decisions of the District relating to the administration or enforcement of these Rules and Regulations may be appealed, in writing, to the Board of Directors, within ten days of the effective date of the order, directive or decision.

## 9-7 PENALTY CHARGES:

For the purposes of defraying the District's costs and expenses incurred in discovering, investigating, curing, and repairing the consequences of violations of applicable requirements, and in order to deter persons from committing such violations, there is hereby imposed upon any person who the District finds and determines causes, or attempts to cause, or who permits, solicits, aids or abets any other person to cause or attempt to cause, by act or omission, any of the violations set forth below the penalty charge set forth for such violation. For the purposes of this section, it shall be rebuttable presumed that the owner of the property served by any private water facilities where or upon which such violation exists, or of property which directly benefits from such violation, is the person who caused or permitted the same to occur. A separate and distinct violation shall be deemed committed upon each day or portion of thereof that any such violation shall occur or continue. Those provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any and all charges imposed under this section 9-7.



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9-7-1 UNAUTHORIZED SERVICE CONNECTION:

Any service connection made to the District system without a proper permit therefore is prohibited. Any such unauthorized connection is subject to the following penalty: An amount equal to twice the current tap fee.
(Cross-reference 8-1-2, UNAUTHORIZED SERVICE CONNECTION)

9-7-2 UNAUTHORIZED USE OF WATER:

Taking or using water from the District system without a valid permit therefore Taking or using water from a permitted premise for service on any other premises not covered by the permit shall also subject the violator to the following penalty: $1,000.00
(Cross-reference: 8-1-3, UNAUTHORIZED USE OF WATER)

9-7-3 VIOLATION OF PERMIT:

Taking or using water from the District system in violation of the
(Cross- reference: 8-1-4, VIOLATION OF PERMIT)

9-7-4 INTERCONNECTION, CROSSCONNECTION:

Making any physical connection between the District system and any other water system, without the written approval of the District: $1,000.00.
(Cross- reference: 8-1-10, INTERCONNECTIONS; CROSSCONNECTIONS)

9-7-5 ESCAPE OR WASTE OF WATER:

Causing or permitting the escape of water from the District system in such a way that water is wasted or lost to beneficial use:$1,000.00.
(Cross- reference: 8-1-6, ESCAPE OR WASTE OF WATER)

9-7-6 UNAUTHORIZED SUPPLY:

Supplying, taking or using treated water within the District from any water system other than the District system: for supplying, for taking or using, $1,000

9-7-7 VIOLATION OF CONSERVATION OR CURTAILMENT ORDER:

Take or use water from the District system in violation of any order of the District relating to the curtailment or conservation of water: $100.00.
(Cross-Reference: 8-1-7, VIOLATION OF CONSERVATION OR CURTAILMENT ORDER)

9-7-8 INTERFERENCE: FAILURE TO PERMIT INSPECTION:

(Cross-reference: 8-1-12, INTERFERENCE; 9-3, RIGHT OF ENTRY FOR INSPECTION)


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9-7-9 TAMPERING:

Bypassing, breaking damaging, dumping, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District system, obstruction the flow of water in the District system, or obstructing access to District facilities $2,500.00 plus all incurred costs.
(Cross-reference 8-1-13, TAMPERING; 8-1-14, OBSTRUCTING FLOW)

9-7-10 EASEMENT VIOLATIONS:

Placing any prohibited plant or structure within in the boundaries of any District right-of-way or easement, in violation of Article 8-1; $150.00.
(Cross-reference: 8-1-11, EASEMENT VIOLATIONS)

9-7-11 UNAUTHORIZED ENTRY:

Opening or entering any District property or facility without authorization; $25.00.
(Cross- reference: ARTICLE 8-1-8, UNAUTHORIZED ENTRY)

9-7-12 FOREIGN MATERIALS:

Causing or permitting the entry of any foreign materials into any water, public or private: $100.00 plus cost to repair
(Cross-reference: 7-10CIVIL FINES PASSTHROUGH; 8-1-9, FOREIGN MATERIALS; 9-1 CIVIL DAMAGES)

9-7-13 FAILURE TO REPORT:

Failing to report damage to or alteration of any District facility, or any foreign materials or obstruction in the flow of water in any District facility: $100.00.
(Cross-reference: 1-11 DUTY TO REPORT)

9-7-14 VIOLATION OF STOP WORK ORDER:

Performing or continuing to perform any work in violation of a stop work order: $500.00.
(Cross-reference: 10 SYSTEM SPECIFICATIONS)

9-7-15 FALSE OFFICIAL STATEMENT:

Making or filing with the District any statement, report or application which the person making or filing same knows or has reasonable cause to know is false or substantially inaccurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate: $100.00.
(Cross-reference: 1-11, DUTY TO REPORT; 5-1, PERMITS REQUIRED; APPLICATIONS; 5-2-3, REVOCATION; 5-8, TAP SIZING, INCREASES; 6-11 FINAL ACCEPTANCE; 8-1-16 FALSE OFFICIAL STATEMENT)


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9-7-16 FAILURE TO NOTIFY OF EXCAVATION:

Failing to notify the District of excavations in the area of subsurface District facilities at least three business days before beginning such excavations: $15.00. (Cross-reference: I- 12, NOTICE OF EXCAVATIONS; SECTION 9-1.5-103(3) C.R.S.)

**9-8 CIVIL DAMAGES:**

In addition to and without waiving any other available remedy, the District may recover civil damages from any person liable under the laws of the United States or the State of Colorado to the District as a result of any violation of these Rules and Regulations or other unlawful act or omission. Such damages shall include the cost of any water taken in violation of any provision of these Rules and Regulations, plus the District's actual costs of discovering, investigating, curing, mitigating and repairing the consequences of any violation or other unlawful acts of omissions, calculated according to the rates set forth in Article 12. The District shall further be entitled to recover three times its actual damages in cases covered by the provisions of Article 7.5, Title 40, C.R.S., which provisions are incorporated herein by reference.



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# ARTICLE 10

# WATER SYSTEM SPECIFICATIONS

## 10-1 GENERAL

Due to the complex design of the District's infrastructure, all projects within the District will be evaluated and approved on an individual basis by the District's Board and/or the District's Engineer.

Standards for materials to be incorporated into the project and construction methods will be detailed based on the design requirements.
(Cross-reference: Section 1-7-1) (circular reference between article 1-7-1 and article 10 – ambiguous – what was in old Article 10?)


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# FOREST VIEW ACRES WATER DISTRICT
**7995 E. PRENTICE AVE., SUITE 103E**
## GREENWOOD VILLAGE, CO 80111

**ARTICLE 11**

**APPLICATION FOR WATER TAP PERMIT**
(Nontransferable)

Expiration Date: _____
(365 Days from date of approval)

1. The undersigned applicant requests the authority to tap the water lines of the Forest View Acres Water District for a water tap located on

Street _____

Lot #_____ Block _____ Subdivision_____

Legal Description_____, which is within the boundaries of the District. The undersigned applicant certifies that he has read the rules and regulations of the District and will construct all facilities to conform to the rules and regulations, and this application.

2. With this application, the applicant deposits with the District the following fees:

| | |
|---|---|
| Administrative Fee | $500.00 |
| Observation & Inspection Fee | $500.00 |
| Water Tap (3/4" Residential) | $15,000.00 |
| Total | $16,000.00 |

Check #_____

3. If construction is not commenced within three hundred and sixty fire days (365) after the date of the application, this permit shall expire and all fees and deposits paid will be forfeited. The applicant must reapply and have a permit approved before construction can commence. Neither this application nor the permit granted hereunder shall be transferable.

4. Applicant further agrees to:

   a. Schedule with FVAWD Operations Manager at least (3) days in advance, the date and time of proposed tapping of the District's main line. Contact Information: ORC Water Professionals – 719-238-7989.

   b. The FVAWD Operations Manager, or authorized representative, must be present for the excavation of and into tapping of any District main. All tapping will be done during normal daylight hours in weather conditions acceptable to the FVAWD Operations Manager.

   c. The FVAWD Operations Manager may terminate all excavation and tapping efforts for any reason, at any time. The tap must be inspected and approved by the FVAWD Operations Manager


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before service will be turned on. The applicant is responsible for all expenses and any damages with might occur as a result of the excavation and tapping.

d. After tapping, the applicant is responsible to pay the current monthly service and water usage fees when billed.

5. The applicant is responsible for compliance with the District's Rules and Regulations, available on the District's website: www.colorado.gov/fwawd as well as payment of any costs arising from noncompliance.

6. Charges imposed by the District stay with the property and the property owner is ultimately responsible for the payment of said charges. If a property is leased, the District will bill the tenant as a matter of courtesy; however, if the tenant does not pay the District for charges incurred, the property owner of record is responsible for payment of any outstanding charges.

7. All water service installations must conform to the Rules and Regulations and specifications of the District.

**Dated this _____ day of _____, 20 _____.**

| | |
|---|---|
| _____ | _____ |
| **Name of Prime Contractor** | **Name of Owner** |
| _____ | _____ |
| **Address** | **Address** |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| **Signature:** | **Signature:** |
| _____ | _____ |

---

**For Office Use Only:**

**Acknowledgement of receipt of**

**1. Tap Fee _____ Check #**

**2. Administrative Fee _____ Check #**

**3. Inspection Fee _____Check #**



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# RATES AND FEES

| **Item** | **FVAWD Rules and Regulations Reference** | **Rate/Fee** |
|---|---|---|
| Administrative Processing Fee for Application for Water Tap | Articles 5, 7 | $500 (non refundable) |
| Water Tap | Articles 5, 7, 8, 11 | $15,000 |
| Refunds | Article 7 | Unused portion of hydrant fee. Unused portion of tap inspection fee |
| Hydrant Use Fee | Articles 5, 7,9,16 | $25 + $300 deposit. Water rate $8 per 1000 gallons |
| Plan Review Fee | Articles 6, 7 | $150 per hour |
| Observation/Inspection Fee | Article 7 | $500 |
| Transfer Fee | Article 7 | $150 |
| Service Charges: | | |
| Operations Fee | Article 7 | $40 |
| Capital Improvement Fee | Article 7 | $47 |
| Late Charge | Article 7 | $15 |
| AOS Charges | Article 7 | $20 per month per lot |
| Inclusion Fee | Articles 4, 7 | $3000 per acre |
| Shut Off/Turn On Fees | Articles 7,9,10 | $100 each |
| Inclusion Fee | Article 7 | Actual fine |
| Delinquency Charges | Article 7 | 1% per month |


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| Collection Costs | Article 7 | Actual costs |
|---|---|---|
| Lien | Article 7 | $500 per filing |
| Unauthorized service connection | Articles 8, 9 | $30,000 (2x tap fee) |
| Unauthorized water use | Articles 8, 9 | $1000 (plus remediation costs) |
| Violation of permit | Articles 8, 9 | $1000 |
| Interconnection/cross connect. | Articles 8, 9 | $1000 |
| Escape or waste of water | Articles 8, 9 | $1000 |
| Unauthorized supply | Articles 8, 9 | $500 |
| Violation to Emergency Order | Articles 8, 9 | $500 |
| Interference with inspection | Articles 8, 9 | $1,000 |
| Tampering | Articles 8, 9 | $2500 |
| Easement violations | Articles 8, 9 | $150 |
| Unauthorized entry (Criminal Offense) | Articles 8, 9 | Prosecution plus cost of remediation |
| Foreign Materials | Articles 8, 9 | $100 plus cost of repairs |


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| | | |
|---|---|---|
| Failure to report damage/Failure to notify of dig (call for locates) | Articles 9, 11 | $500 plus remediation |
| Violation of stop work order | Articles 9, 10 | $1000 |
| Failure to Notify of Excavation | Articles 1, 9 | $15 |
| Civil Damages | Articles 9 | 3X actual damages plus attorney fees |
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## ARTICLE 13

## INCLUSION PETITION FORM

**DISTRICT COURT, EL PASO COUNTY, STATE OF COLORADO**

**Civil Action Number**

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**PETITION FOR INCLUSION INTO FOREST VIEW ACRES WATER DISTRICT**

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**Pursuant to S32-4-408 (2), C.R.S., the undersigned Petitioners being the only fee simple owners of the within described real property. Petition the Board of Directors of the Forest View Acres Water District to have such real property included within the Boundaries of the District.**

**The undersigned petitioners acknowledge the requirements for inclusion contained in Article 4 of the Forest View Acres Water District Rules and Regulations.**

**A description of the property to be included in Forest View Acres Water District is as follows:**

**The undersigned Petitioners assent to the inclusion of the above-described real property in the District and ask that the Petition be granted and the Board of Directors enter an Oath that the above-described real estate be included within the boundaries of the Forest View Acres Water District. Petitioners further request that the Board of Directors take such action as is necessary to see that said land is included within the boundaries of the District.**



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## ARTICLE 14

## HYDRANT PERMIT APPLICATION

**Forest View Acres Water District hereby issues a Hydrant Use Permit to:**

Business: _____

Contact: _____

Address: _____

Phone: _____

Authorized by: _____ Date _____

This permit is granted for the period and conditions set forth below:
Permit Fee: $25.00 (nonrefundable)
Deposit: $300.00 (refundable deposit) this will be returned after the final water usage bill has been paid and notification that you will no longer be using the hydrant.

Location of Hydrant: _____

Date of Permit:

_____

Renewal Date:

_____

Date & Check #: _____ Renewal Date: _____

**PERMIT MUST BE RENEWED UPON EXPIRATION DATE ON THIS APPLICATION**
**CONDITIONS TO BE COMPLIED WITH:**

1. User agrees to provide and use a companion valve on the hydrant at all times.
2. A standard hydrant wrench is required to operate the fire hydrant.
3. Turn the fire hydrant on and off **SLOWLY!!** Please make sure hydrant is completely open.
4. Keep a copy of this permit on the job at all time-- and available for inspection.
5. User is responsible for any damage to the hydrant while this permit is in effect. The user will be billed costs to repair the hydrant. Please notify the district if use of the hydrant ceases before the permit expires.
6. User agrees to keep a daily load count and turn it in to the District at expiration of the permit.
7. This cost of the water will be billed at $8.00 per thousand gallons.
8. In the event truck is used, it will be inspected for air gap on filler.

Tank Capacity: _____
Number of Loads: _____



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