

**WINTER PARK RANCH WATER & SANITATION DISTRICT**

**RULES AND REGULATIONS**

(Revised – November, 2015)

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WINTER PARK RANCH WATER AND SANITATION DISTRICT  
RULES AND REGULATIONS

CHAPTER I. AUTHORITY, POLICY AND PURPOSE

1.1 AUTHORITY

These Rules and Regulations are authorized by and are in compliance with Colorado's Special District Act, C.R.S. § 32-1-101 et seq. (as amended).

1.2 DECLARATION OF POLICY

The Board of Directors of the Winter Park Ranch Water & Sanitation District expressly finds and determines that the adoption of these Rules and Regulations is necessary for the health, welfare, security and public safety of the inhabitants of the District and for the orderly and uniform administration of the affairs of the District. It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part hereof is separate, distinct and severable from all other parts. Omission from, and additional materials set forth in, these Rules and Regulations shall not be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility or limitation or restriction imposed or conferred upon the Board of Directors of the Winter Park Ranch Water & Sanitation District by virtue of the statutes as now existing or as may hereafter be amended. Nothing contained herein shall be so construed as to prejudice, limit or affect the right of the District to secure the full benefit and protection of any laws which are now or hereafter may be enacted by the Colorado state legislature pertaining to water and sanitation districts.

1.3 PURPOSES

These Rules and Regulations shall govern the operations and functions of the Winter Park Ranch Water & Sanitation District and shall supersede previous rules and regulations of the District.

The purpose of these Rules and Regulations is to provide for the control, management and operation of the water treatment and distribution systems and the wastewater collection and treatment systems of the Winter Park Ranch Water & Sanitation District, including additions, extensions and connections thereto.

1.4 APPLICABILITY

These Rules and Regulations shall apply to all owners of improved and unimproved properties within the Winter Park Ranch Water & Sanitation District, whether said property is connected to the District's water and/or sewer system or not.

1.5 INVALIDITY OF RULES AND REGULATIONS

If any section, subsection, paragraph, clause or other provisions of these Rules and Regulations shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision, shall not affect any of the remaining provisions.

CHAPTER II. DEFINITIONS  
(C.R.S. § 32-1-103)

As used in these Rules and Regulations, unless the context otherwise requires:

- 2.1 "BOARD" means the Board of five Directors of the Winter Park Ranch Water & Sanitation District.
- 2.2 "BUILDING" means any structure with Plumbing Facilities of any nature.
- 2.3 "COURT" means the district court in Grand County in the (Fourteenth) Judicial District or the district court to which the file pertaining to the Winter Park West Water & Sanitation District is transferred pursuant to C.R.S. § 32-1-303(1)(b).
- 2.4 "DIRECTOR" means a member of the Board.
- 2.5 "DISTRICT" means the Winter Park Ranch Water & Sanitation District.
- 2.6 "DISTRICT SPECIFICATIONS" means the specifications as adopted by the District for the design, installation, and construction of sewer pipe and appurtenances, as the same may be amended from time to time.
- 2.7 "DIVISION" means the division of local government in the department of local affairs, state of Colorado.
- 2.8 "ELIGIBLE ELECTOR" means a person who, at the designated time or event, is registered to vote pursuant to the "Uniform Election Code of 1992", articles 1 to 13 of title 1, C.R.S., and:
  - A. who has been a resident of the District or the area to be included in the District for not less than thirty days; or
  - B. who, or whose spouse, owns taxable real or personal property situated within the boundaries of the District or the area to be included in the District, whether said person resides within the District or not.

A person who is obligated to pay taxes under a contract to purchase Taxable Property situated within the boundaries of the District or the area to be included within the District shall be considered an owner for the purposes of this definition.

- 2.9 "FACILITIES" means the District's water and sewer lines, storage facilities, wells, well houses and all easements and appurtenances thereto. The term does not include Service Lines.
- 2.10 "MANAGER" means the District's representative who shall have such powers and duties as may be specifically assigned by the Board.
- 2.11 "OWNER" means the record owner of any property receiving; required to receive; or that will, upon some action (e.g., connection), receive water service and sewer collection, treatment, or related service from the District. Although others may act on the Owner's behalf (e.g., apply for connection approval, use Owner's property), the Owner is the Person that is ultimately responsible for compliance with the District's Rules and Regulations, including payment of all fees and charges.
- 2.12 "PERSON" means any individual, firm, company, association, society, corporation, group, or governmental authority or agency.
- 2.13 "PLUMBING FACILITY" means any device directly or indirectly connected to the District's Facilities including, but not limited to, toilets, showers, sinks, dishwashers, clothes washers, grease traps, and disposals.
- 2.14 "PUBLICATION" means printing, one time, in one newspaper of general circulation in the District if there is such a newspaper, and, if not, then in a newspaper in the county in which the District is located.
- 2.15 "QUORUM" means more than one-half of the number of Directors serving on the Board of the District.
- 2.16 "REGULAR ELECTION" means the election on the Tuesday succeeding the first Monday of May in every even-numbered year, held for the purpose of electing members to the Board of the District and for submission of other public questions, if any.

- 2.17 "RULES AND REGULATIONS" means the provisions of these Rules and Regulations as the same may be amended from time to time. The phrase "as provided herein," used throughout these Rules and Regulations, means as the provisions of these Rules and Regulations provide as the same may be amended from time to time.
- 2.18 "SERVICE LINE" means the water or sewer line from the Building being served by the District to the Water or Sewer Main.
- 2.19 "SEWER MAIN" means any pipe or conduit for carrying sewage as so designated by the District to which the District may allow the connection of Service Lines.
- 2.20 "SINGLE-FAMILY EQUIVALENT UNIT (SFE UNIT)" means a building unit that possesses the average characteristics of a home of a single family in a permanent residence in the District. One SFE Unit contributes a maximum of 300 gallons per day, 0.63 pounds of biological oxygen demand per day, and 0.63 pounds of total suspended solids per day to the District's Facilities. For the purpose of these Rules and Regulations, non-single-family permanent residence uses shall be converted to the number of SFE Units associated therewith. This conversion shall be determined by the District on the basis of the characteristics that are common to both permanent residential single-family uses and other uses. Where more than one characteristic is common to both uses, a weighting factor may be used to establish the relative importance of these characteristics on the District's Facilities. At this time, the District has converted a number of non-single-family uses into SFE Units as shown in Appendix A. The conversion values in Appendix A are generally applicable. Different conversion values may be used in converting non-single-family permanent residence uses into SFE Units if the District determines that the conversion values in Appendix A are not appropriate. In addition, the conversion values in Appendix A are subject to change from time to time as more information becomes available to the District.

- 2.21 "SPECIAL ELECTION" means any election called by the Board for submission of public questions and other matters. Such election shall be held on the first Tuesday after the first Monday in February, May, October, or December, in November of even-numbered years or on the first Tuesday in November of odd-numbered years. The District may petition the Court for permission to hold a Special Election on a day other than those specified in this section. The Court may grant permission only upon a finding that an election on the days specified would be impossible or impracticable or upon a finding that an unforeseeable emergency would require an election on a day other than those specified.
- 2.22 "TAXABLE PROPERTY" means real or personal property subject to general ad valorem taxes. Taxable Property does not include the ownership of property on which a specific ownership tax is paid pursuant to law.
- 2.23 "TAXPAYING ELECTOR" means an Eligible Elector of the District who, or whose spouse, owns taxable real or personal property within the District or the area to be included in or excluded from the District, whether said person resides within the District or not. A person who is obligated to pay taxes under a contract to purchase Taxable Property within the District shall be considered an owner for the purposes of this definition.
- 2.24 "USER" means any Person to whom any sewer collection, treatment or related service is furnished.
- 2.25 "WATER MAIN" means any pipe or conduit carrying water as so designed by the District to which the District may allow the connection of service lines.

## CHAPTER III. DISTRICT ORGANIZATION

### 3.1 CORPORATE SEAL

The seal of the District shall be a circle containing the name of the District and shall be used in all places and in such manner as public and private corporations generally use seals. The Secretary shall have custody of the seal and shall be responsible for its safekeeping and care. (C.R.S. § 32-1-902(1)).

### 3.2 OFFICE

The principal office of the District shall be at 509 Zerex Street, Suite 102, Fraser, Colorado but the Board may designate and locate and relocate the District's principal office as in its judgment is needed to conduct the business of the District. (C.R.S. § 32-1-904).

### 3.3 MEETINGS

3.3.1 Regular Meetings. Regular meetings of the Board shall be held on the third Tuesday of each month at 6:30 p.m. at the District's Office or such place designated by the Board. (C.R.S. § 32-1-903(1)).

3.3.2 Notice. Notice of the time and place designated for all regular meetings shall be posted in at least three public places within the limits of the District, and, in addition, one such notice shall be posted in the office of the clerk and recorder of Grand County. Such notices shall remain posted and shall be changed in the event that the time or place of such regular meetings is changed. (C.R.S. § 32-1-903(2)).

At least once annually, preferably at the January Board Meeting, the Board in accordance with CRS 24-6-402 (c) shall pass a Resolution (See Appendix I) specifying the location of the three posting places within the District.

3.3.3 Special Meetings. Special meetings of the Board may be held as often as the needs of the District require. Special meetings may be called by any Director by informing the other Directors of the date, time, and place of such special meeting, and the purpose for which it is called, and by posting notice as provided in § 3.3.2 at least three days prior to said meeting. (C.R.S. § 32-1-903).

### 3.3.4 Executive Sessions.

- A. An executive session may be held only at a regular or special meeting after the Board has publicly announced the topic(s) that will be discussed in the executive session and has obtained the affirmative vote of two-thirds of the quorum present. In announcing the topic for discussion, the Board need only identify the particular matter to be discussed in the executive session in as much detail as possible without compromising the purpose for which the executive session is authorized. (C.R.S. s 24-6-402(4)).
- B. An executive session may be held only for the purpose of considering any of the following topics:
- (1) Purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; provided, however, that an executive session cannot be held for the purpose of concealing the fact that a member of the Board has a personal interest in a particular property transaction.
  - (2) Conferences with an attorney for the District for the purposes of receiving legal advice on specific legal questions.
  - (3) Matters required to be kept confidential by a specific federal or state law, rule or regulation to which the Board specifically refers on the record.
  - (4) Specialized details of security arrangements or investigations.
  - (5) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators.
  - (6) Personnel matters, provided, however, that an executive session may not be called;
    - a. If the employee who is the subject of the executive session has requested an open meeting; or if the personnel matter involves more than one employee, and all the employees have requested an open meeting; or

- b. For the purpose of discussing members of the Board, any elected official, or the appointment of a person to fill the office of either a member of the Board or an elected official, or general personnel policies;
- (7) Consideration of any documents protected by the mandatory nondisclosure provisions of the Open Records Act pursuant to C.R.S. 55 24-72-201 or
- (8) Any other matters specifically authorized by statute.  
C.R.S. - 24-6-402 (4)
- C. No adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall occur at any executive session that is not open to the public. (C.R.S. - 24-6-402(4)).
- D. Recording the Executive Session
  - (1) Discussions that occur in the executive sessions will be recorded electronically (so long as this remains the method that the Board uses to record the minutes of its regular and special meetings). (C.R.S. - 24-6-402(2)(d.5)(II)(A)).
  - (2) The record of the executive session must include a statement identifying the specific topic(s) and Subsection(s) listed in 3.3.4 B which is/are the topic(s) to be discussed in the executive session. (C.R.S. - 24-6-402(2)(d.5)(II)(A)).
  - (3) The Board need not record any portion of a discussion that constitutes a privileged attorney-client communication pursuant to the opinion of the District's Attorney who is in attendance at the executive session. The record must state that no further record of the discussion was kept based on the opinion of the District's Attorney that the discussion constitutes a privileged attorney-client communication. (C.R.S.- 24-6-402(2)(d.5)(II)(B)).
  - (4) The Board shall retain the record of an executive session for a minimum of ninety (90) days after the date of such executive session. (C.R.S. - 24-6-402(2)(d.5)(II)(E)).

### 3.3.5 Power of Attorney Requirements

The Board of Directors has experienced certain miscommunications with representatives of District constituents and,

- A. Since the Board has no formal method of verifying the legal status of individuals purporting to represent District constituents and,
- B. Since the Board has no way of identifying conflicts of interest among constituents and their representatives and,
- C. Since the Board wishes to insure that all constituents are given a fair hearing before the Board,

The Board of Directors requires that the presence of one of the following to be in attendance at the Board Meeting where the constituents business is being discussed: The constituent or property owner, or the constituents lawyer bearing proof of representation or in the case of a corporation, partnership, Limited Liability entity, the president, general partner, managing member or general manager. Another individual may represent another person only if he/she provides a "Power of Attorney" to the District, clearly indicating the powers to be transferred.

## 3.4 CONDUCT OF BUSINESS

### 3.4.1 Board of Directors.

- A. Authority. The business and affairs of the District shall be managed by the Board in accordance with the Special District Act. All powers, privileges and duties vested in or imposed upon the District by law shall be exercised and performed by and through the Board, whether set forth specifically or implied in these Rules and Regulations. The Board may delegate to officers and employees of the District any or all executive, administrative, and managerial powers.
- B. Number. There shall be five members of the Board.

- C. Qualifications and Oath of Office. The members of the Board shall be Eligible Electors of the District. (C.R.S. § 1-4-501(1)). Each Board member, within thirty days after his election except for good cause shown and before assuming the responsibilities of his office, shall take and subscribe an oath of office. The oath may be administered by the clerk and recorder of Grand County, by the clerk of the Court, by any person authorized to administer oaths in Colorado, or by the chairman of the Board and shall be filed with the clerk of the Court and with the Division. (C.R.S. § 32-1-901(1)).
- D. Faithful Performance Bond. At the time of filing said oath, there shall also be filed for each Board member an individual, schedule, or blanket surety bond at the expense of the District, in an amount determined by the Board of not less than \$1,000 each, conditioned upon the faithful performance of each Board member's duties as a Director. (C.R.S. § 32-1-901(2)).
- E. Compensation. Each member of the Board may receive as compensation for his service a sum not to exceed that allowed by the Special District Act. No member of the Board shall receive any compensation as an employee of the District or otherwise, other than that provided in this section. Reimbursement of actual expenses for Directors shall not be considered compensation. (C.R.S. § 32-1-902(3)).
- F. Term. Except as provided in Subsection G of this Section, the term of office for Directors shall be four (4) years. (C.R.S. § 32-1-305.5(3)).
- G. Vacancies.  
(1) A Director's office shall be deemed to be vacant upon the occurrence of any one of the following events prior to the expiration of the term of office:  
  
(a) If for any reason a properly qualified person is not elected to a Director's office by the Eligible Electors as required at a Regular Election;

(b) If the person who was duly elected or appointed fails, neglects, or refuses to subscribe to an oath of office or to furnish the bond in accordance with the provisions of Subsections C and D of this Section;

(c) If the person who was duly elected or appointed submits a written resignation to the Board;

(d) If the person who was duly elected or appointed ceases to be qualified for the office to which he was elected;

(e) If the person who was duly elected or appointed is convicted of a felony;

(f) If a court of competent jurisdiction voids the election or appointment or removes the person duly elected or appointed for any cause whatsoever, but only after his right to appeal has been waived or otherwise exhausted;

(g) If the person who was duly elected or appointed fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences; except that such additional absence or absences shall be excused for temporary mental or physical disability or illness;

(h) If the person who was duly elected or appointed dies during his term of office. (C.R.S. § 32-1-905(1)).

(2) Any vacancy on the Board shall be filled within sixty days by appointment by the remaining Director or Directors, the appointee to serve until the next Regular Election at which time the vacancy shall be filled by election for any remaining un-expired portion of the term. (C.R.S. § 32-1-905(2)).

(3) All vacancy appointments shall be evidenced by an appropriate entry in the minutes of the meeting, and the Board shall cause a notice of appointment to be delivered to the person(s) so appointed. A duplicate of each notice of

appointment, together with the mailing address of the person(s) so appointed, shall be forwarded to the Division. (C.R.S. § 32-1-905(3)).

- 3.4.2 **Notifications.** On or before January 15 of each year, the District shall notify the board of county commissioners, the county assessor, the county treasurer, and the county clerk and recorder of Grand County; and the Division of the name of the chairman of the Board, the names of the other Board members, the contact person, the telephone number, and the business address of the District. (C.R.S. § 32-1-104(2)).
- 3.4.3 **District Business.** All official business of the Board shall be conducted only during a regular or a special meeting at which a Quorum is present. All meetings shall be open to the public. (C.R.S. § 32-1-903(2)).
- 3.4.4 **Vote Requirements.** Unless otherwise provided in these Rules and Regulations, any action of the Board shall require the affirmative vote of the majority of the Directors present and voting when a Quorum is present.
- 3.4.5 **Order of Business.** The business of all regular meetings of the Board shall be transacted as far as practicable in the following order:
  - A. Roll Call
  - B. Consideration and Approval of the Minutes of the Previous Meeting
  - C. Public Hearings
  - D. Public Comment
  - E. Consideration and Approval of Bills
  - F. Financial Report
  - G. Monthly Reports
  - H. Old Business
  - I. New Business
  - J. Correspondence
  - K. Other Business
  - L. Adjourn

The Manager of the District shall prepare an agenda for each Board meeting and all Persons desiring to appear before the Board for any purpose at a regular meeting shall make known such desire to the Manager in writing at least ten (10) days prior to such regular meeting.

3.4.6 Minute Book. All resolutions, motions and minutes of each Board meeting shall, within a reasonable time after their passage, be recorded in a book kept for that purpose and shall be signed by the President and Secretary of the Board. (C.R.S. § 32-1-902(1)).

### 3.5 OFFICERS

3.5.1 Election of Officers. The Board shall elect from its membership a President (who shall also serve as chairman of the Board), a Vice-President, a Secretary and a Treasurer who shall be the officers of the Board and of the District. The Secretary and Treasurer may be one person. The election of officers shall be held biennially at the first regular meeting of the Board after a Regular Election. Each officer so elected shall serve for his specified term of office until such term shall expire upon the election of his successor.

3.5.2 President. The President shall preside at all meetings, and shall be the chief executive officer of the District. Except as otherwise authorized, the President shall sign all contracts, deeds, notes and debentures on behalf of the District.

3.5.3 Vice-President. The Vice-President shall be the officer next in authority after the President. The Vice-President shall perform such duties and exercise such powers as are appropriate and as are prescribed by the Board or the President. Upon the death, absence or disability of the President, the Vice-President shall perform the duties and exercise the powers of the President.

3.5.4 Secretary. The Secretary shall keep the records of the District; shall act as Secretary at the meetings of the Board and record all votes and compose a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be custodian of the corporate seal of the District and shall have the power to affix such seal to all contracts and instruments authorized to be executed by the District. (C.R.S. § 32-1-902(1)). The Secretary shall preside at all meetings in the absence of the President and the Vice-President.

3.5.5 Treasurer. The Treasurer shall keep strict and accurate accounts of all money received by and disbursed for and on behalf of the District in

permanent records. The Treasurer shall file with the clerk of the Court, at the expense of the District, a corporate fidelity bond in an amount determined by the Board of not less than \$5,000, conditioned on the faithful performance of the duties of his office. (C.R.S. § 32-1-902(2)).

3.5.6 Additional Duties. The officers of the Board shall perform such other duties and functions as may be required from time to time by the Board, by the Rules and Regulations of the District, or by special exigencies, which shall later be ratified by the Board.

3.5.7 Vacancies. Any vacancy occurring in any office shall be filled for the unexpired term by appointment through action of the Board.

### 3.6 OTHER PERSONNEL

3.6.1 Manager. The Board may appoint a Manager who shall serve for such term and upon such conditions, including salary, as the Board may establish. The Manager shall have such powers and duties as may be specifically assigned to such person from time to time by the Board, including those powers and duties assigned to the Manager herein.

3.6.2 Other. The Board or Manager may retain such other agents, employees, engineers, attorneys and consultants, as the Board deems necessary. The selection of such agents, employees, engineers, attorneys, and consultants by the Board or Manager shall be based upon their relative qualifications and capabilities, and shall not be based on political services, affiliations or associations with the District. Agents and employees shall hold their offices at the pleasure of the Board and/or the Manager. Contracts for professional services of engineers, attorneys, and consultants may be entered into on such terms and conditions as may seem reasonable and proper to the Manager and/or the Board.

### 3.7 INDEMNIFICATION

Any person who at any time shall serve, or shall have served, as Director, officer, or employee of the District, and the heirs, executors, and administrators of such person, shall be indemnified by the District against all costs and expenses (including but not limited to attorney fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which he or they may be involved by virtue of such person's being or having been such Director, officer, or employee; provided, however, that such indemnity shall only apply to such person's acts occurring during the performance and within the scope of his duties as a Director, officer, or employee, and such indemnity shall not be operative with respect to: (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties as such Director, officer, or employee, or (b) any matter settled or compromised, unless, in the opinion of the Directors, there is no reasonable ground for such person being adjudged liable for negligence or misconduct in the performance of his duties as Director, officer, or employee, or (c) any amount paid or payable to the District by other enterprises. The foregoing indemnification shall be deemed exclusive of any other rights to which those indemnified may be entitled under any law, agreement or otherwise.

### 3.8 CONFLICT OF INTEREST

Any Director shall disqualify himself from voting on any issue in which he has a potential conflicting interest unless such Director has given seventy-two hours' actual advance written notice to the secretary of state and to the Board of the existence of a known potential conflicting interest of said Director in the transaction with reference to which he is about to act as a Director. For the purposes of this section, a "potential conflicting interest" exists when said Director is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any non-governmental entity participating in the transaction. Such disqualified Director shall not be counted for purposes of constituting a Quorum or for purposes of the vote. (C.R.S. §§ 18-8-308, 32-1-902(3)).

## CHAPTER IV. DISTRICT BUDGETING/INTERNAL CONTROLS

### 4.1 District Budgeting

The Fiscal year of the District shall commence on January 1 of each year and end on December 31. Budgeting for the District shall comply with the Local Government Budget Law of Colorado, C.R.S. §§ 29-1-101 et seq. (as amended), the Special District Act, C.R.S. §§ 32-1-101 et seq. (as amended), and other applicable laws. Annual auditing of the District's financial statements shall be performed in accordance with the Colorado Local Government Audit Law, C.R.S. §§ 29-1-601 et seq. (as amended).

### 4.2 Approval of Accounts Payable

As statements and/or invoices are received by the District, the Manager is responsible for review and approval or disapproval of the same. If approved, the statements are processed in-house by the District. The Manager would then sign the checks indicating his review and approval. A second signature is required by a Board Member on all checks over \$5,000.00. If the Board Member has any concern over issuance of the check, then he/she shall either direct his/her questions to the Manager and/or review the original invoice.

A summary of all accounts payable/disbursements shall be presented to the Board of Directors at its monthly Board Meeting. At this time, questions may be asked and discussion held regarding any of the payments. Once resolved, a motion is considered for approval/disapproval or conditional approval of said accounts.

### 4.3 \$1,000 Checking Account

The Board authorized the approval of a separate checking account with a maximum balance of \$1,000.00. The purpose of this account was to pay for emergencies and for the immediate payment needs of the District, such as C.O.D.'s. These checks may be executed by only one of the following individuals: any Board Member, the District Manager or the Office Manager. The maximum amount of any single check is limited to \$500.00.

#### 4.4 Transferring of Funds between Accounts

- A. One Board Member's signature is required (preferably by the Treasurer) to transfer funds from any existing Winter Park West Water and Sanitation District (WPWWSD) account to a new WPWWSD account or for payment of principal and/or interest on any Bond Issue.
- B. Two Board Member signatures (or one Board Member and the Manager) shall be required (preferably including the Treasurer) for all other transactions requiring transfer of funds.

## CHAPTER V. ELECTIONS

Elections of the District will be held in accordance with applicable state election laws.

## CHAPTER VI. INCLUSIONS

### 6.1 General

Service will be furnished only to a person whose property is included within and subject to the Rules and Regulations and taxation by the District, subject to the provisions of these Rules and Regulations.

A formal Request for Inclusion within the District shall be made to the District, on its standard form, by the applicant.

The District and any proponent of an Inclusion shall enter into a Pre-Inclusion Agreement which shall include, but not be limited to the following:

- A) Legal Description of property to be included
- B) Exact number of SFE to be served
- C) Zoning of Property
- D) Water Right to be Deeded to the District
- E) Inclusion fees to be paid and will be reviewed on an annual basis by the Board
- F) Water Right fees to be paid
- G) Rights of the District not to serve additional SFE or change in use without specific approval of the District
- H) Water/Sewer improvements required and to be paid by the proponent
- I) No mill levies in excess of 25 mills will be allowed by any other overlapping District
- J) Other requirements deemed appropriate by the District (i.e. offsite improvements)
- K) Amount of outside watering allowed
- L) Full compliance with the District's Rules and Regulations as amended
- M) Prohibition of potentially pollutant land uses
- N) Inclusions will be reviewed on a case by case basis. Each proposed inclusion will be reviewed on an individual basis to determine the merits of the inclusion. The availability of water rights, well pumping capacity, and sewer plant and pipe line capacities will all be significant factors.
- O) The District generally will include property at time of Subdivision (i.e. not vacant unsubdivided land)

## 6.2 100 PERCENT OWNER PETITION

- A. The boundaries of the District may be altered by the inclusion of additional real property by the fee owner or owners of one hundred percent of any real property capable of being served with Facilities of the District filing with the Board a petition in writing (in the form provided in Appendix B) requesting that such property be included in the District. The petition shall set forth a legal description of the property, shall state that assent to the inclusion of such property in the District is given by the fee owner or owners thereof, and shall be acknowledged by the fee owner or owners in the same manner as required for the conveyance of land. The petition shall be accompanied by a current title commitment, title opinion, or owners report that identifies who the fee owner or owners of the property to be included are, and an Inclusion Fee as determined by the Board.
- B. The Board shall hear the petition at a public meeting after Publication of notice of the filing of such petition, the place, time, and date of such meeting, the names and addresses of the petitioners, and notice that all Persons interested, including municipalities or counties which may be able to provide service to the real property described in the notice, shall appear at such time and place and show cause in writing why the petition should not be granted. The Board may continue such hearing to a subsequent meeting. There shall be no withdrawal from a petition after Publication of notice by the Board without the consent of the Board. The failure of any municipality or county which may be able to provide service to the real property described in the notice or of any Person in the existing District to file a written objection shall be taken as an assent to the inclusion of the area described in the notice.
- C. The Board shall grant or deny the petition, in whole or in part, with or without conditions. If a petition is granted as to all or any of the real property therein described, the Board shall make an order to that effect and file the same with the clerk of the Court, and the Court shall thereupon order the property to be included in the District.
- D. If a municipality or county has filed a written objection to such inclusion, the Board shall not grant the petition as to any of the real property to which adequate service is, or will be, available from such municipality or county within a reasonable time and on a comparable basis.(C.R.S. §§ 32-1-401(1)).

### 6.3 20 PERCENT TAXPAYING ELECTOR PETITION

The boundaries of the District may also be altered by the inclusion of additional real property by not less than twenty percent or two hundred, whichever number is smaller, of the Taxpaying Electors of an area which contains twenty-five thousand or more square feet of land filing a petition with the Board in writing (in the form provided in Appendix C) requesting that such area be included within the District; but no single tract or parcel of property constituting more than fifty percent of the total area to be included may be included in the District without the consent of the fee owner or owners thereof. The petition shall set forth a legal and a general description of the area to be included and shall be acknowledged in the same manner as required for the conveyance of land. The petition shall be accompanied by an Inclusion Fee as determined by the Board. (C.R.S. § 32-1-401(2)(a)(I)).

### 6.4 BOARD RESOLUTION

The boundaries of the District may also be altered by the inclusion of additional real property by the Board adopting a resolution proposing the inclusion of a specifically described area; but no single tract or parcel of property constituting more than fifty percent of the total area to be included may be included in the District without the consent of the fee owner or owners thereof. (C.R.S. § 32-1-401(2)(a)(II)).

### 6.5 ELECTION PROCEDURES

Upon the filing of an inclusion petition pursuant to § 6.2 or upon the adoption of an inclusion resolution pursuant to § 6.3, the following procedures shall apply:

- A. The Board shall hear the petition or resolution at a public meeting after Publication of notice of the filing of such petition or adoption of such resolution, the place, time, and date of such meeting, the names and addresses of the petitioners, if applicable, the description of the area proposed for inclusion, and notice that all Persons interested, including municipalities or counties which may be able to provide service to the real property described in the notice, shall appear at the time and place stated and show cause in writing why the petition should not be granted or the resolution not finally adopted. In addition, not more than thirty days nor less than twenty days prior to such public meeting, the Secretary of the District shall send postcard notification of said meeting to the property owners within the area proposed to be included within the District as listed

on the records of the county assessor on the date requested. The postcard notification shall indicate that it is a notice of a meeting for consideration of the inclusion of real property within the District and shall indicate the date, time, location, and purpose of the meeting, a reference to the District, and the maximum mill levy, if any, or stating that there is no maximum which may be imposed if the proposed area is included within the District, and procedures for the filing of a petition for exclusion pursuant to state law. (C.R.S. § 32-1-401(2)(b) and (3))

- B. The Board may continue such hearing to a subsequent meeting. There shall be no withdrawal from a petition after Publication of notice by the Board, without the consent of the Board. The failure of any municipality or county which may be able to provide service to the real property described in the notice or of any Person in the existing District to file a written objection shall be taken as an assent to the inclusion of the area described in the notice. (C.R.S. § 32-1-401(2)(b)).
  - C. The Board shall grant or deny the petition or finally adopt the resolution, in whole or in part, with or without conditions. If a municipality or county has filed a written objection to such inclusion, the Board shall not grant the petition or finally adopt the resolution as to any of the real property to which adequate service is, or will be, available from such municipality or county within a reasonable time and on a comparable basis. In addition, the Board shall not grant the petition or finally adopt the resolution if a petition objecting to the inclusion and signed by the owners of taxable real and personal property, which property equals more than fifty percent of the total valuation for assessment of all taxable real and personal property to be included, is filed with the Board no later than ten days prior to the public meeting described in subsection (A). (C.R.S. § 32-1-401(2)(c) and (g)).
- C. If the petition is granted or the resolution finally adopted, the Board shall make an order to that effect and file the same with the clerk of the Court. If the Court directs that the question of inclusion of the area within the District be submitted to the Eligible Electors of the area to be included it will order the Secretary to give published notice, as required by law, of the time and place of the election and of the question to be submitted together with a summary of any conditions attached to the proposed inclusion. Such election shall be held within the area sought to be included and shall be

held and conducted, and the results thereof determined, in the manner provided by law. The ballot shall be prepared by the designated election official and shall contain the following words:

"Shall the following described area become a part of the Winter Park West Water and Sanitation District upon the following conditions, if any?

(Insert description of area)

(Insert accurate summary of conditions)

For inclusion.....

Against inclusion....."

(C.R.S. § 32-1-401(2)(d)).

- E. If a majority of the votes cast at such election are in favor of inclusion and the Court determines the election was held in accordance with law, the Court shall enter an order including any conditions so prescribed and making such area a part of the District. (C.R.S. § 32-1-401(2)(e)).

#### 6.6 RECORDING THE COURT ORDER

The Court order of an inclusion, together with a description of the area concerned, shall be filed and recorded with the county clerk and recorder of Grand County. The county clerk and recorder of Grand County shall then notify the county assessor of such inclusion and shall file a certified copy of such notice with the Division. (C.R.S. §§ 32-1-402(1)(e), 32-1-105).

#### 6.7 INCLUSION PROCEDURES

A list of the more significant aspects of District inclusions is included in Appendix D for the convenience of the District and the petitioners.

#### 6.8 WATER RIGHTS

The District may deny any inclusion based on the District's determination that delivery of wastewater from the property proposed for inclusion to the District's Facilities would be inconsistent with the water rights associated with that property, or may adversely impact the District's operations. However, neither the District's past or future decisions to grant an inclusion shall be construed as a District determination that the delivery of wastewater from the property included

to the District's Facilities is consistent with the water rights associated with that property or that the delivery would not adversely impact the district's operations. In all inclusions, it shall be the sole responsibility of the owners of the property to be included to secure and maintain the authorization under Colorado water rights law to deliver wastewater from the property to be included to the District's Facilities for treatment and discharge to state waters at the combined sewer Treatment Plant site (north of County Road 8).

## CHAPTER VII. EXCLUSIONS

The boundaries of the District may be altered by the exclusion of real property from the District as provided in the Special District Act at C.R.S. §§ 32-1-501 et seq. (as amended).

## CHAPTER VIII. CONSOLIDATIONS

The District and one or more other special districts may be consolidated into a single consolidated district as provided in the Special District Act at C.R.S. §§ 32-1-601 et seq. (as amended). Presently, the District has consolidated sewer treatment with the Fraser Sanitation District and the Grand County No. 1 Water and Sanitation District. The consolidation requirements are included in an Intergovernmental Agreement, fully executed by all three Districts.

## CHAPTER IX. CONNECTIONS

### 9.1 NEW BUILDINGS

A. All new Buildings constructed within the District shall be connected to the District's Facilities.

B. If a new Building within the District is to be connected to the District's Facilities, the Owner of such Building must obtain "connection approval" and must pay, in full, the water and sewer tap fee (Plant Investment Fee) before the District will sign-off on the Owner's or building permit.

#### (2) Initially Calculated Plant Investment Fee

(a) The Manager shall determine the initially calculated plant investment fee by converting the planned Building that is to be connected to the District's Facilities into Single-Family Equivalent Units (SFE Units) as provided in § 2.20 and multiplying such SFE Units by the unit PIF rate as provided in Appendix G. The Owner must submit plans for the planned Building from which the initially calculated plant investment fee will be determined. In determining the initially calculated plant investment fee the Manager shall review and evaluate the drawings for the planned Building and shall use the SFE Unit Conversion Schedule and the unit PIF rate in effect at the time the building permit for such Building is issued.

(b) The initially calculated plant investment fee is a charge against a particular Building on a particular lot or parcel of land. The initially calculated plant investment fee may, upon approval by the District, be transferred to a different Building on the same lot or parcel of land but it shall not be transferred to a different lot or parcel of land except under the following conditions: The original owners of lots within Filing One of Winter Park Ranch (who purchased taps in advance of the improvements of water and sewer service to those lots) be allowed to transfer their water/sewer taps only one time, anywhere within the District, even to properties owned by any other

third party owners, for a transfer fee of \$250.00 per tap. Elsewhere, throughout the District, if you own more than one lot, you may only transfer a tap from any lot owned by you to another lot owned by you for a \$500.00 tap transfer fee.

(c) The Owner may appeal the Manager's determination to the Board at its next regular meeting by filing a written appeal request prior to such meeting as provided in § 3.4.5.

## 9.2 EXISTING BUILDINGS

A. All existing Buildings within the District shall connect to the District's Facilities when such Facilities are capable of furnishing service and when a Sewer Main is available within 400 feet of the property upon which the Building is situated; unless such Building is connected to an individual disposal facility that is operating in compliance with all state and county health department requirements. Upon failure of an individual disposal facility as determined by the state and/or county health departments, the Building must connect to the District's Facilities in accordance with these Rules and Regulations including, without limitation, the payment of all applicable District costs and fees. For purposes of these Rules and Regulations, the state's and/or county's determination of compliance with their respective health department requirements and their determinations of an individual disposal system failure shall be conclusive.

### (2) Plant Investment Fee

a) The Manager shall determine the "plant investment fee" ("PIF") by converting the existing Building into SFE Units as provided in § 2.20 and multiplying such SFE Units by the unit PIF rate as provided in Appendix G. In determining the PIF for such Building, the Manager shall use the SFE Unit Conversion Schedule and the unit PIF rate in effect at the time the District notifies the Owner of the property affected that such Owner must connect to the District's Facilities.

- (b) If the Manager is unable to convert an existing Building into an applicable number of SFE Units, he may establish an "estimated" number of SFE Units for PIF purposes (to be based on the best available information), and/or he may require metering of either the Building's water use or wastewater discharge or both, which metering will then be used, pursuant to the criteria of § 2.20, to determine the applicable number of SFE Units for the Building for PIF purposes.
- (c) The Owner may appeal the Manager's determination or estimation to the Board at its next regular meeting by filing a written appeal request prior to such meeting as provided in § 3.4.5.
- (e) The District specifically reserves the right to re-determine the number of SFE Units for any Building at any time after connection approval has been granted to correct any errors that might have been made in converting that Building into SFE Units, and to assess an additional PIF if such re-determination or correction results in a higher number of SFE Units. In making such re-determinations and corrections, the Manager shall use the SFE Unit Conversion Schedule and the unit PIF rate in effect at the time connection approval was granted. The Owner may appeal the Manager's re-determinations or corrections to the Board at its next regular meeting by filing a written appeal request prior to such meeting as provided in § 3.4.5.

### 9.3 SERVICE LINES

- A. The Owner shall be responsible for constructing the entire length of his Service Line from the Building to the point of connection with the District's Water and Sewer Main (including making the tap into the water and sewer main), said point of connection to be specified by the District. The Owner (of multi-family, residential or commercial property) shall submit plans for the design, construction and location of his Service Lines and have them approved by the District before installing same. Plans and materials shall be in accordance with District Specifications. The Owner shall notify the District prior to the commencement of construction of the Service Lines, and all construction shall be open to inspection by the District at all reasonable times. The Owner shall also provide the District with as-built drawings of the Service Lines.
  
- B. Every Sewer Service Line connected to the District's Facilities shall have constructed in the line, at the sole expense of the Owner, one or more clean-outs of the same diameter as the Service Line and such clean-outs shall be constructed in accordance with District Specifications. In no event shall the District of the Sewer Service Line be less than four inches and the minimum slope shall be one percent (1%).

### 9.4 LIFT SYSTEMS

Owners whose improvements cannot readily be served by a gravity flow Service Line must make a special request to the District for approval of an individual lift system (ILS). Such request must include supporting documentation as to any economical, physical, technological, or ecological barriers to an all-gravity system.

In considering the request for an ILS, economic differences in capital cost must be "substantial" unless other compelling barriers exist. If approved in concept, the District shall have the absolute right of approval of the design and installation of the ILS. The District assumes no liability for malfunctions of such systems, and the District assumes no responsibility for the maintenance, replacement, or utilities necessary for any ILS unless a written agreement providing for such responsibility is accepted by the District. If approved, the Owner shall be responsible for all the costs of constructing such ILS, including labor and material. The Owner shall notify the District prior to the commencement of construction of the ILS, and all construction shall be open to inspection by the District at all reasonable times.

## 9.5 DISTRICT SUPERVISION

All physical connections to the District's Facilities shall be constructed in accordance with District Specifications (see Appendix H) and shall be made under the direct supervision of an authorized employee of the District. Such connections shall not be made until all District requirements as specified herein, including approval of Service Line construction and receipt by the District of as-built drawings for said Service Line, are fulfilled.

## 9.6 ALTERATIONS

- A. For the purpose of this section and § 9.7, "alterations" shall include a change in the use of a Building or any part thereof (including a change from undesignated commercial use to a designated commercial use), a change in the number of Plumbing Facilities associated with a Building, or a change in any of the criteria listed in Appendix A which the District uses to convert a Building to SFE Units (e.g., number of bedrooms and bathrooms, area).
- B. An Owner is required to notify the Manager in writing of any alterations that are proposed to his Building that is connected or is to be connected to the District's Facilities and shall submit plans of such proposed alterations.
- C. Upon such notification, the Manager shall first determine if the alteration is "substantial" using the criteria of Appendix F. If the alteration is substantial, the Manager shall re-evaluate the SFE Units associated with the entire Building, as proposed to be altered. If the alteration is not substantial, the Manager shall re-evaluate the SFE Units associated only with that part of the Building being altered. The re-evaluation in either case shall be made using the SFE Unit Conversion Schedule in effect at the time of the re-evaluation.

- D. If the re-evaluation results in a finding by the Manager that the number of SFE Units for the Building, as proposed to be altered, is greater than the number of SFE Units previously determined by the District for that Building, then the Owner shall be required to pay an "additional plant investment fee" ("additional PIF") The additional PIF shall be determined by multiplying the unit PIF rate in effect at the time of re-evaluation by the difference between the number of SFE Units for the Building, as proposed to be altered, and the number of SFE units previously determined by the District for that Building. The additional PIF shall be paid prior to the time of making the proposed alteration.
- E. If the re-evaluation results in a finding by the Manager that the number of SFE Units for the Building, as proposed to be altered, is equal to or less than the number of SFE Units previously determined by the District for that Building, then no additional PIF will be required for the Owner to implement the alteration. The District will not be obligated to reimburse the Owner for the PIF associated with the difference between the number of SFE Units previously determined by the District for that Building and the number of SFE Units for the Building, as proposed to be altered. The number of SFE Units previously determined by the District for that Building and the previously paid PIF associated with those SFE units shall remain with the lot or parcel on which the Building is located. The transferability policies expressed in §§ 9.2, shall be applicable to that portion of the previously paid PIF, if any, that is determined to be a surplus plant investment fee.
- F. All determinations necessary under this section shall be made by the Manager. The determinations made by the Manager may be appealed to the Board at its next regular meeting by filing a written appeal request prior to such meeting as provided in § 3.4.5.

9.7 CONNECTION APPROVAL LIMITATION

- A. The District's approval of a connection to its Facilities and the District's determination of the number of SFE Units associated with the connected or to be connected Building are conditioned on the continued validity of the plans furnished the District, the representations made to the

District, and/or the inspections made by the District upon which such connection approval and SFE Units determination were made.

- B. If, subsequent to an SFE Units determination upon which a Building connection approval is based, the Owner of such Building, or his representative or successor in interest, makes alterations to the Building without complying with the provisions of § 9.6, which alterations result in a "subsequent SFE Units determination" that is greater than the District's prior SFE Units determination for that Building, then the District connection approval shall terminate, such termination to commence on the first day that any part of such altered Building is utilized (hereinafter "termination date"). The continued use of the District's Facilities by such Building shall constitute a violation of the District's Rules and Regulations and the Owner of such Building shall be subject to:
- (1) Discontinuance of service,
  - (2) The unpaid PIF and "monthly service fees" attributable to the difference between the subsequent SFE Units determination and the prior SFE Units determination, and
  - (3) A penalty of \$100 for each day of such continued use.
- C. The subsequent SFE Units determination shall be made as follows:
- (1) If the alteration is "substantial" as determined using the criteria of Appendix F, the subsequent SFE Units determination shall be the number of SFE Units associated with the entire Building, as altered, using the SFE Unit Conversion Schedule in effect on the termination date.
  - (2) If the alteration is not "substantial" as determined using the criteria of Appendix F, the subsequent SFE Units determination shall be the number of SFE Units associated with the unaltered part of the Building, as previously calculated in the prior SFE Units determination, plus the number of SFE Units associated with the part of the Building that has been altered using the SFE Unit Conversion Schedule in effect on the termination date.

D. Application for, and the determination on, reinstating connection approval of a Building whose connection approval has been terminated pursuant to subsection (B) shall be made as provided in § 9.1. Prior to any connection approval reinstatement, the Owner shall pay all applicable discontinuance charges, the unpaid PIF and unpaid monthly service fees, and all penalty assessments.

(1) The unpaid PIF shall be the greater of:

- (a) the unit PIF rate in effect on the termination date times the difference between the subsequent SFE Units determination and the prior SFE Units determination, plus simple interest on that amount at the rate of eighteen percent per year from the termination date to the date of unpaid PIF payment; or
- (b) the unit PIF rate in effect on the date of unpaid PIF payment times the difference between the subsequent SFE Units determination and the prior SFE Units determination.

(2) The unpaid monthly service fees shall be the sum of all the monthly service fees from the termination date to the date of unpaid monthly service fees payment that would have been assessed against the Building if the District had known about the alterations less the monthly service fees for the Building actually received by the District since the termination date, plus simple interest on that amount at the rate of eighteen percent per year from the termination date to the date of unpaid monthly service fees payment.

(b) All determinations necessary under this section shall be made by the Manager. The Manager's determinations may be appealed to the Board at its next regular meeting by filing a written appeal request prior to such meeting as provided in § 3.4.5.

## CHAPTER X. USE OF DISTRICT FACILITIES

### 10.1 GENERAL

The District is responsible for the water treatment and distribution and collection/treatment of wastewater from Users within the District and the operation, maintenance, repair and replacement of all Facilities owned by the District; but it shall not be liable or responsible for interruption of service necessary for the operation, maintenance, repair, and replacement of District Facilities, or brought about by circumstances beyond the District's control.

### 10.2 UNLAWFUL CONSTRUCTION AND CONNECTIONS

It shall be unlawful for any Person to construct a Water/Sewer Main or Service Line to be connected to the District's Facilities or to connect to the District's Facilities without: (1) having made application to the District for approval of such construction or connection; (2) having complied with all requirements and regulations of the District; and (3) having received written authorization from the District.

No septic tank systems or other private sewer disposal facilities shall be constructed within the limits of the District. No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, tamper with or operate any structure, appurtenance or equipment owned by the District.

### 10.3 UNLAWFUL DISCHARGE

No Person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, sub-surface drainage or cooling water to any of the District's Facilities. No Person shall discharge or cause to be discharged into any of the District's Facilities any harmful water or wastes, whether liquid, solid or gas, capable by itself or in combination with other wastes discharged into the District's Facilities of causing obstruction to the flow in such Facilities, damage or hazard to structures, equipment or personnel of the District, damage or hazard to the District's wastewater treatment processes, or other interference with the proper operation of the District's Facilities. No industrial waste including, without limitation, industrial process waters shall be discharged into the system without prior treatment to strength of toxicity amenable to treatment with domestic waste.

#### 10.4 GREASE TRAPS

- A. All restaurants, cafeterias, and other Buildings or parts thereof with commercial cooking facilities or commercial food preparation shall install, use, and maintain grease traps in accordance with District Specifications before connecting to the District's Facilities.
- B. A monthly surcharge, which shall be four times the regular "monthly service fee," will be assessed against restaurants, cafeterias, and other Buildings or parts thereof with commercial cooking facilities or commercial food preparation that do not, during any part of that month, install, use or properly maintain a grease trap in accordance with the District's Rules and Regulations and Specifications. In addition, continued violations of the District's grease trap regulation may result in discontinuance of sewer service at the discretion of the Manager.
- C. For purposes of this section, "commercial cooking or commercial food preparation facility" shall include, but not be limited to, restaurants, lounges, snack bars, delicatessens, cafeterias and other Buildings or parts thereof intended for use as a commercial food preparing establishment.

#### 10.5 SERVICE LINES

- A. It shall be the responsibility of the Owner to maintain the Service Line in good repair at all times and to preserve the proper connection of the Service Line to the District's Facilities.
- B. Any Service Line which serves more than one ownership unit must be owned and maintained by a homeowners association or similar organization with the authority, resources, and responsibility to maintain the Service Line.

- C. Leaks and/or breaks in a Service Line shall be repaired by the Owner within seventy-two hours from the time actual notice of the leak or break is given the Owner or User of the Service Line. The District shall have authority to repair or have repaired the Service Line if satisfactory progress toward repairing the Service Line is not achieved, or if the District is unable, after reasonable efforts, to notify the Owner or User of the Service Line of the leak or break, or if an immediate repair is required because the leak and/or break presents a threat to public health or the environment. The District shall bill the Owner for such repair and collect all resulting costs thereof, including inspection fees, as provided in Chapter XIII except that the bill will be rendered at the time the Service Line is repaired and the bill will be considered past due if not paid within 10 days.
- D. The Manager and any other duly authorized employee of the District bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of maintaining and repairing faulty Service Lines as provided herein.
- E. The Owner shall indemnify the District for any loss or damage caused by improper maintenance or installation of the Service Line.

#### 10.6 USE RESTRICTIONS

All sewer service to Users within the District shall be subject to pro-ration and/or curtailment as necessitated by the capacity of the District's Facilities. All Persons shall regularly observe the most reasonable conservation practices so that water is not wasted.

#### 10.7 SERVICE LIMITATIONS

Prohibitions and limitations, which may be contained within any contractual agreement between the District and any other governmental body, shall also constitute prohibitions and limitations by any User of the District's Facilities, except as may be provided by special permit.

#### 10.8 UNAUTHORIZED ACTS

No unauthorized Person shall uncover, make any connection with or opening into, use, alter or disturb any of the District's Facilities without first obtaining written approval from the District. No unauthorized Person shall remove or tamper with any plug installed by the District. The District will impose a penalty assessment for such unauthorized acts in an amount sufficient to cover any damages suffered by the District as a result of such unauthorized act plus an appropriate punitive charge.

#### 10.9 INSPECTION OF PROPERTY

The Manager and any other duly authorized employee of the District bearing proper credentials and identification shall be permitted, upon due notice to the User, to enter upon all properties for the purpose of inspecting the properties for compliance with the District's Rules and Regulations and for the purpose of inspecting, observing, measuring, sampling and testing the User's water use and wastewater discharge.

#### 10.10 AUTHORITY TO DISCONTINUE SERVICE

The Manager and any other duly authorized employee of the District or other governmental body shall be permitted to enter upon all properties for the purpose of discontinuing water and/or sewer service if such discontinuance is allowed under the District's Rules and Regulations and/or any contractual agreement between the District and any other governmental body.

#### 10.11 RIGHT TO REVIEW

The District reserves the right to review each request for use of District Facilities individually and to modify these Rules and Regulations for specific projects if it is in the best interest of the District.

#### 10.12 PENALTY

In addition to any and all other rights and remedies the District may have, the District may impose a \$100 penalty assessment for each day of unauthorized use of the District's Facilities.

### 10.13 CROSS CONNECTIONS

No Cross-Connections shall be allowed between the District's Water System and any other water supply or waste line shall be permitted. All Owners' plumbing shall be in compliance with all applicable plumbing codes. The District's authorized Inspector shall have the right to access an Owner's premises for the purpose of inspecting customer plumbing.

**RESOLUTION NO. 2015-11-5**

**A RESOLUTION ADOPTING A BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL RULE.**

WHEREAS, the Winter Park Ranch Water & Sanitation District must comply with various directives of the legislature and the Colorado Department of Public Health & Environment for all public water systems; and

AND WHEREAS, this Board is adopting the Rule described above by adding a new paragraph to the Districts Rules and Regulations.

NOW THEREFORE it be resolved that a new section 10.14 entitled Backflow Prevention and Cross-Connection Control Rule is hereby added to the Districts Rules and Regulations as follows:

**10.14 BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL RULE**

**(1) Purpose**

The purpose of this Rule is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

**(2) Authority**

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

- a. Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)
- b. Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations
- c. Colorado Plumbing Code

The public water system shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

The public water system shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

The public water system may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.

The public water system may collect fees for the administration of this program.

The public water system shall maintain records of cross-connection surveys and the

installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

Except as otherwise provided herein, the public water system shall administer, implement and enforce the provisions of this Rule.

(3) **Applicability**

This Rule applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Rule does not apply to single-family-residential service connections unless the public water system becomes aware of a cross connection at the single family connection.

(4) **Definitions**

- a. **“ACTIVE DATE”** means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.
- b. **“AIR GAP”** is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.
- c. **“BACKFLOW”** means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.
- d. **“BACKFLOW CONTAMINATION EVENT”** means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.
- e. **“BACKFLOW PREVENTION ASSEMBLY”** means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
- f. **“BACKFLOW PREVENTION METHOD”** means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
- g. **“CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN”** means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.
- h. **“CONTAINMENT”** means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow

- from a cross connection into the public water system is prevented.
- i. "CONTAINMENT BY ISOLATION" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.
- j. "CONTROLLED" means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.
- k. "CROSS CONNECTION" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.
- l. "MULTI-FAMILY" means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.
- m. "SINGLE-FAMILY" means:
  - i. A single dwelling which is occupied by a single family and is supplied by a separate service line; or
  - ii. A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
- n. "UNCONTROLLED" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.
- o. "WATER SUPPLY SYSTEM" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.
- p. "PUBLIC WATER SYSTEM" shall mean the Winter Park Ranch Water & Sanitation District.

(5) Requirements

- a. Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified, an appropriate backflow prevention assembly and or method shall be installed at the customer's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the public water system must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado

Department of Public Health and Environment.

- b. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.
  - i. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's plumbing system.
- c. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.
- d. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.
- e. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.
- f. All assemblies and devices shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The devices must be reinstalled and then tested by a certified cross-connection control technician prior to the service being activated.
- g. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
- h. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.
- i. The public water system shall require inspection testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and/or methods cannot be installed.
- j. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- k. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will comprise the integrity of the fire sprinkler system.
- l. For new buildings, all building plans must be submitted to the public water system and approved prior to the issuance of water service. Building plans must show:
  - i. Water service type, size and location
  - ii. Meter size and location
  - iii. Backflow prevention assembly size, type and location
  - iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.

- i. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
- ii. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
- iii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
- iv. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system, the public water system will not require the backflow protection. The public water system will measure chlorine residual at the service connection once a month and perform periodic bacteriological testing at the site. If the public water system suspects water quality issues, the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

**(6) Inspection, Testing and Repair**

- a. Backflow prevention devices or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually thereafter. The tests shall be made at the expense of the customer.
  - i. Any backflow prevention devices or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.
- b. As necessary, backflow prevention devices shall be repaired and retested or replaced and tested at the expense of the customer whenever the devices are found to be defective.
- c. Testing gauges shall be tested and calibrated for accuracy at least once annually.

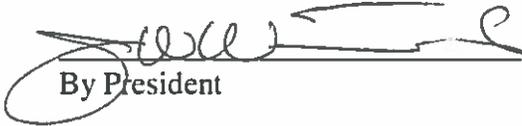
**(7) Reporting and Recordkeeping**

- a. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.
- b. Copies of records of test reports, repairs and retests shall be submitted to the public water system by mail, facsimile or e-mail by the testing company or testing technician.
- c. Information on test reports shall include, but may not be limited to,
  - i. Assembly or method type
  - ii. Assembly or method location
  - iii. Assembly make, model and serial number
  - iv. Assembly size
  - v. Test date; and
  - vi. Test results including all results that would justify a pass or fail outcome

- vii. Certified cross-connection control technician certification agency
  - viii. Technician's certification number
  - ix. Technician's certification expiration date
  - x. Test kit manufacturer, model and serial number
  - xi. Test kit calibration date
- (8) Right of entry
- a. A properly credentialed representative of the public water system shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk to and for determining compliance with this section. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.
- (9) Compliance
- a. Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the public water system shall complete one of the following actions within 120 days of its discovery:
    - i. Control the cross-connection
    - ii. Remove the cross-connection
    - iii. Suspend service to the cross-connection
  - b. The public water system shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public water system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply with the order.
    - i. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply with the order.
- (10) Violations and Penalties.
- a. Any violation of the provisions of this Rule, shall, upon conviction be punishable as provided in all applicable statues, laws, and regulations.
- (11) Conflict with other codes.
- a. If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

THIS RULE WAS DULY APPROVED BY THE BOARD OF DIRECTORS OF THE WINTER PARK RANCH WATER AND SANITATION DISTRICT AT ITS REGULAR MEETING HELD ON NOVEMBER 20, 2015.

Winter Park Ranch Water & Sanitation District

  
By President

ATTEST:

  
Secretary

## CHAPTER XI. MONTHLY SERVICE FEE AND OTHER CHARGES

### 11.1 MONTHLY SERVICE FEE

- A. Except as provided herein, and except as provided in any contractual arrangement between the District and the Owner/User of any Building, the Owner of any Building that is connected to the District's Facilities shall be responsible for a monthly service fee which is intended to cover said Owner's equitable share of the costs to operate, maintain, repair, replace, and upgrade the District Facilities and the costs to manage the District. In computing the Owner's monthly service fee, the Manager shall multiply the unit service fee rate as provided in Appendix G by the number of SFE Units determined by the District to be associated with the Owner's Building, said number of SFE Units to be calculated using the SFE Unit Conversion Schedule in effect at the time the particular monthly service fee is being computed. Accordingly, the monthly service fee may change from time to time as the Board amends the SFE Unit Conversion Schedule and the unit service fee rate. If the Manager is unable to convert the Building to an applicable number of SFE Units using the SFE Unit Conversion Schedule, he may establish an "estimated" number of SFE Units for monthly service fee purposes (to be based on the best available information), and/or he may require metering of either the Building's water use or wastewater discharge or both, which metering will then be used, pursuant to the criteria of § 2.20, to determine the applicable number of SFE Units for the Building for monthly service fee purposes. The monthly service fee shall be billed and collected as provided in Chapter XIII.

### 11.2 CHARGES FOR EXCESS FLOW OR LOADING

- A. The Manager shall make diligent efforts to identify those Users who contribute excess flow or loading to the District's Facilities. Excess flow shall mean flow greater than 300 gallons per day per SFE Unit, and/or containing substantial continual flow of water. Excess loading shall mean discharges with greater than 0.63 lbs BOD per day per SFE Unit or with greater than 0.63 lbs TSS per day per SFE unit.

- B. Causes of excess flow may include but are not limited to the following:
- (1) cross-connections
  - (2) bleeders
  - (3) faulty valves
  - (4) faulty appliances
  - (5) faulty Service Lines
  - (6) high water usage
- C. The Manager may calculate such flow/loading by metering total water usage, by installing a V-notch weir and measuring wastewater flow rates, by sampling the wastewater, by measuring wastewater flow and/or loading using any other generally acceptable means of measurement, or by estimating such flow and/or loading if measurement by the above-listed methods is impracticable.
- D. Upon identification of excess flow or excess loading, the District shall send written notice to the Owner of the Building contributing the excess flow or loading. Ten (10) days after mailing of such notice, assessment of a monthly excess flow/loading charge against the Building shall commence according to the following computation:

$$\text{Monthly Excess Flow/Load Charge} = 2 \times \text{Unit Service Fee Rate} \times [\text{Excess Flow}/300] \text{ or } [\text{Excess Loading}/0.63]$$

Where:

- 1) Unit Service Fee Rate is specified in the then current Appendix G
- 2) Excess Flow = Calculated Maximum Daily Wastewater Flow (gals./day) - [(300 gals/day) x (No. of SFE Units associated with the Building)]
- 3) Excess Loading = Calculated Maximum Daily Wastewater Loading(lbs BOD or TSS) - [(0.63 lbs/day) x (Number of SFE Units associated with the Building)]

- E. The monthly excess flow/loading charge shall be in addition to all other fees, rates, penalties and charges and the District shall bill and collect such charge as provided in Chapter XIII. The District will continue to assess the excess flow/loading charge until such time as the Owner shall correct the cause of the excess flow or excess loading to the satisfaction of the District. If the excess flow/loading is not corrected within 90 days after mailing of the original notice, the District will re-determine the number of SFE Units for the entire Building using the calculated maximum daily wastewater flow and loading and the criteria of § 2.20, and assess an additional PIF for the SFE Units associated with the excess flow/loading. The District shall bill the Owner for such additional PIF as provided for in Chapter XIII, except that the bill will be rendered as soon as the additional PIF is determined and the bill will be considered past due if not paid within (10) days.

### 11.3 TOXICS

The Owner of any Building which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the District's Facilities, or which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, repair, or replacement of the District's Facilities, shall pay for such increased costs. These increased costs will be billed and collected as provided in Chapter XIII.

### 11.4 FEE SYSTEM REVIEW

The District will review its fee and charge system at least every two years and revise the system as necessary to ensure that it generates adequate annual revenues.

## CHAPTER XII. OUT-OF-DISTRICT USERS

### 12.1 GENERAL

The Board has determined that generally it will not provide water and/or sewer service outside the boundaries of the District. However, the Board reserves the right to provide said service, if the Board determines it is in the best interest of the District to do so.

### 12.2 AGREEMENT REQUIRED

No connections to the District's Facilities shall be permitted until the Owner of the out-of-District land desiring service and the District have entered into a written agreement setting forth the terms and conditions of service. Such agreement shall provide, among other things, that the District's Rules and Regulations shall be applicable to said Owner, his successors and assigns; and may provide a requirement that the Owner of the out-of-District land file a petition for inclusion within the District.

### 12.3 CHARGES

Out of District charges shall be determined by the Board on a case by case basis.

### 12.4 REVOCABLE LICENSE

In every case where the District furnishes water and sewer service to properties outside of the District, the District reserves the right to discontinue such service, when in the judgment of the Board, it is in the best interests of the District to do so, and such service shall constitute a revocable license.

## CHAPTER XIII. BILLING, PAYMENT, AND COLLECTION

### 13.1 BILLING

Statements for all fees, rates, penalties and charges shall be rendered at least quarterly to the Owner unless such Owner requests that such statements be rendered to some other party. Notwithstanding the Owner's request to render statements to another party the Owner shall ultimately be responsible for any and all fees, rates, penalties and charges rendered against his Building. Quarterly statements will be issued during the first week of January, April, July, and October and these statements shall be due upon issuance by the District and shall become "past due" on the 25th day of the month issued. Any other statement issued by the District shall be due upon issuance by the District and shall become "past due" on the 25th day after issuance by the District or such other time as the statement may provide. When a statement becomes past due, the District will charge interest on the amount past due at the rate of 1% per month.

### 13.2 PERPETUAL LIEN

Until paid, all billed fees, rates, penalties and charges shall constitute a first and perpetual lien on and against the property charged, and any such lien may be foreclosed in the manner provided by law. The District may, in addition to collecting such fees, rates, penalties and charges through lien foreclosure, discontinue service if same remains unpaid.

### 13.3 COLLECTION OF PAST DUE ACCOUNTS

- A. All past due accounts will be charged interest on the amount past due at the rate of 1% per month.
- B. In addition to the interest, delinquency, and administrative charges, the Owner shall be responsible for all costs of collecting unpaid fees, rates, penalties and charges, including lien filing and foreclosing costs, lien release fees, costs of discontinuing and reinstating sewer and/or water service, and attorneys' fees.

The provisions of this § 13.3 are included herein as guidance for the efficient collection of past due accounts. Compliance with the procedures outlined herein shall not be interpreted as a condition precedent to the collection of past due accounts or as a waiver of the District's right and intent to collect past due accounts through penalty, service discontinuance, and/or foreclosure mechanisms.

- C. In addition to all other means provided by law, the District specifically elects to exercise its rights to collect delinquent monies owned to the District collected by the County Treasurer pursuant to C.R.S. 32-1-1101(e). This section specifically allows delinquent fees, rates, tolls, penalties, charges, or assessments to be collected in the same manner as property taxes. The amounts collected shall total at least \$150.00 and shall be at least six months delinquent. (See Appendix J for a Sample Resolution)

#### 13.4 JOINT AND SEVERAL LIABILITY

- A. The Owner and the User of the Building are jointly and severally liable for fees, rates, penalties and charges of the District. The District assumes no responsibility for any agreements between Owners and Users, regardless of how made, or whether the District was notified of such agreements. The District will hold the Owner and the User jointly and severally liable for all charges appurtenant to sewer service at the location where the service is rendered.
- B. The District assumes no responsibility for agreements between vendors and vendees. It shall be the responsibility of the vendee to ascertain whether all fees, rates, penalties and charges have been paid by the vendor. Regardless of ownership, or of the failure of the District to collect all outstanding fees, rates, penalties and charges, or of any other act or omission of the District, unpaid fees, rates, penalties and charges shall constitute a first and perpetual lien on and against the property, which lien may be foreclosed.

#### 13.5 BANKRUPTCIES

If either the Owner or User of a Building being served by the District files for bankruptcy the District may, upon notification of such filing, proceed as follows:

A. No Past Due Amounts

In those situations where the Owners' or Users' account is not past due on the bankruptcy petition filing date, the District may proceed to collect subsequent past due amounts in accordance with § 13.3.

B. Past Due Amounts

In those situations where the Owners' or Users' account is past due on the bankruptcy petition filing date, the District may either: (1) preserve its lien for both pre-petition and post-petition past due amounts, or (2) preserve its lien for all pre-petition past due amounts and obtain assurance of payment for post-petition services. The procedures for each option are as follows:

Option 1: Preserve Lien for Pre-Petition and Post-Petition Past Due Amounts

- (1) File a CLAIM with the bankruptcy court for any amounts past due on the bankruptcy petition filing date, plus any amounts (including additional fees, rates, penalties and charges) that become due after said date.
- (2) File a NOTICE OF INTENT TO FILE LIEN with the bankrupt Owner or User and the bankruptcy court for any amounts past due on the bankruptcy petition filing date, plus any amounts (including additional fees, rates, penalties and charges) that become due after said date and record the lien fifteen days later.
  - (a) If liens for past due amounts have previously been filed against the bankrupt Owner's or User's property, this new lien should be drafted as superseding all prior liens; it should recite the total amount past due on the bankruptcy petition filing date.
  - (b) The NOTICE OF INTENT TO FILE LIEN sent to the bankruptcy

court will be accompanied with a cover letter that explains the nature of the District's lien.

- (3) Continue billing the bankrupt Owner or User in accordance with § 13.1, including assessment of late payment penalties.
- (4) All past due amounts will be collected either from the bankruptcy estate or from the subsequent Owner of the bankrupt Owner's or User's property.
- (5) The District may not implement the collection procedures outlined in § 13.3.

Option 2: Preserve Lien for Pre-Petition Past Due Amounts and Obtain Assurance of Payment for Post-Petition Services

- (1) File a CLAIM with the bankruptcy court for any amounts past due on the bankruptcy petition filing date, plus any penalties and charges accruing after said date.
- (2) File a NOTICE OF INTENT TO FILE LIEN with the bankrupt customer and the bankruptcy court for any amounts past due on the bankruptcy petition filing date, plus any penalties and charges accruing after said date and record the lien fifteen days later.
  - (a) If liens for past due amounts have previously been filed against the bankrupt Owner's and User's property, this new lien should be drafted as superseding all prior liens; it should recite the total amount past due on the bankruptcy petition filing date.
  - (b) The NOTICE OF INTENT TO FILE LIEN sent to the bankruptcy court will be accompanied with a cover letter that explains the nature of the District's lien.
- (3) Continue billing the bankrupt Owner or User in accordance with § 13.1, including the assessment of late payment penalties.

- (4) The District may not implement the collection procedures outlined in § 13.3 to collect the pre-petition past due amounts.
- (5) All pre-petition past due amounts will be collected from the bankruptcy estate or from the subsequent Owner of the bankrupt Owner's or User's property.
- (6) Set up a new property billing code with fees, rates, penalties and charges to begin as of the bankruptcy petition filing date and request from the bankrupt Owner or User and the bankruptcy trustee a deposit (equal to the quarterly billing amount) to act as the "adequate assurance of payment" required by § 366 of the Bankruptcy Code.
  - (a) The District may discontinue service if the deposit is not paid to the District within 20 days of the bankruptcy petition filing date.
  - (b) Alternatively, the District may collect any past due amounts against the new property billing code in accordance with § 13.3

#### 13.6 FEE FOR RETURNED CHECKS

When fees, rates, penalties or charges are paid by check the District will charge a returned check fee as provided in Appendix G for each check that is finally returned to the District as unpaid by the bank. This returned check fee will be charged in addition to all other fees, rates, penalties and charges assessed against the account. Payment of this returned check fee together with the fees, rates, penalties or charges that were intended to be paid with the returned check shall be made in cash or certified funds.

## CHAPTER XIV. VIOLATIONS

### 14.1 NOTICE

Except as otherwise provided herein, any Person found to be violating any of the provisions of the District's Rules and Regulations will be served with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory correction thereof.

### 14.2 LIABILITY

Any Person violating any of the provisions of the District's Rules and Regulations shall be liable to the District for any and all expense, loss, or damage occasioned by reason of such violation including attorneys' fees. The District may bring an action in any court of competent jurisdiction to enjoin, abate or seek damages for violations of the District's Rules and Regulations.

### 14.3 SERVICE DISCONTINUANCE

- A. The District may discontinue service for delinquencies in the payment of any fees, rates, penalties or charges after giving notice to the Owner and/or User of the property serviced by certified mail to the Owner's and/or User's last billing address and by notice affixed to the using property. Discontinuance of service may also be made by the District after giving notice as provided herein for any of the following reasons:
- (1) misrepresentations made in the application for sewer service as to the Plumbing Facilities to be installed, the criteria listed in Appendix A which the District uses to convert a Building to SFE Units or the use to be made of the Building;
  - (2) making alterations (as defined in § 9.6) to the Building without notice to and consent of the District;
  - (3) willful waste of water through improper or imperfect pipes, fixtures or otherwise, whether because of leaks, breaks or any other reason irrespective of fault or responsibility;

- (4) failure to protect the Service Line and the connection of the Service Line to the District's Facilities, or to maintain fixtures and Plumbing Facilities in good order;
  - (5) abusing or damaging of the District's Facilities; or
  - (6) violation of any rules of the District.
- B. If a satisfactory cleanout is not available to enable the District to discontinue service, the District may construct the necessary cleanout at the Owner's expense and all costs associated with such construction shall be a charge that is billed and collected as provided in Chapter XIII.

#### 14.4 UNAUTHORIZED CONNECTIONS

Unauthorized connections to the District's Facilities may be summarily disconnected by the Manager or his designee at the cost of the Owner of the property served by such unauthorized connection. Additionally, the Owner of the property served by such unauthorized connection shall be subject to a penalty assessment of \$100 for each day that the unauthorized connection existed. The disconnection costs and the penalty assessment shall be charges that are billed and collected as provided in Chapter XIII.

#### 14.5 UNAUTHORIZED DISCONNECTIONS

- A. No Service Line connected to the District's Facilities shall be disconnected there from without the prior approval of the District which shall specify as to how the disconnection shall be properly sealed.
- B. The District shall inspect and repair any unauthorized disconnection from the District's Facilities and the costs of such inspection and repair shall be a charge that is billed and collected as provided in Chapter XIII.

## CHAPTER XV. WATER OR SEWER LINE EXTENSION

### 15.1 EXTENSION APPROVAL REQUIRED

No water and/or sewer line “extension” shall be made to the District’s Facilities without the approval of the Board. A water and/or sewer line “extension” shall be defined as any water and/or sewer pipeline including appurtenances (i.e. gate valves, fire hydrants, air release valves, etc.) that is physically connected to the District’s existing water and/or sewer system other than a water and/or sewer “service” line. A water or sewer “service” line is defined as any water and/or sewer pipe that connects a building or structure with a water or sewer line owned and maintained by the District. Once Board approved, all water and/or sewer line extensions shall be governed by the water and/or sewer line extension agreement between the District and the Person and/or Entity (hereinafter “Developer”) installing water and/or sewer line extension.

### 15.2 COST OF EXTENSIONS

- A. Any Developer requesting water and/or sewer service from the District shall be required by the Board to pay the full administration easements, legal and inspection costs of the water and/or sewer line extension that is required to provide service by the District to that Developer.
- B. The District reserves the right to deviate from the provisions of Paragraph 2A above when the benefit to the taxpayers of the District, as a result of the extension, greatly exceeds in the sole opinion of the District, the actual proposed cost of the District of the line extension.

### 15.3 EXTENSION PLANS

Prior to construction of a Board-approved water and/or sewer line extension, the Person proposing to install the sewer line extension Developer proposing to install the water and/or sewer line extension shall submit construction drawings and specifications to the District for review. Any cost of such review by the District or its engineer will be charged against the Developer. Such drawings and specifications shall conform to District Specifications.

#### 15.4 CONSTRUCTION OF LINE EXTENSION

- A. If it is agreed to by the District and the Developer, the Developer may install, at his own expense, the approved water and/or sewer line extension by private contract, subject to District approval of the actual construction of the facilities. The District shall provide, at the Developer's expense, on-site periodic construction inspections throughout the installation process. The District may also require the posting of a letter of credit in favor of the District guaranteeing completion of the approved water and/or sewer line extension together with a performance and labor and material bond covering the private contractor's faithful performance of the construction of the approved water and/or sewer line extension. Finally, the Developer shall warrant the water and/or sewer line extension for two years from the date of acceptance of the water and/or sewer line extension by the District from all defects.
- B. If it is agreed to by the District and the Developer, the Developer may deposit with the District the estimated cost of installing the approved water and/or sewer line extension, and the District may then proceed to make the installation with its own forces or by contract with a private contractor. In the event that the original deposit is insufficient, the Developer shall, upon notification, immediately deposit the balance required with the District to complete the work.

#### 15.5 REIMBURSEMENT OF LINE EXTENSION COSTS

Any Developer of a water and/or sewer line extension shall not be eligible for any reimbursement of any water and/or sewer costs from subsequent connectors to that line extension or from the District, unless specifically approved in writing and approved by the Board.

#### 15.6 DISTRICT OWNERSHIP

- A. A Developer who has completed construction of a water and/or sewer line extension pursuant to Paragraph 4 shall, before such extension is accepted by the District for service, deed such extension, together with all appurtenances and all necessary easements, to the District free and clear of all liens and encumbrances, properly described by certified survey.

- B. No water and/or sewer lines shall be accepted by the District or placed into operation unless they have been inspected and approved by the District, as-built drawings submitted, and it is determined that such lines meet in all respects the requirements of District Specifications.

15.7 EXCAVATION PERMITS

No excavation shall be started until required State, County, Town, and Highway Permits have been obtained by the Developer.

15.8 WINTER CONSTRUCTION

No water and/or sewer line construction or connections shall be permitted between November 1<sup>st</sup> of any year and May 1<sup>st</sup> of the year following (the winter season) except as may be provided by special agreement with the District. In case of a shorter or longer winter season, the District may in its discretion reduce or extend the seasonal restrictions on the construction or connection of water and/or sewer lines.

## CHAPTER XVI. DISTRICT CONTRACTS

### 16.1 CONTRACTS FOR WHICH BID IS REQUIRED

All work done by the District in the construction of works of public improvement of every kind, where the estimated cost for work, or material, or both is in excess of twenty-five thousand dollars (\$25,000), shall be done by contract to the lowest responsible and capable bidder on open bid after sufficient advertisement. The District shall not be required to advertise for and receive bids for such technical, professional, or incidental assistance as it may deem wise to employ in guarding the interest of the District. (C.R.S. § 32-1-1001(1)(d)).

### 16.2 BIDDING PROCEDURE

Whenever it is required by law, or deemed desirable by the Board, that any contract of the District, including but not limited to construction work, services, equipment or supplies, be let upon bids, the procedure for obtaining such bids shall be as follows:

#### A. Notice to Bidders

At least fourteen (14) days before the scheduled bid opening, the District shall cause notice of the proposal for bids to be published at least once in a newspaper of general circulation within the District or to be posted in three conspicuous places within the District. Such notice may also be published in any other publication of limited circulation or trade journal designated by the Board. The District may mail copies of such notice to persons or firms who could reasonably be expected to make a bid. Whenever a large number of publications are required by state law, such requirements shall be followed. The notice shall describe the subject of the bids and the place where the specifications and conditions and terms of the proposed contract may be obtained or examined, the time when and the place where bids shall be received, and the time and place of the opening of bids. The notice shall also state that the District reserves the right to reject any and all bids. Bidders who have not previously had a contract with the District may be required to submit evidence of qualifications prior to obtaining bid documents.

**B. Form of Bids**

All bids shall be in writing and shall show the residence of the person or the principal place of business of the firm making the bid, together with the amount of the bid and any other information required by the plans and specifications and bidding documents.

Such bids shall be signed by the bidder, sealed in an envelope and filed with the District within the required time. The bids shall also include any bid bond which may be required by the District and stated in the notice to bidders.

**C. Opening of Bids**

Bids filed with the District shall not be opened until the time for opening specified in the notice to bidders and at said time and place all bids shall be opened and examined.

All bidders may be present at such time and place and may inspect the bids. The Board shall have the right to reject any and all bids submitted.

**D. Acceptance of Bids**

If any bid is accepted, the Board may accept the bid of the lowest capable and responsible bidder which in the judgment of the Board is the most advantageous to the District. Upon such acceptance, the Board shall award the contract to the successful bidder upon his furnishing any necessary performance bond(s) and complying with any other requirements which have been determined by the Board and set forth in the bid documents. When such an award has been made and accepted, the bid bonds of other bidders shall be returned.

(C.R.S. §§ 24-92-101 et seq.)

**16.3 CONTRACTOR'S BONDS**

A bond for the proper performance of each contract may be required or waived at the discretion of the Board, unless specifically required by statute. If a bond is required, the form and legal sufficiency shall be subject to the approval of the District's attorney.

**A. Bid Bond**

Any Person required in subsection (B) to submit a performance and/or labor and material bond shall also be required to submit a bid bond in an amount equal to five percent of his bid.

B. Performance, Labor and Material Bonds

Any Person entering into a contract with the District in an amount in excess of ten thousand dollars (\$10,000) shall be required and any Person entering into a contract with the District in an amount equal to or less than ten thousand dollars (\$10,000) may be required, before the District executes an agreement, to execute a performance, labor and material bond or bonds with good and sufficient surety or sureties, to be approved by the Board, conditioned upon such Person faithfully performing his contractual obligations and promptly making payments of all amounts lawfully due to all Persons supplying or furnishing him or his contractors or subcontractors with labor or materials used or performed in the prosecution of the work provided for in such contract, in an amount equal to one hundred percent of the contract; said bond or bonds also indemnifying the District to the extent of any and all payments in connection with the carrying out of such contract which the District may be required to make under the law.

16.4 PROCEDURE UPON BIDDER DEFAULT

If the Person whose bid was accepted by the Board fails to enter into a contract within the time specified in the bid documents, such Person's bid bond shall be (at the discretion of the Board) forfeited to the District and the Board may then accept the bid of the next lowest capable and responsible bidder or reject all bids as in its judgment may be best for the interests of the District.

16.5 FINAL SETTLEMENT NOTICE

The District shall publish notice of any proposed final settlement to an awarded contract at least twice in a public newspaper of general circulation published in the counties wherein the contract was awarded and wherein such contract work was performed in order to provide any Persons an opportunity to present any claims of unpaid accounts. (C.R.S. § 38-26-107).

16.6 FINANCIAL INTEREST PROHIBITED

No member of the Board shall be interested in any contract or transaction with the District except in his official representative capacity. No employee of the District shall have any

personal beneficial interest either directly or indirectly in any purchase made by the District nor in any firm, corporation, or association furnishing or bidding on any such purchase, except upon full disclosure of said interest to the Board.

## CHAPTER XVII. MISCELLANEOUS PROVISIONS

17.1 POLICY

The District is responsible for the treatment and distribution of water and collection and treatment of wastewater discharge from Users within the District. The District shall not be liable or responsible for interruption of service necessary for the operation, maintenance, repair, and replacement of the District's Facilities, or brought about by circumstances beyond the District's control. No rebate or billing adjustments will be made for such interrupted service.

17.2 LIABILITY

No claim for damage shall be made against the District by reason of the following: breaking of any Service Line by any employee of the District; making of connections or extensions; damage to personal property by reason of service being discontinued by the District's employees; burst Service Lines or other facilities not owned by the District; or doing anything to the District's Facilities deemed necessary by the Board or its agents. The District hereby reserves the right to discontinue services at any time, for any reason deemed appropriate.

17.3 CLAIMS AGAINST DISTRICT

- A. Any Person claiming to have suffered an injury by the District or by an employee thereof while in the course of such employment shall file a written notice as provided herein within one hundred eighty (180) days after the date of the discovery of the injury, regardless of whether the Person then knew all of the elements of a claim or of a cause of action for such injury. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any action brought against the District, and failure of compliance shall forever bar any such action.
- B. The written notice referred to in subsection (A) shall contain: (i) the name and address of the claimant, and the name and address of his attorney, if any; (ii) a concise statement of the factual basis of the claim, including the date, time, place, and circumstances of the act, omission, or event complained of; (iii) the name and address of the District employee involved, if known; (iv) a concise statement of the nature and extent of the injury claimed to have been suffered; and (v) a statement of the amount of

monetary damages that is being requested.

- C. No action brought against the District shall be commenced until after the claimant who has filed timely notice pursuant to subsections (A) and (B) has received notice from the District that the District has denied the claim or until after ninety days has passed following the filing of the notice of claim required by this section, whichever occurs first.  
(C.R.S. § 24-10-109).

#### 17.4 SEVERABILITY

If any provisions of these Rules and Regulations are held invalid, for whatever reason, by a court of competent jurisdiction, as part of a judgment, judicial decree or court order, or otherwise, such adjudication shall not affect in any manner any of the other provisions contained in these Rules and Regulations, and the remaining Rules and Regulations shall remain in full force and effect.

#### 17.5 INTERPRETATION

Any dispute as to the interpretation of these Rules and Regulations, or as to their application in any given case, shall be submitted to the Board; their decision thereon shall be final and conclusive.

#### 17.6 HEADINGS

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Titles of sections, when and wherever the same may appear throughout these Rules and Regulations, are used for convenience only and shall have no relevancy or effect on the terms, provisions, and conditions hereof or on the construction or interpretation of same.

#### 17.7 RESERVATION OF RIGHT TO CHANGE REGULATIONS

The Board reserves the right and authority to change these Rules and Regulations (including the Appendices) at any time in the manner now or hereafter provided by law.

#### 17.8 LIMITATION

These Rules and Regulations are an implementation, on the part of the Board, of some of the powers conferred upon the Board by statute. These Rules and Regulations are in no way to

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be construed as a limitation upon the powers of the Board, nor as an expression of the Board on only so much of its powers as it intends to use.

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APPENDIX A

SINGLE FAMILY EQUIVALENT UNIT CONVERSION SCHEDULE  
(TO BE USED IN ACCORDANCE WITH 2.20)

GENERAL NOTES

A Single Family Equivalent (SFE) is defined as any unit which impacts the water treatment/distribution system and/or sewer collection/ treatment system the equivalent of a single-family residential unit.

Each customer shall be assigned a total SFE based on its use classification(s) in accordance with the following schedule. The total SFE multiplied by the appropriate unit service rate establishes the charge to each user.

A kitchen is defined as any area having facilities for cooking and associated dishwashing facilities. SFE assessments are rounded to the nearest tenth of a tap.

CLASS OF USER

SFE VALUE

A. RESIDENTIAL CLASSIFICATIONS

- |  |     |
|--|-----|
| 1. Single Family Residential Units (per unit)<br>Single Family Homes | 1.0 |
|--|-----|

Note: Only one kitchen is permitted; if a residence has more than 1 kitchen, then additional SFE values should be assigned in accordance with multi-family residential units.

2. Multi-Family Residential Units

- |   |     |
|---|-----|
| A. Apartments, duplexes, condominiums, town houses<br>and similar facilities in the same complex, small cabins in court<br>not associated with motels; greater than 300 sq. ft. | 1.0 |
|---|-----|

Note: Excludes more than one kitchen per unit; swimming pools are additive.

- |   |      |
|---|------|
| B. Studio or one bedroom condominium; 300 sq. ft. or less | 0.75 |
|---|------|

3. Transient Residential Units

Hotels, motels dormitories and similar facilities

Note: Swimming pools and laundry facilities are additive; room counts shall include

rooms furnished to employees; each complex shall have a minimum of one manager's unit.

<u>CLASS OF USER</u>	<u>SFE VALUE</u>
A. Manager's Unit (per unit)	1.0
B. Motels, hotels and rooming houses without kitchen facilities.	0.25
• Rooms having not more than two bed spaces (per rental unit)	0.25
• Rooms having more than two bed spaces (per rental unit)	0.35
C. Motels, hotel and rooming houses with kitchen facilities	
• Units not having not more than two bed spaces (per rental unit)	0.40
• Units having more than two bed spaces (per rental unit)	0.50
D. Bed and Breakfast Operations	
• Owners Unit	1.0
• Each Additional Rental Room	0.40
E. Dormitories (per each rental bed space)	0.1
F. Add for Laundry facilities (or available hook-ups) in billing unit complex per machine.	1.05

## COMMERCIAL CLASSIFICATION

1. Restaurant and Bars	
Restaurant, bars, lounges, banquet rooms and drive-ins	
A. Restaurant and Bars (per 10 seats)	0.65
B. Banquet Rooms (per 10 seats)	0.35
C. Drive-ins (per car stall)	0.35
2. Commercial Buildings	
Office Buildings, retail sales buildings, multiple use buildings	
Laundromats, service stations, shops, garages and similar facilities.	
A. Offices and office buildings (per 1,000 sq. ft. of gross occupied area.	0.65
B. Retail sales area (per 1,000 sq. ft. of gross sales and display area)	0.35
C. Laundromats (per washing machine or available hook-up)	1.60
Note: This category does not include commercial laundries.	

CLASS OF USER

SFE VALUE

D. Service Stations

- Per fuel nozzle 0.40
- Add for each bay/rack where cars can be washed 1.60

E. Non-retail work area such as garages, machine shops and warehouses (per 1,000 sq. ft.) 0.20

F. Process water from commercial establishments discharged to the collection system shall be evaluated based on the metered water inflow (per 1,000 GPD, maximum day) 2.50

Note: The District may re-evaluate the SFE of the discharger should be impact of the discharge exceed the equivalent of the single-family residential unit. Should sewage strength exceeding these values exceed 330 mg/l of BOD5 or SS, additional charges will be computed for strength exceeding these values. In cases where there is batch discharge of process water, the Authority may require the discharger to obtain prior approval by the Plant Operator of the time and rate of discharge.

C. CHURCH AND SCHOOL CLASSIFICATIONS

1. Churches (per 100 seats) 1.50

Note: Rectories or other living areas are additive

2. Schools

Day Care Centers, public and private day schools

Note: Includes teachers, librarians, custodians and administrative

Personnel associated with the school function; administrative

Centers, warehouses, equipment (such as buses), repair and/or

Storage centers, swimming pools and similar facilities are additive.

A. Without gym and without cafeteria (per 50 students) 1.40

B. Without gym and with cafeteria or with gym and without cafeteria (per 50 students) 1.75

C. With gym and with cafeteria (per 50 students) 2.0

D. MISCELLANEOUS CLASSIFICATIONS

1. Swimming Pools

Swimming Pools and wading area

Note: A permanent sign must be placed prominently at all pool filter

CLASS OF USER

SFE VALUE

installations stating that pools are not to be drained without permission from the STP Operator, that pool draining rates will be subject to Approval of the STP Operator and that draining shall be limited to the Hours between 11:00 PM and 6:00 AM the next day.

A. Private pools associated with single-family residential units (per 4,000 gallons of pool volume) 0.55

B. Pools associated with multi-family and transient residential units (per 4,000 gallons of pool volume) 1.05

2. Recreational waste disposal stations

Service stations and other commercial dump facilities 2.0

Note: Plant Operator will have the authority to deny disposal at the Dump station should the waste receiver be full or if the waste Being dumped into cause plant operation problems.

3. Hot tubs or similar water using tanks, when located in multi-family Or transient residential units or in commercial or public locations.

A. Tubs less than 300 gallons 0.2

B. Tubs larger than 300 gallons, per 300 gallon increments or Fraction thereof. 0.2

F. EXTRA FLOW

Extra flow is defined as excess water admitted to the sewer system, generally in the form of inflow, infiltration or bleeding water. The Extra Flow classification applies to basically non-contaminated water. All customers and both entities shall minimize extra flow to the extent practicable. For each EQR connected, it shall be assumed that the allowable flow quantity is 300 gallons per day. Flows in excess of this are termed "Extra Flow". Per 1,000 GPD EF - 0.11 EQR.

Note: This volume would need to be changed to reflect equity if plant processes are changed.

G. OTHER CLASSIFICATIONS

Winter Park West shall evaluate and establish rates for all users not identified in Classification A, B, C and D. Industrial users will be subject to the requirements of U.S. EPA as those requirements pertain to assessment of users' charges and cost recovery (refer to 40 CFR, Para. 35).

## FOOTNOTES TO APPENDIX A

1. If more than one use category is applicable to a particular Building, the Building will be divided into areas of similar use categories and the SFE Units for the Building will be computed by adding the SFE Units determinations for each use category area. For uses not specifically described in this Appendix, such as condominium recreational facilities, pools, etc., the number of SFE Units to be assigned shall be determined on a case by case basis by the District Manager. No less than 1.0 SFE Unit will be assigned any Building or portion thereof that has a separate Service Line and/or that is to be billed individually for sewer service.
2. In computing area, the “total usable area” shall be used. “Total usable area” includes but is not limited to: kitchen areas, serving areas, washing areas, occupant areas, waiting rooms, restrooms, lunch rooms, halls, entryways, show rooms and retail areas.





## APPENDIX D

### INCLUSION PROCEDURES

#### I. 100% OWNER PETITION

1. Petitioner files his inclusion petition with the District, together with title commitment or title opinion identifying petitioner as 100% fee owner and Inclusion Fee (see Appendix G.)
2. District provides notice of a hearing to be held on the petition by Publication.
3. District holds a hearing on the petition. If the petition is granted (with or without conditions):
  - a) District obtains petitioner's signature on inclusion resolution signifying petitioner's assent to the conditions of inclusion.
  - b) District files a motion with the clerk of the Court requesting an order of inclusion.
  - c) Court orders the property to be included, orders a certified copy of the Court's Order to be filed with the clerk and recorder of Grand County, orders the clerk and recorder of Grand County to notify the county assessor of Grand County of such inclusion and to file a certified copy of such notice with the Division.

#### II. 20% TAXPAYING ELECTOR PETITION AND BOARD RESOLUTION

1. Petitioners file their inclusion petition with the District, together with Inclusion Fee (see Appendix G); or the Board adopts a resolution proposing an inclusion.
2. District provides notice of a hearing to be held on the petition or on the resolution by Publication.
3. District holds a hearing on the petition or on the resolution. If the petition is granted or the resolution finally adopted (with or without conditions):
  - a) District files a motion with the clerk of the Court requesting an election order.
  - b) Court directs the question of inclusion to be submitted to the Electors of the area to be included.
  - c) Secretary of the District gives notice of the election.
  - d) Election is held. If a majority of the votes cast at such election are in favor of inclusion:
    - i. District files motion with the clerk of the Court requesting an order of inclusion:
    - ii. Court orders the property to be included, orders a certified copy of the Court's Order to be filed with the clerk and recorder of Grand County to notify the county assessor of Grand county of such inclusion and to file a certified copy of such notice with the Division.

**APPENDIX E**

**APPLICATION FOR SEWER AND WATER TAP  
WITH THE  
WINTER PARK RANCH WATER AND SANITATION DISTRICT**

Date: \_\_\_\_\_

Re: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Filing: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Street Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone Land: \_\_\_\_\_ - \_\_\_\_\_

Billing Address: \_\_\_\_\_ Phone Cell: \_\_\_\_\_ - \_\_\_\_\_

---

Attached:

Sewer Tap Fee	\$ _____	Check No.	_____	Date Paid	_____
Water Tap Fee	\$ _____				
Inspection Fee	\$ 45.00				
Total	\$ _____				

I request \_\_\_\_\_ sewer and \_\_\_\_\_ water tap(s) for the above site.

Owner acknowledges and agrees to the following:

- a) Accounts will be billed monthly or quarterly in advance for service charges per the District fee schedule and regardless of construction progress. Starting \_\_\_\_\_, this amount will be billed quarterly in advance for service charges per the District's fee schedule regardless of construction progress. Presently, charges are \$38.50 per month (\$115.5 per quarter) per single family equivalent.
- b) To be charged 1% per month simple interest on delinquent balances (those not paid by the 25<sup>th</sup> of the month).
- c) To call for an inspection of the water and sewer tap by the District Inspector, Mr. Steve Johnson (Pager number 970-726-7841) and agrees to have his / her plumber contact the District for an appointment to: (a) inspect and approve the tap connection to mains (while the ditch is open) and the curb stop, and (b) inspect and approve the closing and tamping and restoration of the road cut. If later settling requires additional minor road restoration, owner agrees to pay for and authorize the District to have the work accomplished.
- d) To pay for additional family units, apartments, servant quarters, guest house and swimming pools etc. (per the District's fee schedule).
- e) That water meters will likely be required in the future on all water service lines in the District. B) The District encourages least the provision for a water meter at the time of construction. C) It is the owners' option to comply or not to comply with "B" above.
- f) That the payments of regular charges are my responsibility until I have advised the District in writing that future bills are to be paid by my heirs, successors or assigns.
- g) To provide a copy of my Building Permit within 90 days of the application. If this is not provided, I understand that I will be charged \$300.00. The balance of my tap fees will be returned to me and this application will be null and void.
- h) That the above information is correct to the best of my knowledge and that I will notify the District of any change in this information.
- i) That the District does not warrant that the number of SFE Units purchased are sufficient for the Building and that the District specifically reserves the right to re-determine the number of SFE Units for the Building at any time and from time to time, and specifically reserves the right to correct any errors that might have been made in converting the Building into SFE Units;
- j) That the owner is subject to and will abide by the District's Rules and Regulations, as the same may be amended from time to time (copies of the District's Rules and Regulations are available for \$15.00); and
- k) That the District approves the connection of the above-described Building to the District's Facilities and will provide water and sewer service to that Building in accordance with this agreement and the District's Rules and Regulations, as the same may be amended from time to time:

- l) Service connections are to be excavated and tapped by a licensed and approved contractor. If the water or sewer main is damaged in any manner in the process of excavation and tapping, the homeowner / contractor shall ultimately be held responsible for any and all repair costs; and Final sign-off for Certificate of Occupancy shall not be given until any repair costs incurred by the District are paid in full; **NO TAP INSPECTIONS AFTER 4:00 P.M. - TAP MUST BE INSPECTED BEFORE BACKFILLED OR WILL REQUIRE RE-EXCAVATION - NO EXCEPTIONS.**

\_\_\_\_\_  
Signature - Site Owner

\_\_\_\_\_  
Date

Winter Park Ranch Water and Sanitation District

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPENDIX F

SUBSTANTIAL ALTERATIONS

For the purpose of 9.6 and 9.7 of the District Rules and Regulations, a “substantial” alteration shall mean:

- a) Any change in the use of a Building or any part thereof (including a change from undesignated commercial use to a designated commercial use); or
- b) A change equal to or greater than the additions listed below for the various use categories:

<u>USE</u>	<u>ADDITION</u>
Single-Family Residence And Manufactured Homes	a bedroom or a portion of a bathroom
Apartments, Townhouses, Multiplexes, and Condominium Units	a bedroom or a portion of a bathroom
Studio Apartments / Condominiums	30% increase in square feet of total usable area
Lodges, Hotels, and Motels	15% increase in the number of rental rooms
Restaurants, Lounges, Snack Bars, Delicatessens	30% increase in square feet of total usable area
Movie Theater	30% increase in seating capacity
Automobile Service Stations	any increase in the number of fuel nozzles
Automobile Service Stations/Retail Combinations	any increase in the number of fuel nozzles, or 30% increase in square feet of total usable retail area
Self Service Laundromat	any increase in the number of washing machines
Beauty Salon/Hairdresser	any increase in the number of stations
Fire Stations, Maintenance Buildings, Warehouses, And Public Libraries	30% increase in square feet of total useable area
Offices and Office Buildings	30% increase in square feet of total useable area

USE

ADDITION

Retail Stores

30% increase in square feet of total useable area

Ski Rental Shops

30% increase in square feet of total useable area

Undesignated Commercial Space

30% increase in square feet of total usable area

Schools

30% increase in maximum student capacity

Day Care Centers

30% increase in child care capacity

Churches, Conference/Meeting/Banquet Rooms, and similar facilities without In-house food Service capabilities

30% increase in square feet of total usable area

Churches, Conference/Meeting/Banquet Rooms, and similar facilities with In-house food service Capabilities

30% increase in square feet of total usable area

Ski Areas

an addition listed herein for other applicable use categories associated with Ski Areas (e.g., 30% increase in square feet of total useable area of Ski Rental Shops) or 30% increase in total hourly lift capacity

Health Spas/Fitness Centers

30% increase in square feet of total usable area

Travel Trailer Parks

30% increase in spaces

Footnotes:

1. See Appendix A of the District's Rules and Regulations for clarification of the use categories.
2. The footnotes of Appendix A shall also apply for the purpose of addition determinations.

**APPENDIX G**

**SCHEDULE OF WATER AND SEWER TAP FEES AND CHARGES**

**A. Single Family Residential Unit**

Note: If a residence has a second kitchen, then the fees and charges will be assessed per Part B of Schedule. A kitchen is generally defined as an area having facilities for cooking and dish washing. Units designed or converted to Bed & Breakfast will be reviewed and assessed individually.

1. Water Tap Privilege

- a) Unit connection, labor, materials, any District approved plumber; your expense, plus road repair. **\$8000.00**
- b) Monthly Service Charge (usually billed quarterly) **\$ 19.25**

2. Sewer Tap Privilege

- a) Unit connection (as above) **\$8000.00**
- b) Monthly Service charge (as above) **19.25**

**Both Water & Sewer service charge- \$38.50/month OR \$115.50/quarter**

**Note: Each tap requires a \$45.00 inspection fee, paid at time of tap purchase.**

**B. Multiple Residential Units**

Duplexes, apartments, condos, townhouses, guesthouse, "mother in law" apartments, many Bed & Breakfast, pools, special landscape treatments, commercial laundry.

1. Water Tap Privilege

- a) Unit connection, labor, materials, District approved plumber, your expense, plus road repair. 

First Unit	<b>\$8000.00</b>
Each additional Unit	<b>8000.00</b>
- b) Monthly Service Charge per unit **19.25**

2. Sewer Tap Privilege

- a) Unit connection (as above) 

First Unit	<b>\$8000.00</b>
Each additional Unit	<b>8000.00</b>
- b) Monthly Service Charge per Unit **19.25**

**Note: Each tap requires a \$45.00 inspection fee, paid at time of tap purchase.**

**C. Taps Paid But Not Used**

Where tap fees have been received by the District for one or more units to be serviced, those services are guaranteed and are a call on capacity of the present system. Therefore, the District charges full service fees for each tap fee reserved.

## APPENDIX H

### WATER AND SEWER TAP REQUIREMENTS FOR WINTER PARK RANCH WATER & SANITATION DISTRICT Updated, May 2005

Tap inspections must be set-up in advance (at least 48 hours notice) with the District. Additional charges may be assessed for missing the inspection time. Inspections may be scheduled between 8:00AM and 4:00PM, Monday through Thursday. Please call Steve Johnson @ (970)531-1530 or Mike Zielke @ (970)531-2100 to schedule an inspection.

Each water and sewer service line must have its own trench from the building to the tap in the main. The trench must be open (not backfilled) from the building to the tap at the time of inspection. The District will not allow service lines under driveways as they will freeze.

Water and Sewer trenches must be at least 10 feet apart.

All backfill materials shall be compacted to a minimum of 90% of the standard proctor density. 95% density is required for all trenches in roadways. All backfill materials within 12 inches of either a water or sewer service line shall be a well graded one inch minus select backfill material. Large rocks and frozen materials shall not be used for backfill of service lines.

#### \* **Water Requirements:**

Installation of a meter yolk is required (5/8" x 3/4" for residential)

The curb stop cap must be located at or above finishing grade at the property line, unless okayed with the Water District.

A thaw cable shall be installed from the corporation stop to the curb stop cap, with at least one foot of cable wrapped around the top of curb stop. (4 AWG coated cable or equivalent)

The entire water service line must be covered by a minimum of 6 feet of earth.

#### \* **Sewer Requirements:**

A 4" diameter sewer clean out shall be installed within 20' of a home or structure. It shall be installed to clean the sewer service line out to the sewer main. If the distance from this clean out to the sewer main exceeds 90 (ninety) feet, then a second clean out shall be installed. In the case of longer sewer service lines, a clean out shall be installed every ninety feet.

A "Y" saddle is required for all sewer main connections.

The sewer line trench must be a minimum of 4 feet deep from the building to the main. 6 to 7 feet is recommended.

A check valve must be installed, immediately inside of any structure which requires a sewer force main.

**APPENDIX I**

**RESOLUTION 2006-1-2**  
**POSTING FOR MEETINGS**

WHEREAS, Special Districts are required by Subsection 24-6-402, C.R.S., to designate annually at the District Board's Regular Meeting, the public place at which notice will be posted at least 24 hours prior to each meeting.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WINTER PARK RANCH WATER AND SANITATION DISTRICT AS FOLLOWS:

1. Notices of meetings of the District Board required pursuant to Section 24-6-401, et seq, C.R.S., shall be posted within the boundaries of the District as least 24 hours prior to each meeting at the following public locations:
  1. Safeway Bulletin Board (40 County Road 804)
  2. Rocky Mountain Moonshine (76827 US Hwy 40)
  3. Winter Park Ranch Water & Sanitation District Office (601 Park Place)
  4. Meadow Ridge Clubhouse
  
2. Notices of regular or special meetings required to be posted at three public places within the District and at the office of the County Clerk and Recorder at least three (3) days prior to said meeting shall continue to be made pursuant to Section 32-1-9-3 (2), C.R.S.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jon Westerlund, President

\_\_\_\_\_  
Bob Dart, Secretary

APPENDIX J

RESOLUTION 2008-9-1

WHEREAS, the Winter Park Ranch Water & Sanitation District ("District") operates pursuant to the District Act; and

WHEREAS, the District has adopted rates, fees, tolls, penalties, assessments and charges for water, sewer, or water and sewer services furnished, or to be furnished, {including charges for availability of such services} and

WHEREAS, the District is empowered by Section 32-1-1101(1)(e) of the Special District Act and the District's Rules and Regulations to collect such delinquent fees and charges by certification to the County Treasurer; and

WHEREAS, proper notice of this public meeting has been given to the property owner and all affected parties; and

WHEREAS, the adoption of this resolution will serve a public use and promote the health, safety and general welfare of the inhabitants of the District and the people of the State of Colorado;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE WINTER PARK RANCH WATER AND SANITATION DISTRICT THAT:

The District certifies to the County Treasurer that the amounts listed on Exhibit A attached hereto are fees, tolls, penalties, charges or assessments levied solely for water, sewer, or water and sewer services {including charges for availability of such service}, and that the accounts have been delinquent for at least six months and are in excess of \$150 per account.

The District requests that the County Treasurer collect these delinquent amounts at the earliest possible date in the same manner as property taxes and pursuant to Section 32-1-1101(1)(e), C.R.S., and add to such amounts an additional penalty to be paid by the property owner or affected party to defray the costs of collection.

DULY MOVED, SECONDED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
WINTER PARK RANCH WATER AND SANITATION DISTRICT.

By: \_\_\_\_\_  
Jon Westerlund, President

Attest: \_\_\_\_\_  
Bob Dart, Secretary

**RESOLUTION 2009-1-27-2  
ADOPTION OF RULES AND REGULATIONS**

WHEREAS, the Board of Directors of the Winter Park Ranch Water & Sanitation District, hereby adopts the amended Rules and Regulations, pursuant to Section 32-1-1001, C.R.S. and Section 32-1-1006, C.R.S.

Adopted this 27<sup>th</sup> day of January, 2009

  
\_\_\_\_\_  
Jon Westerlund, President

  
\_\_\_\_\_  
Bob Dart, Secretary

**RESOLUTION NO. 2011-5-1**

**A RESOLUTION AMENDING THE RULES AND REGULATIONS OF THE DISTRICT**

WHEREAS during the winter of 2010-2011 this District was plagued with problems with service lines as a result of the failure of property owners in the district to properly maintain there service lines and curb stops.

WHEREAS this Board deems it necessary to add a new paragraph C. to Section 9.3 of the District rules and regulations.

NOW THEREFORE be it resolved that the District's rules and regulations are amended by the addition of the following Section 9.3 C.

"THE MAINTENANCE of service lines, including the tap, is the responsibility of the property owner. The District will from time to time, except in the event of an emergency, inform the owner of maintenance or repairs which need to be performed on that owner's service line. The owner shall perform the required maintenance or repair as directed or the district will perform or have performed the required work and the owner will be charged the actual cost thereof. In the event of an emergency the owner is responsible for the actual cost of the repair performed or caused to be performed by the District."

THIS RESOLUTION WAS DULY APPROVED BY THE BOARD OF DIRECTORS OF THE WINTER PARK RANCH WATER AND SANITATION DISTRICT AT ITS REGULAR MEETING HELD ON MAY 17, 2011.

Winter Park Ranch Water & Sanitation District

  
By Chairman:

ATTEST:

  
Secretary