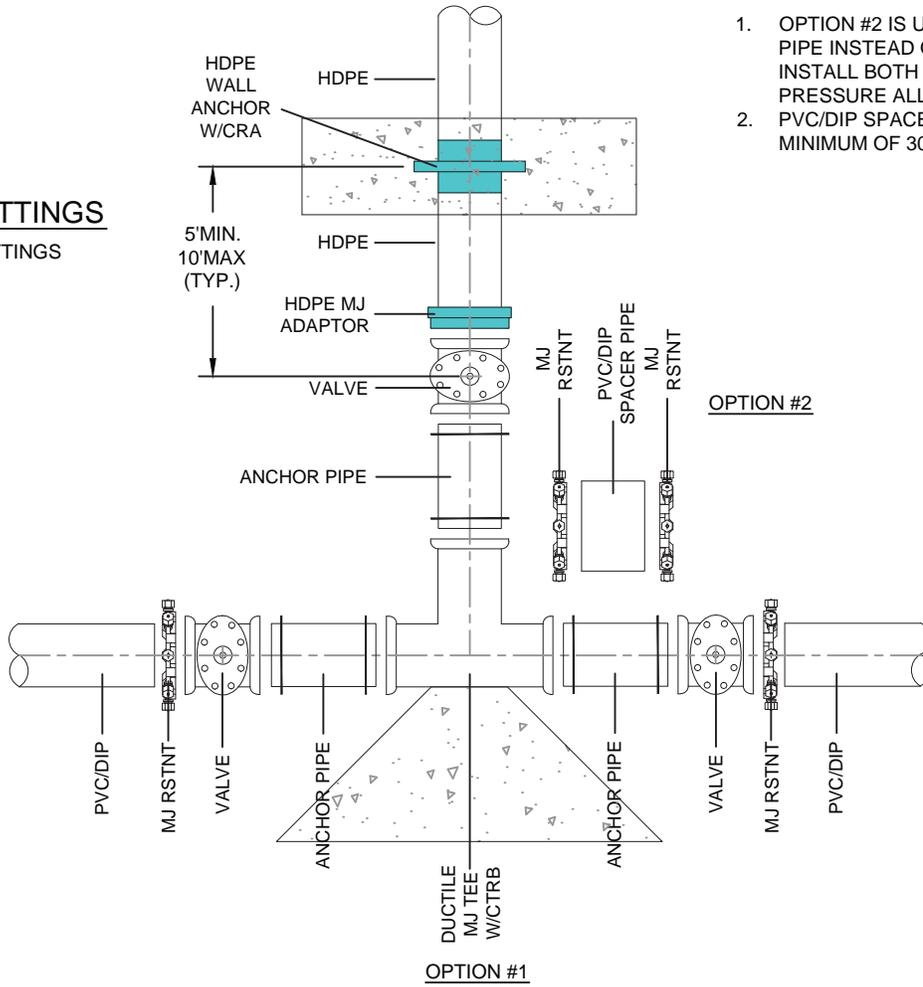


TIE-IN DUCTILE FITTINGS

 DENOTES HDPE FITTINGS



NOTES:

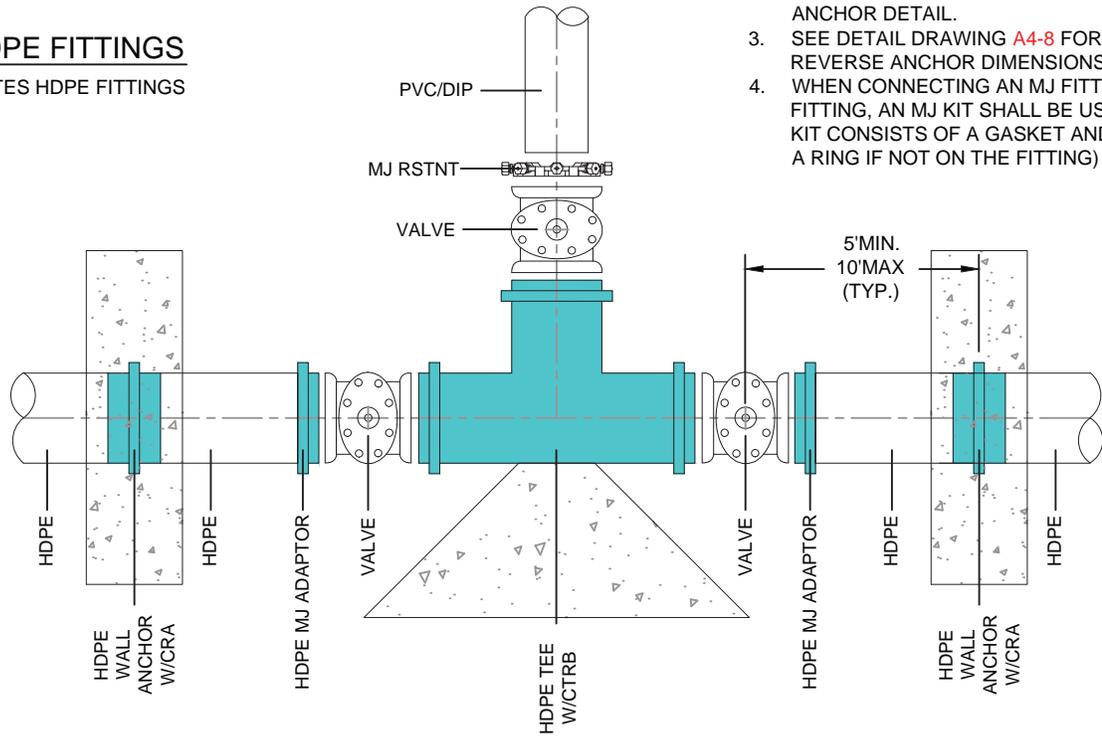
1. OPTION #2 IS USING PVC/DIP SPACER PIPE INSTEAD OF ANCHOR PIPE. INSTALL BOTH SIDES OF TEE IF PRESSURE ALLOWS.
2. PVC/DIP SPACER PIPE SHALL BE A MINIMUM OF 30".

NOTES:

1. FLANGED FITTINGS TO BE APPROVED BY COLORADO SPRINGS UTILITIES. FOR 16" OR LARGER HDPE PIPE USE BUTTERFLY VALVES.
2. SEE DETAIL DRAWING **A10-7** FOR WALL ANCHOR DETAIL.
3. SEE DETAIL DRAWING **A4-8** FOR CONCRETE REVERSE ANCHOR DIMENSIONS AND SIZING.
4. WHEN CONNECTING AN MJ FITTING TO AN MJ FITTING, AN MJ KIT SHALL BE USED. THE MJ KIT CONSISTS OF A GASKET AND BOLTS (AND A RING IF NOT ON THE FITTING)

TIE-IN HDPE FITTINGS

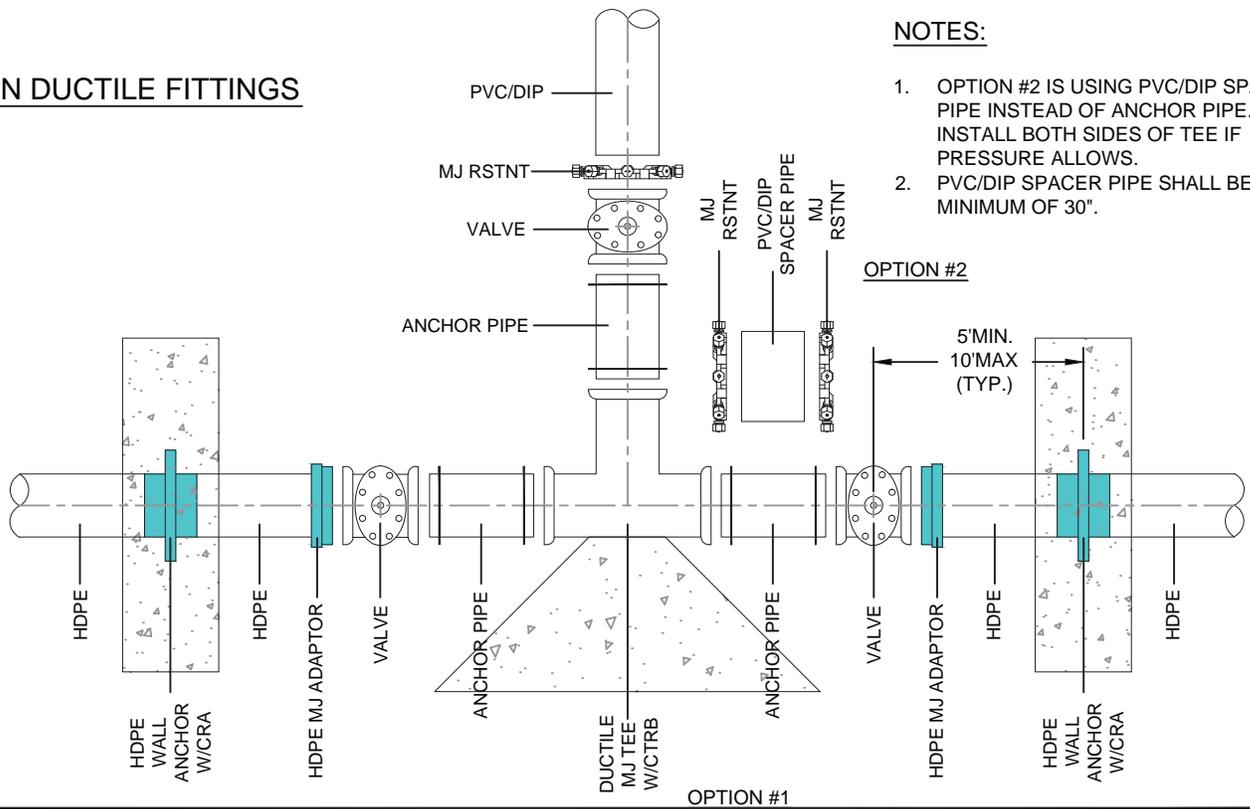
■ DENOTES HDPE FITTINGS



NOTES:

1. FLANGED FITTINGS TO BE APPROVED BY COLORADO SPRINGS UTILITIES. FOR 16" OR LARGER HDPE PIPE USE BUTTERFLY VALVES.
2. SEE DETAIL DRAWING A10-7 FOR WALL ANCHOR DETAIL.
3. SEE DETAIL DRAWING A4-8 FOR CONCRETE REVERSE ANCHOR DIMENSIONS AND SIZING.
4. WHEN CONNECTING AN MJ FITTING TO AN MJ FITTING, AN MJ KIT SHALL BE USED. THE MJ KIT CONSISTS OF A GASKET AND BOLTS (AND A RING IF NOT ON THE FITTING)

TIE-IN DUCTILE FITTINGS

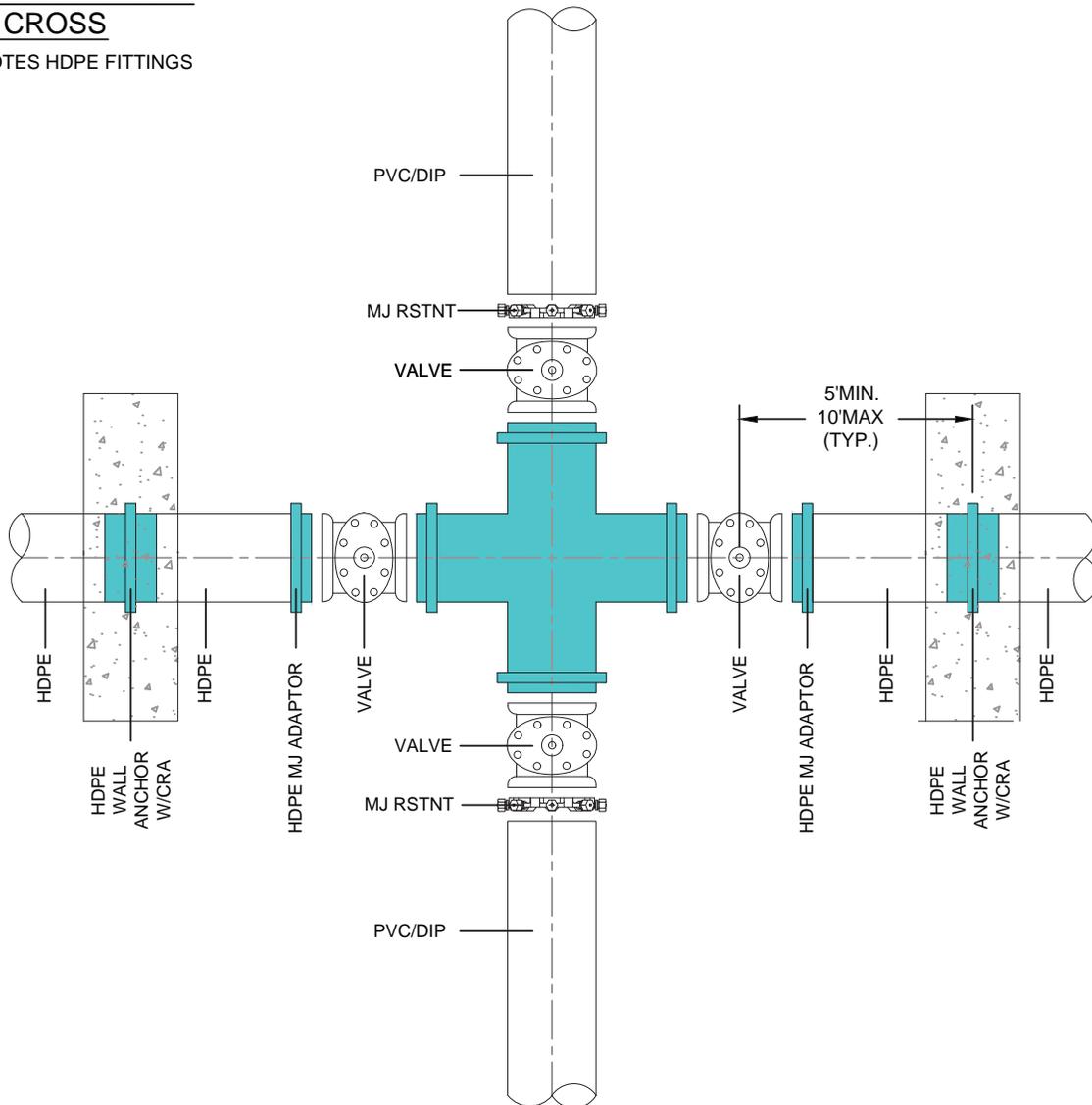


NOTES:

1. OPTION #2 IS USING PVC/DIP SPACER PIPE INSTEAD OF ANCHOR PIPE. INSTALL BOTH SIDES OF TEE IF PRESSURE ALLOWS.
2. PVC/DIP SPACER PIPE SHALL BE A MINIMUM OF 30".

TIE-IN HDPE FITTINGS W/HDPE CROSS

 DENOTES HDPE FITTINGS

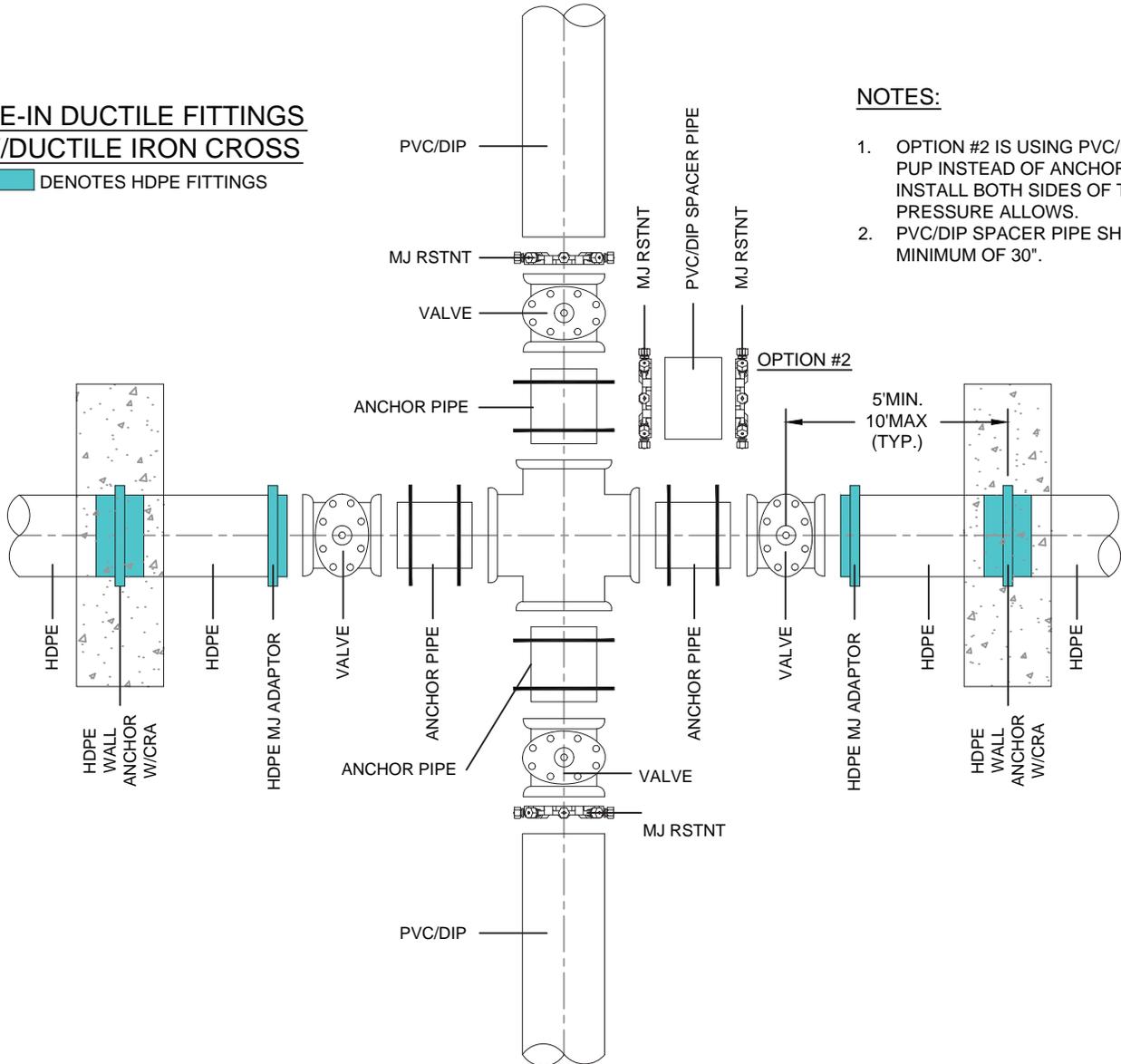


NOTES:

1. FLANGED FITTINGS TO BE APPROVED BY COLORADO SPRINGS UTILITIES. FOR 16" OR LARGER HDPE PIPE USE BUTTERFLY VALVES.
2. SEE DETAIL DRAWING **A10-7** FOR WALL ANCHOR DETAIL.
3. SEE DETAIL DRAWING **A4-8** FOR CONCRETE REVERSE ANCHOR DIMENSIONS AND SIZING.
4. WHEN CONNECTING AN MJ FITTING TO AN MJ FITTING, AN MJ KIT SHALL BE USED. THE MJ KIT CONSISTS OF A GASKET AND BOLTS (AND A RING IF NOT ON THE FITTING)

TIE-IN DUCTILE FITTINGS W/DUCTILE IRON CROSS

 DENOTES HDPE FITTINGS

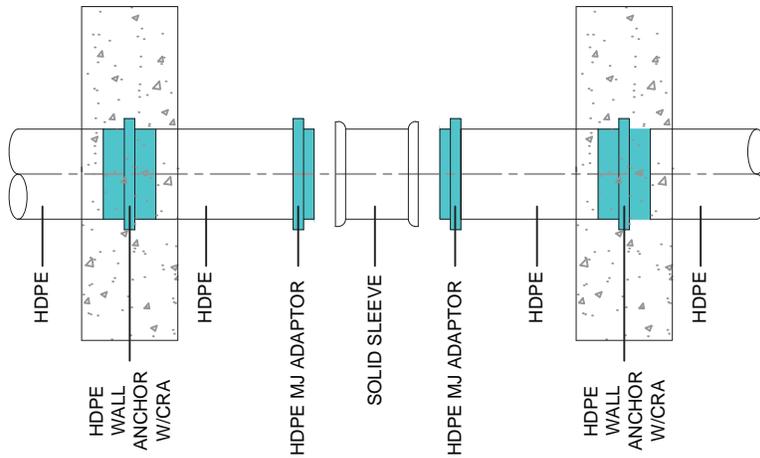


NOTES:

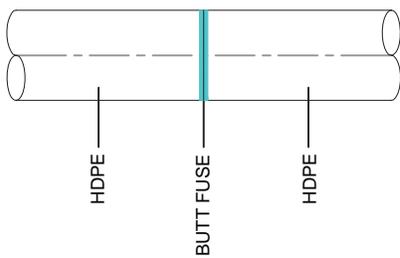
- OPTION #2 IS USING PVC/DIP PIPE PUP INSTEAD OF ANCHOR PIPE. INSTALL BOTH SIDES OF TEE IF PRESSURE ALLOWS.
- PVC/DIP SPACER PIPE SHALL BE A MINIMUM OF 30".

NOTES:

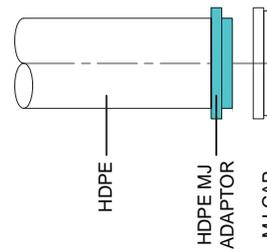
- FLANGED FITTINGS TO BE APPROVED BY COLORADO SPRINGS UTILITIES. FOR 16" OR LARGER HDPE PIPE USE BUTTERFLY VALVES.
- SEE DETAIL DRAWING A10-7 FOR WALL ANCHOR DETAIL.
- SEE DETAIL DRAWING A4-8 FOR CONCRETE REVERSE ANCHOR DIMENSIONS AND SIZING.
- WHEN CONNECTING AN MJ FITTING TO AN MJ FITTING, AN MJ KIT SHALL BE USED. THE MJ KIT CONSISTS OF A GASKET AND BOLTS (AND A RING IF NOT ON THE FITTING)



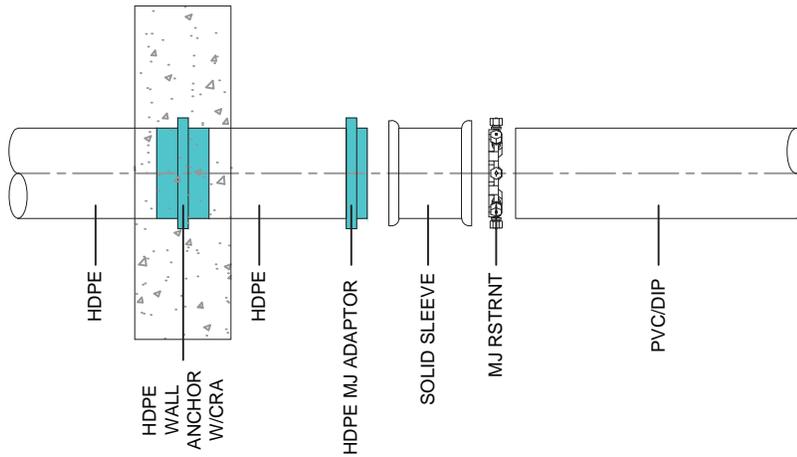
TRANSITION HDPE TO HDPE
W/BREAK POINT



TRANSITION HDPE TO HDPE BY
BUTT FUSION



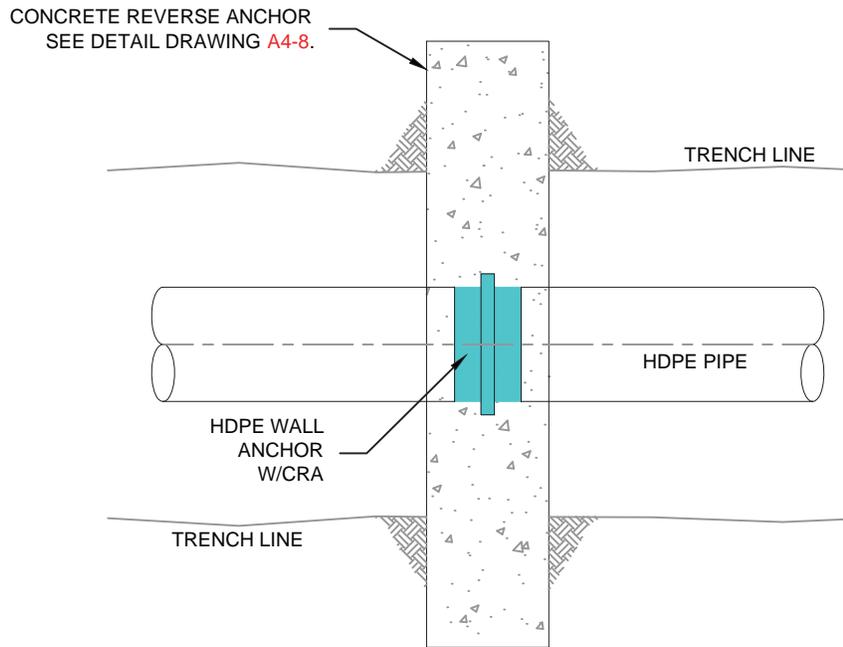
HDPE DEAD END



TRANSITION HDPE TO OTHER
PIPE MATERIAL

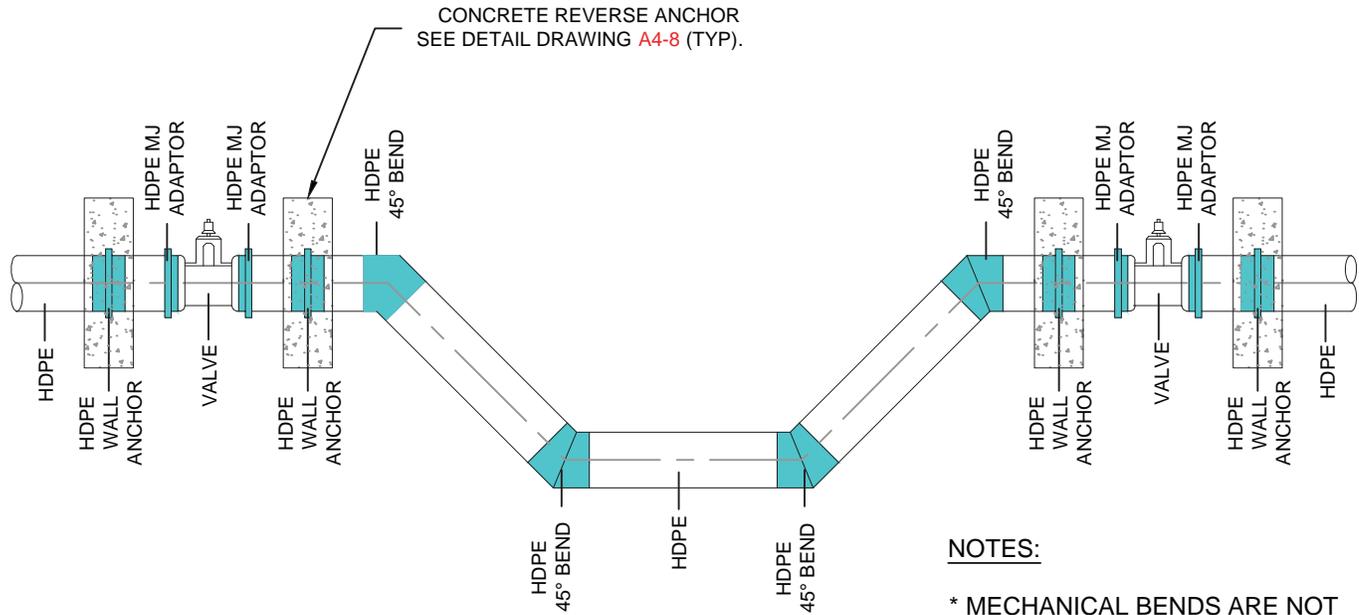
NOTES: DENOTES HDPE FITTINGS

1. FLANGED FITTINGS TO BE APPROVED BY COLORADO SPRINGS UTILITIES. FOR 16" OR LARGER HDPE PIPE USE BUTTERFLY VALVES.
2. SEE DETAIL DRAWING **A10-7** FOR WALL ANCHOR DETAIL.
3. SEE DETAIL DRAWING **A4-8** FOR CONCRETE REVERSE ANCHOR DIMENSIONS AND SIZING.
4. WHEN CONNECTING AN MJ FITTING TO AN MJ FITTING, AN MJ KIT SHALL BE USED. THE MJ KIT CONSISTS OF A GASKET AND BOLTS (AND A RING IF NOT ON THE FITTING)



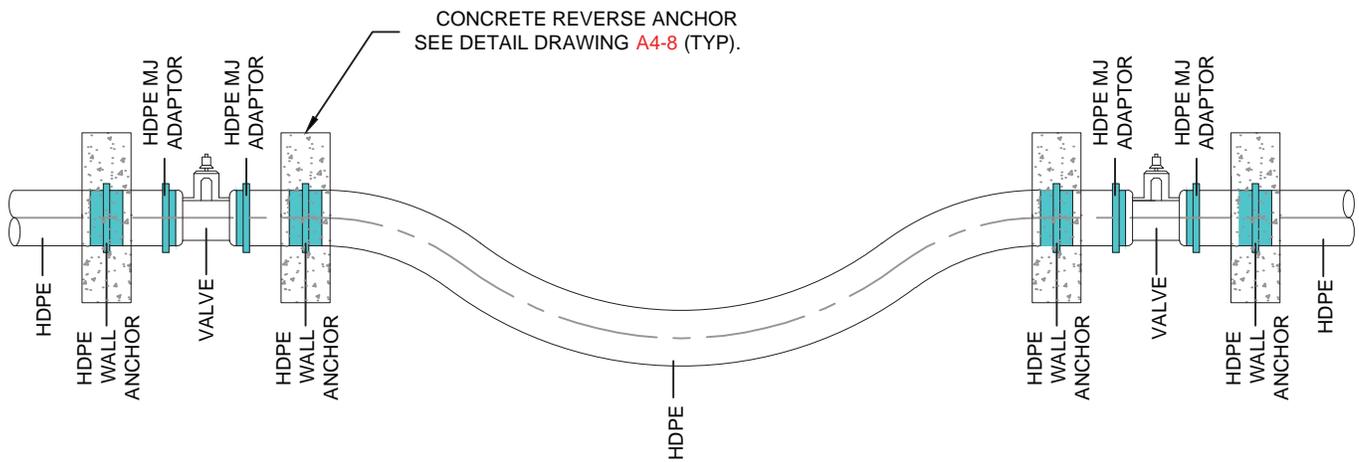
NOTES: DENOTES HDPE FITTINGS

1. FLANGED FITTINGS TO BE APPROVED BY COLORADO SPRINGS UTILITIES. FOR 16" OR LARGER HDPE PIPE USE BUTTERFLY VALVES.
2. SEE DETAIL DRAWING A4-8 FOR CONCRETE REVERSE ANCHOR FOR DIMENSIONS AND SIZING.



NOTES:

* MECHANICAL BENDS ARE NOT ALLOWED IN A HDPE LOWERING.

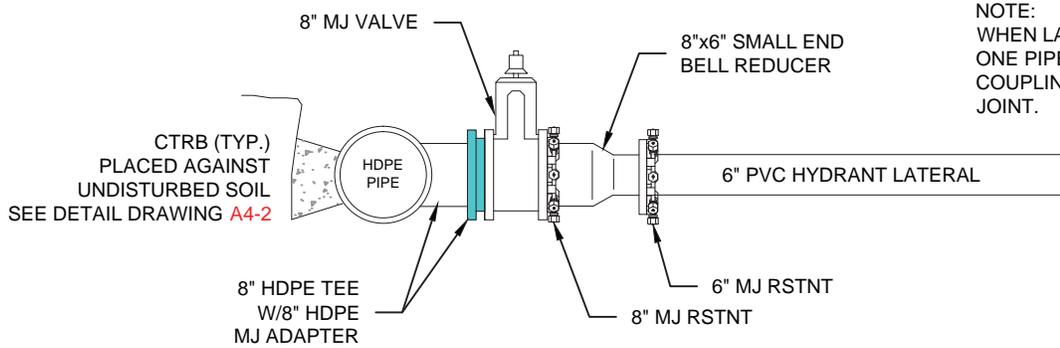


TYPICAL BORE APPLICATION

NOTES: [Blue Box] DENOTES HDPE FITTINGS

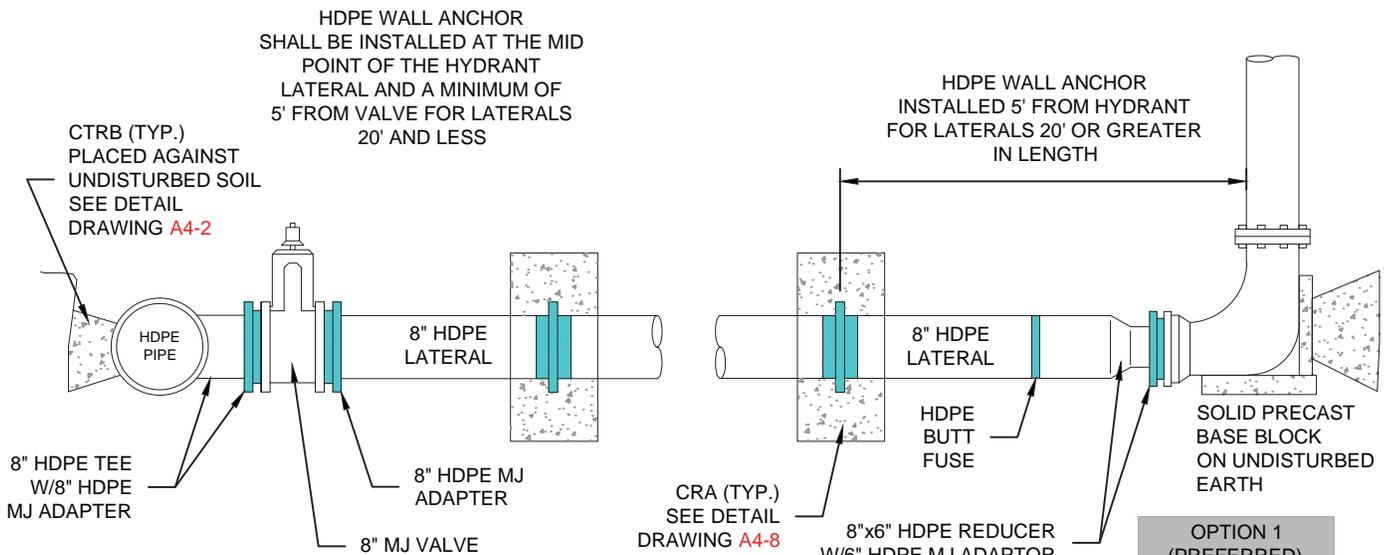
1. FLANGED FITTINGS TO BE APPROVED BY COLORADO SPRINGS UTILITIES. FOR 16" OR LARGER HDPE PIPE USE BUTTERFLY VALVES.
2. SEE DETAIL DRAWING A10-7 FOR WALL ANCHOR DETAIL.
3. SEE DETAIL DRAWING A4-8 FOR CONCRETE REVERSE ANCHOR FOR DIMENSIONS AND SIZING.

TYPICAL HDPE FIRE HYDRANT CONNECTION DETAILS

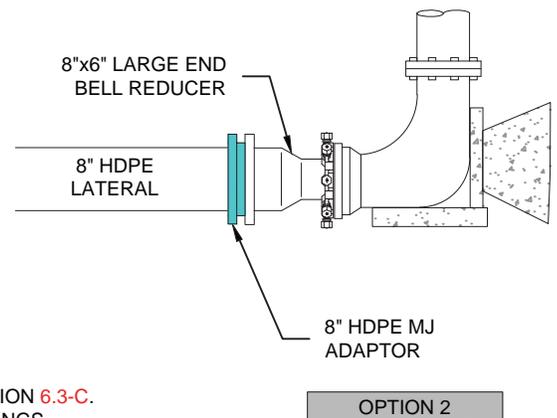


NOTE:
WHEN LATERAL IS GREATER THAN ONE PIPE LENGTH, A RESTRAINING COUPLING IS REQUIRED AT EACH JOINT.

ALTERNATE 1 (EXAMPLE) 8"x8" HDPE TEE W/6" PVC CONNECTION

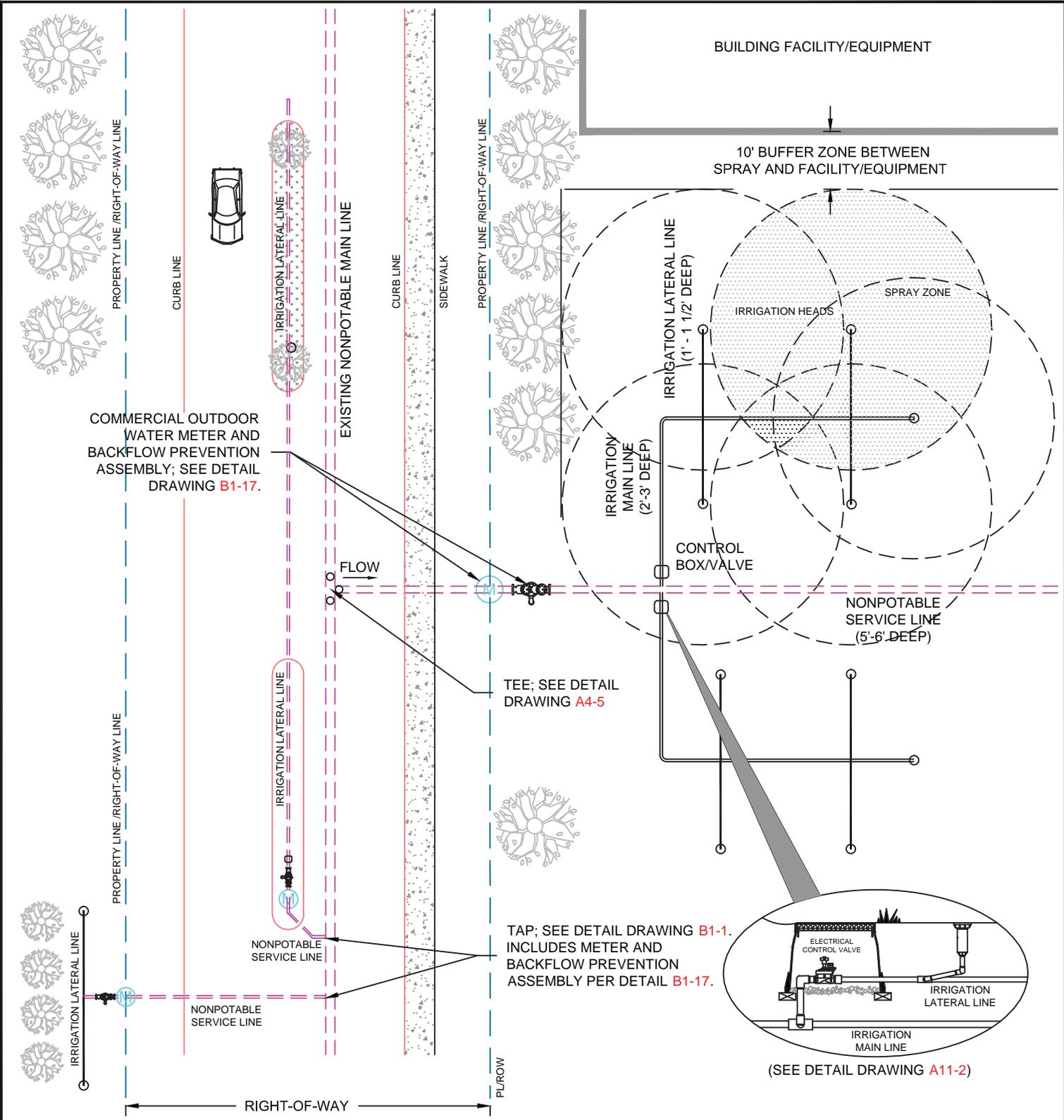


ALTERNATE 2 (EXAMPLE) 8" HDPE HYDRANT CONNECTION



NOTES: DENOTES HDPE FITTINGS

1. PIPE SIZES WILL VARY DUE TO SITE DESIGN.
2. MINIMUM SIZE FOR HDPE HYDRANT LATERAL IS 8".
3. HDPE HYDRANT LATERAL REQUIRES A MINIMUM OF ONE WALL ANCHOR. SEE SECTION 6.3-C.
4. VALVE BOX TO BE LOCATED OUTSIDE CURB PAN FOR VALVE AND VALVE BOX SETTINGS.
5. FIRE HYDRANT TO BE INSTALLED TO BURY LINE AS INDICATED ON HYDRANT ASSEMBLY.
6. GROUND LEVEL TEST BOX AND TRACER WIRE TO BE INSTALLED AND CONNECTED.
7. DEPTH OF BURY AS REQUIRED
8. NO OBSTRUCTIONS TO BE CONSTRUCTED IN FRONT OF THE FIRE HYDRANT.
9. SEE DETAIL DRAWING A5-1 FOR FIRE HYDRANT LOCATION.



NOTES:

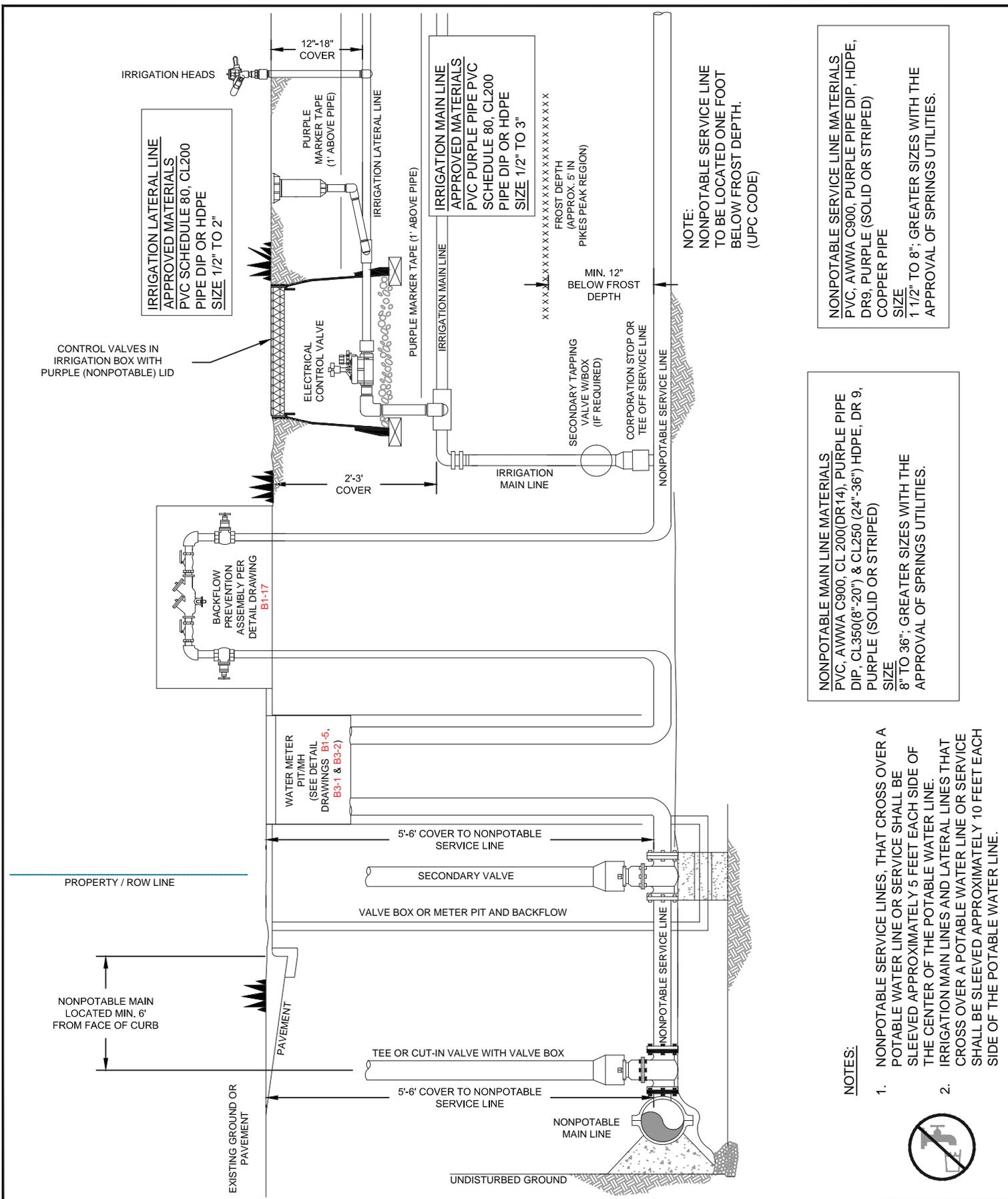
1. NONPOTABLE SERVICE LINES, THAT CROSS OVER A POTABLE WATER LINE OR SERVICE SHALL BE SLEEVED APPROXIMATELY 5 FEET EACH SIDE OF THE CENTER OF THE POTABLE WATER LINE.
2. IRRIGATION MAIN LINES AND LATERAL LINES THAT CROSS OVER A POTABLE WATER LINE OR SERVICE SHALL BE SLEEVED APPROXIMATELY 10 FEET EACH SIDE OF THE POTABLE WATER LINE.



SCHEMATIC IRRIGATION PLAN

A11-1

DATED 03/2014



IRRIGATION LATERAL LINE
 APPROVED MATERIALS
 PVC SCHEDULE 80, CL200
 PIPE DIP OR HDPE
 SIZE 1/2" TO 2"

IRRIGATION MAIN LINE
 APPROVED MATERIALS
 PVC PURPLE PIPE PVC
 SCHEDULE 80, CL200
 PIPE DIP OR HDPE
 SIZE 1/2" TO 3"

NONPOTABLE SERVICE LINE MATERIALS
 PVC, AWWA C900, PURPLE PIPE DIP, HDPE,
 DR9, PURPLE (SOLID OR STRIPED)
 COPPER PIPE
 SIZE
 1 1/2" TO 8"; GREATER SIZES WITH THE
 APPROVAL OF SPRINGS UTILITIES.

NONPOTABLE MAIN LINE MATERIALS
 PVC, AWWA C900, CL 200(DR14), PURPLE PIPE
 DIP, CL350(8"-20") & CL250 (24"-36")
 HDPE, DR 9,
 PURPLE (SOLID OR STRIPED)
 SIZE
 8" TO 36"; GREATER SIZES WITH THE
 APPROVAL OF SPRINGS UTILITIES.

- NOTES:**
- NONPOTABLE SERVICE LINES, THAT CROSS OVER A POTABLE WATER LINE OR SERVICE SHALL BE SLEEVED APPROXIMATELY 5 FEET EACH SIDE OF THE CENTER OF THE POTABLE WATER LINE.
 - IRRIGATION MAIN LINES AND LATERAL LINES THAT CROSS OVER A POTABLE WATER LINE OR SERVICE SHALL BE SLEEVED APPROXIMATELY 10 FEET EACH SIDE OF THE POTABLE WATER LINE.



NOTE:
 NONPOTABLE SERVICE LINE
 TO BE LOCATED ONE FOOT
 BELOW FROST DEPTH.
 (UPC CODE)

NONPOTABLE MAIN
 LOCATED MIN. 6'
 FROM FACE OF CURB

PROPERTY / ROW LINE

CONTROL VALVES IN
 IRRIGATION BOX WITH
 PURPLE (NONPOTABLE) LID

IRRIGATION LATERAL LINE
 APPROVED MATERIALS
 PVC SCHEDULE 80, CL200
 PIPE DIP OR HDPE
 SIZE 1/2" TO 2"

IRRIGATION HEADS



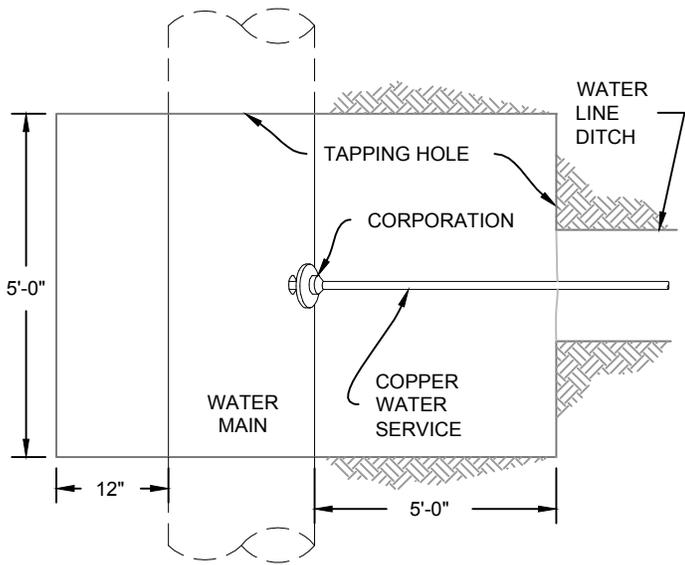
TYPICAL CONNECTION DETAILS

A11-2

DATED 03/2014

TAPPING DETAIL FOR 3/4" AND 1" CONNECTION

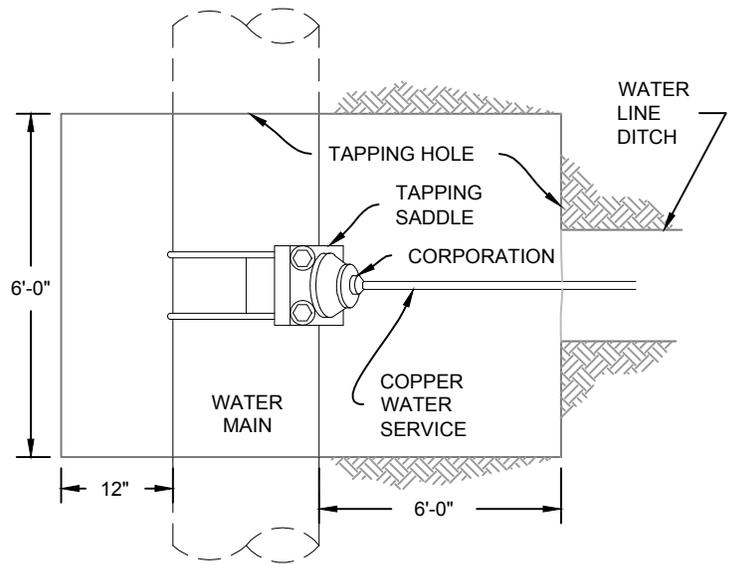
SERVICE TAPS 3/4" & 1"
CORPORATION ONLY (DIRECT TAPPING).



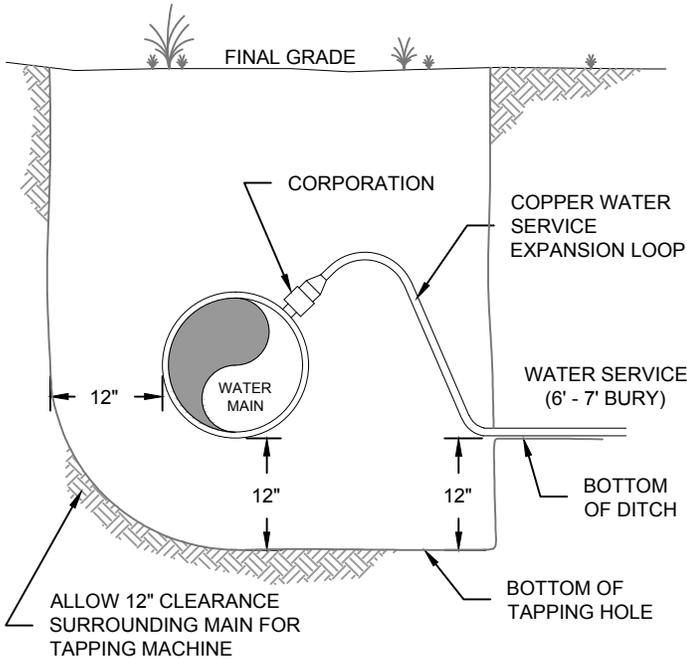
PLAN VIEW

TAPPING DETAIL FOR 1 1/2" AND 2" CONNECTION

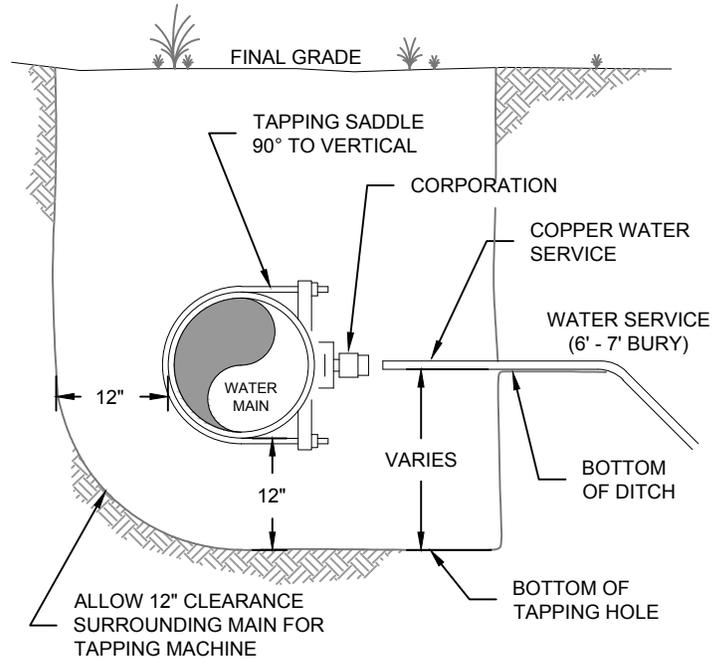
SERVICE TAPS 1 1/2" & 2"
TAPPING SADDLE.



PLAN VIEW



ELEVATION



ELEVATION

NOTES:

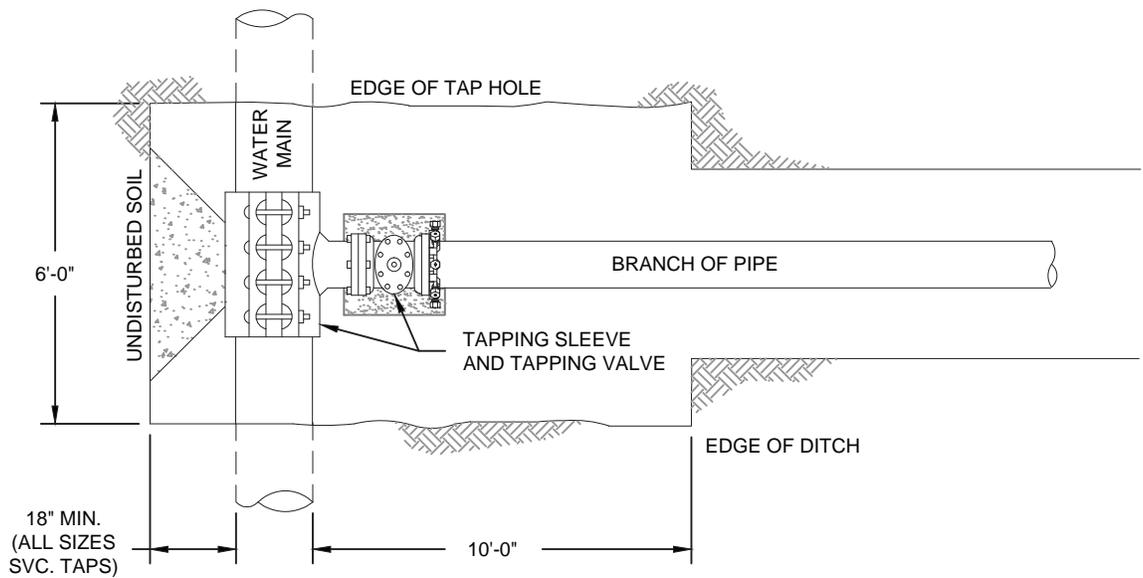
1. TRENCH WALLS AND SHORING SHALL COMPLY WITH OSHA STANDARDS.
2. FOR HDPE TAPS USE A SIDEWALL FUSION TAPPING SADDLE CONFIGURATION AT 90° SEE SECTION 6.7.B.
3. TO BE READ IN CONJUNCTION WITH SECTION 2.7.C AND SECTION 5.21-E.
4. WHERE COMPACTION CANNOT BE ACHIEVED UNDER THE WATER MAIN FLOWFILL SHALL BE USED.
5. SEE DETAIL DRAWING A8-10 FOR CATHODIC PROTECTION.



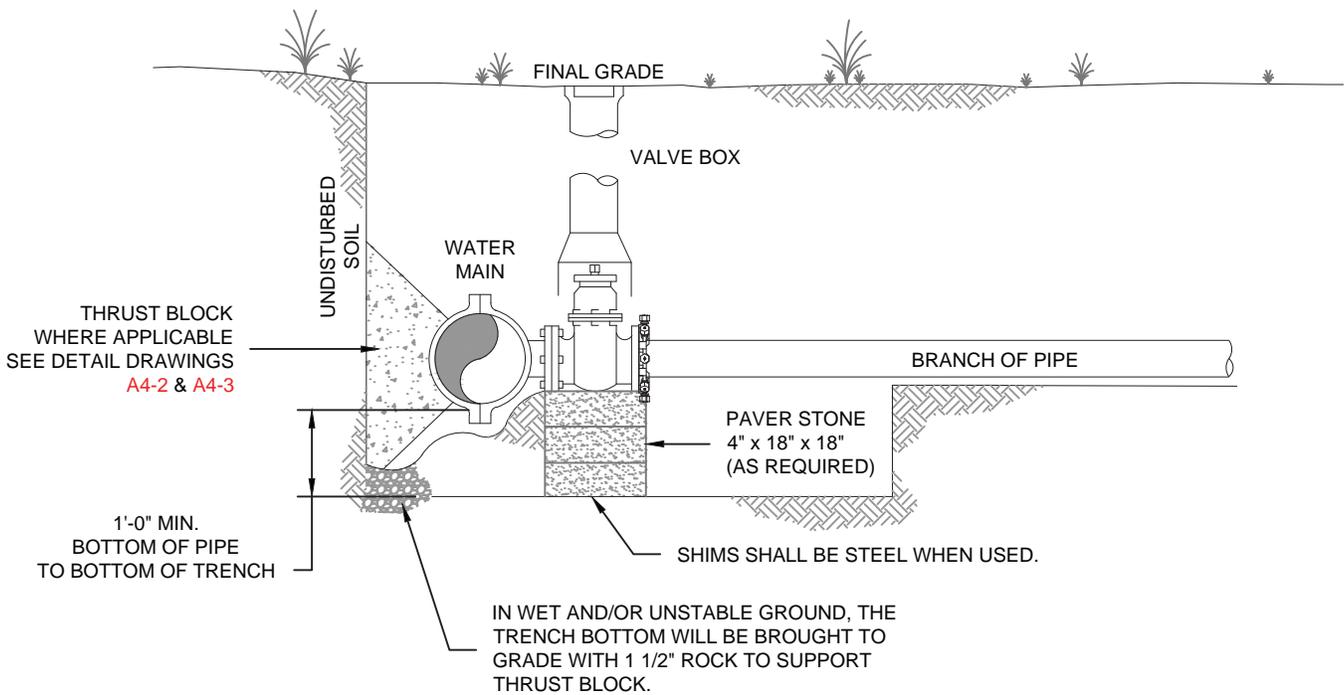
TAPPING DETAILS 3/4" THRU 2"
FOR TYPE "K" COPPER

B1-1

DATED 03/2014



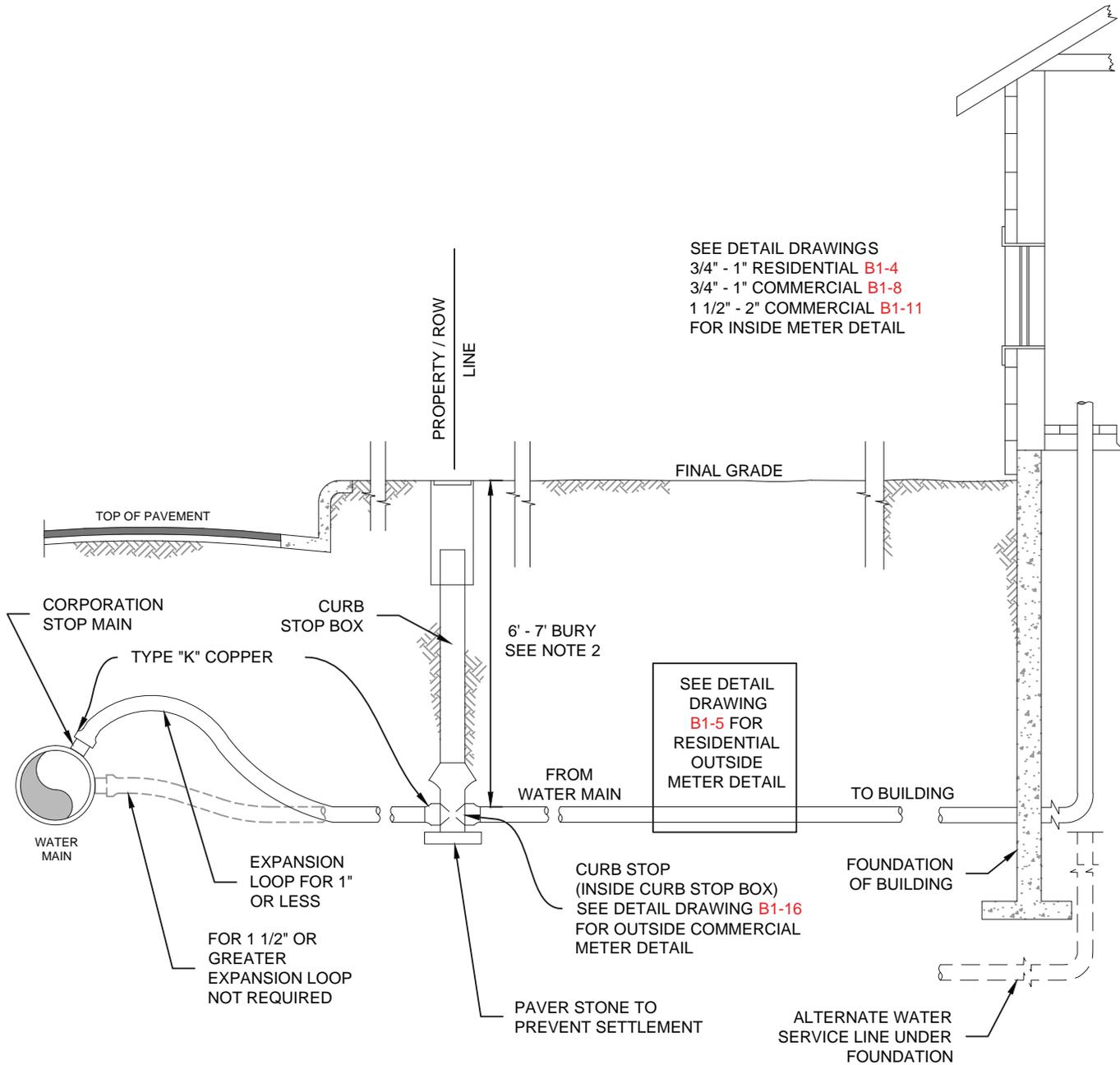
PLAN VIEW



ELEVATION

NOTES:

1. 4" WATER SERVICE LINES TYPICALLY REQUIRE A TEE AND VALVE PER SECTION 2.6.D. THIS DRAWING MAY ONLY BE USED AT THE DISCRETION OF COLORADO SPRINGS UTILITIES.
2. TRENCH WALLS AND SHORING SHALL COMPLY WITH OSHA STANDARDS.
3. WHERE COMPACTION CANNOT BE ACHIEVED UNDER THE WATER MAIN FLOWFILL SHALL BE USED.
4. ATTACH ANODES FOR CATHODIC PROTECTION.



NOTES:

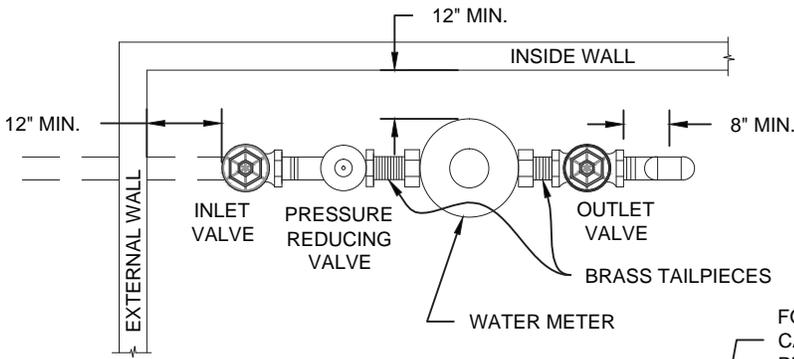
1. REFERENCE SECTION 2.7 WATER SERVICE LINE DESIGN.
2. FOR AREAS WITH DEEPER FROST DEPTHS SEE SECTION 2.6.H.1 FOR DEPTH OF BURY REQUIREMENTS.
3. SEE DETAIL DRAWING **B1-16** FOR COMMERCIAL OUTSIDE METER DETAIL.



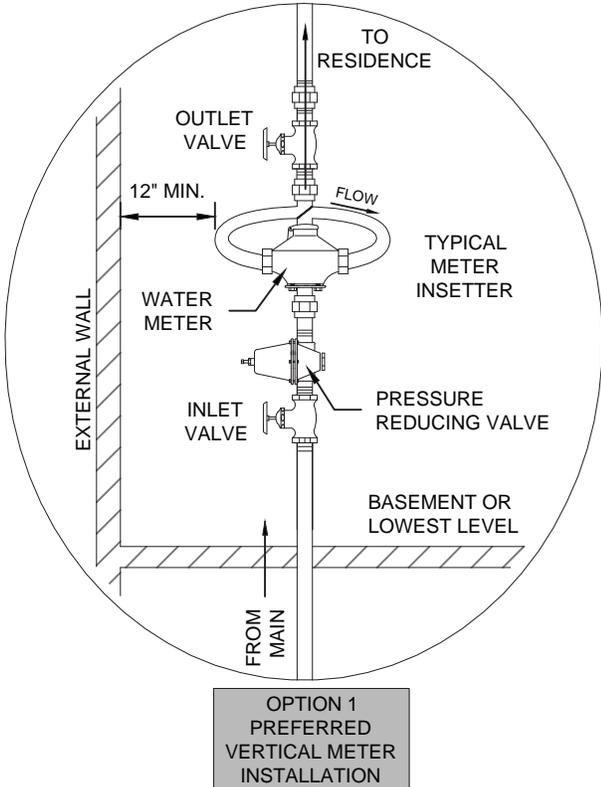
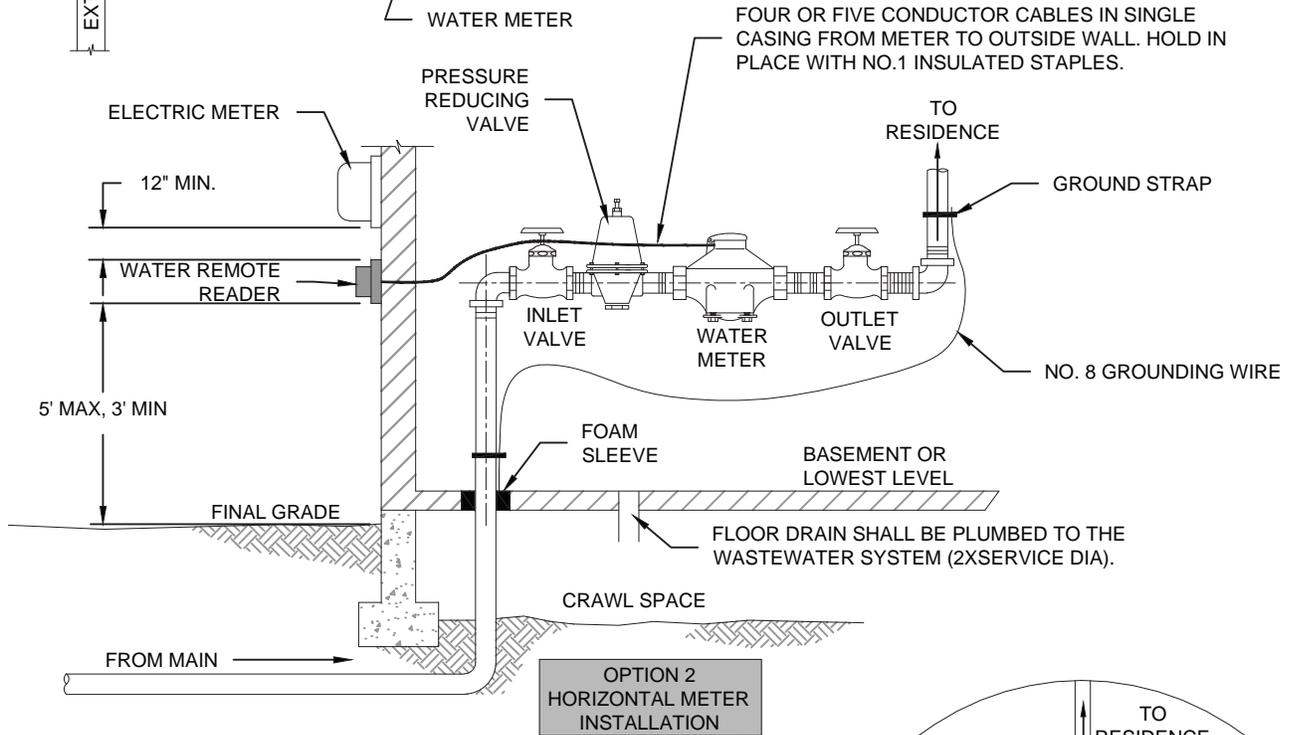
**TYPICAL INSTALLATION FOR TYPE "K"
 COPPER SERVICE LINE, STOP BOX AND
 METER INSTALLATION 3/4" - 2"**

B1-3

DATED 03/2014



METER SIZE	METER LENGTH	LAY LENGTH W/ TAILPIECES
3/4" SHORT	7 1/2"	12"
1"	10 3/4"	15"



NOTES:

1. THE METER SHALL BE PROVIDED AND INSTALLED BY COLORADO SPRINGS UTILITIES.
2. THE METER MUST BE INSTALLED HORIZONTALLY WITH THE CLEARANCE DIMENSIONS AS SHOWN ABOVE AND ONE SIDE OF THE METER SHALL BE FREE FROM ANY OBSTRUCTION. 3' MIN. CLEARANCE IS REQUIRED ABOVE THE METER.
3. GAS FLEX LINE SERVICES SHALL BE LOCATED A MINIMUM OF 18" FROM THE METER INSTALLATION.
4. BRASS INLET AND OUTLET VALVES SHALL BE INSTALLED ON EACH SIDE OF THE METER. INLET AND OUTLET VALVES SHALL BE FULL OPENING, GATE OR BALL VALVES WHICH CLOSE IN DIRECTION OF FLOW.
5. METERS TO BE INSTALLED INSIDE A RESIDENCE MUST BE LOCATED IN THE BASEMENT OR LOWER LEVEL OF THE STRUCTURE, METERS SHALL NOT BE INSTALLED IN CRAWL SPACES OR DESIGNED STORAGE AREAS.
6. REFERENCE SECTION 2.7.J (WATER METERS).
7. GROUNDING IS REQUIRED TO ELIMINATE POTENTIAL FOR DISCHARGE OF STATIC ELECTRICITY CAUSED BY FLOW OF WATER THROUGH PIPING. GROUNDING STRAP NOT REQUIRED ON PREFABRICATED INSTALLATIONS.
8. A MINIMUM OF 5' OF COPPER IS REQUIRED AFTER THE METER EXCEPT WHERE A MANIFOLD (MANIBLOCK) SYSTEM IS USED DIRECTLY AFTER THE METER AND IS SUPPORTED.
9. IF A BACKFLOW PREVENTION ASSEMBLY IS REQUIRED IT SHALL BE LOCATED BEFORE THE FIRST BRANCH LINE. SEE DETAIL DRAWING B1-8.
10. REMOTE READER WIRE SHALL EXIT THE BUILDING THROUGH A DEDICATED HOLE FOR REMOTE READER WIRE USE ONLY.
11. ALL FITTINGS IN THE METER INSTALLATION SHALL BE SOLDERED, FLANGED OR THREADED. THE BACKFLOW PREVENTER SHALL BE SOLDERED OR FLANGED.

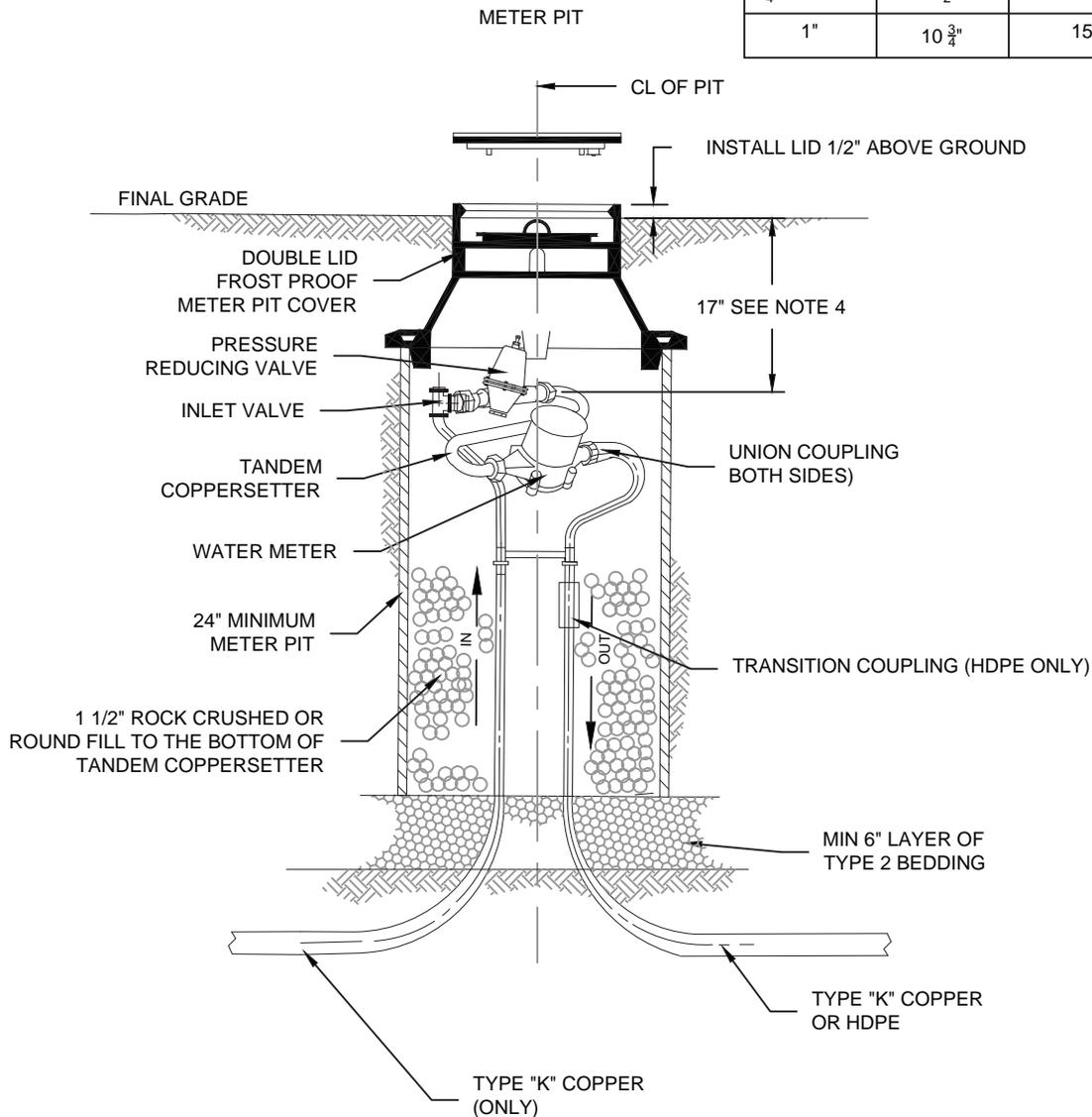


TYPICAL INSTALLATION FOR 3/4" THRU 1" METERS INSIDE RESIDENTIAL COPPER SERVICE

B1-4

DATED 03/2014

METER SIZE	METER LENGTH	LAY LENGTH W/ TAILPIECES
3/4" SHORT	7 1/2"	12"
1"	10 3/4"	15"



NOTES:

1. THE METER SHALL BE PROVIDED AND INSTALLED BY COLORADO SPRINGS UTILITIES.
2. REFERENCE SECTION 2.7 WATER SERVICE LINE DESIGN.
3. METER PIT SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE CURB STOP.
4. METER AND PRESSURE REGULATOR ARE INSTALLED WITH AN APPROVED TANDEM COPPERSETTER, TANDEM COPPERSETTER SHALL BE 17" FROM THE TOP PIT LID/FINISH GRADE TO CENTER OF SETTER. TANDEM COPPERSETTER SHALL HAVE AN INLET VALVE ONLY.
5. METER PIT SHALL BE AN APPROVED PLASTIC PIT WITH A MINIMUM DIAMETER OF 24" BY 36" IN HEIGHT WITH A FROST PROOF COVER.
6. SERVICE LINE SHALL BE TYPE "K" COPPER BETWEEN THE CURB STOP AND THE TANDEM COPPERSETTER TO PROVIDE METER STABILITY. TRANSITION TO HDPE MAY BE MADE AFTER THE OUTLET SIDE OF THE TANDEM COPPERSETTER WITH AN APPROVED TRANSITION COUPLING LOCATED WITHIN THE METER PIT.
11. ALL FITTINGS IN THE METER INSTALLATION SHALL BE SOLDERED, FLANGED OR THREADED. THE BACKFLOW PREVENTER SHALL BE SOLDERED OR FLANGED.

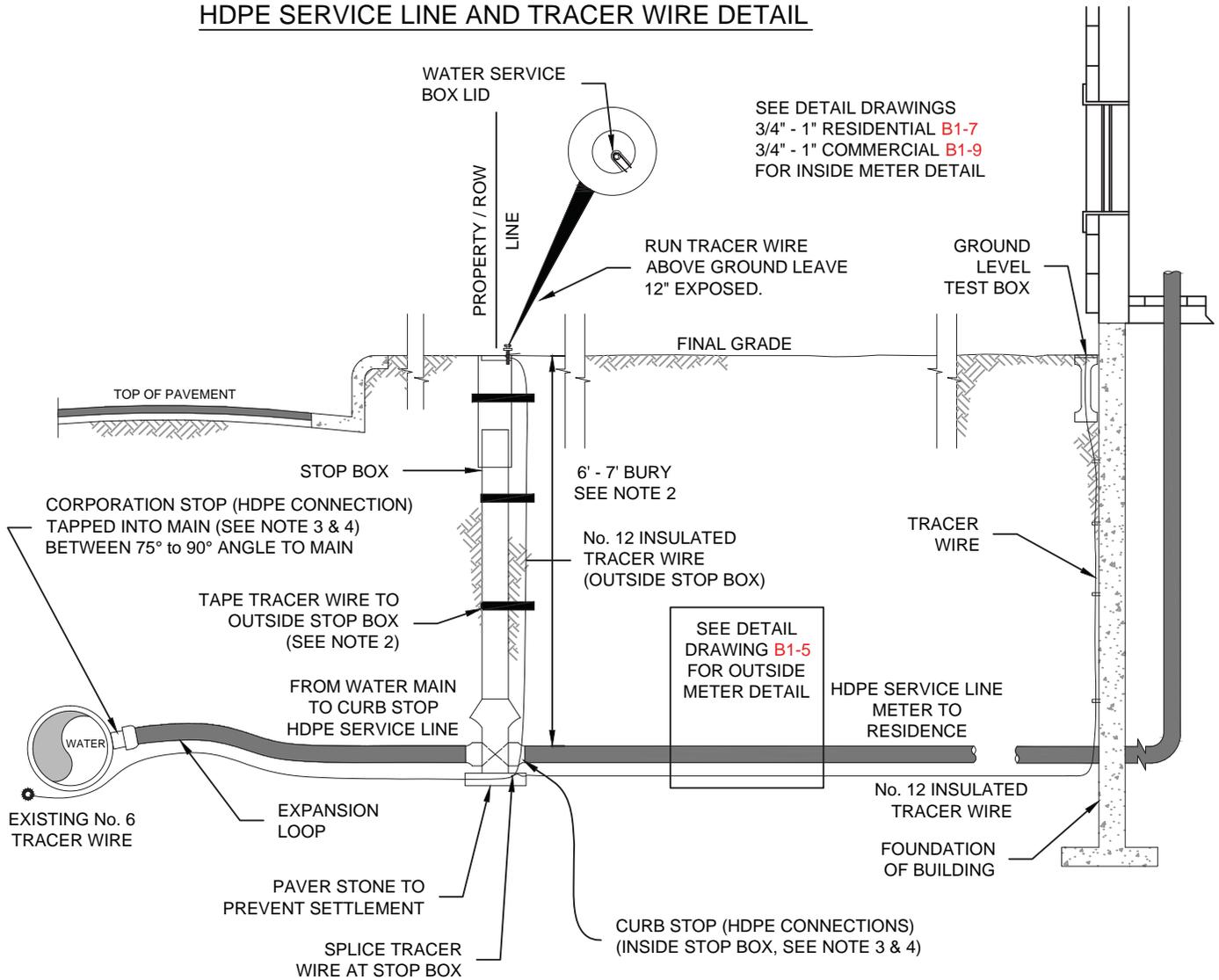


3/4" THRU 1" OUTSIDE METER FOR
RESIDENTIAL TYPE "K" COPPER AND HDPE
SERVICE

B1-5

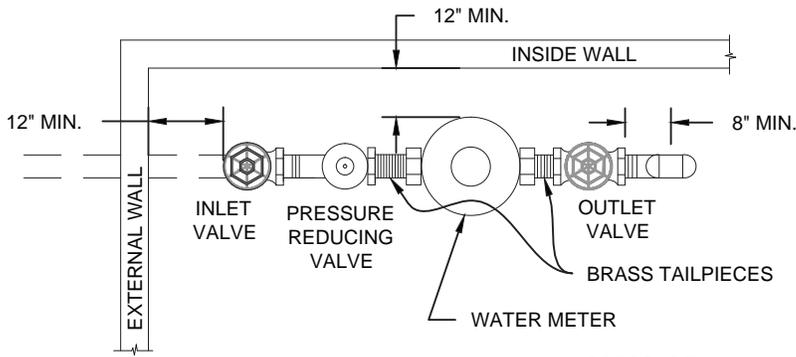
DATED 03/2014

HDPE SERVICE LINE AND TRACER WIRE DETAIL



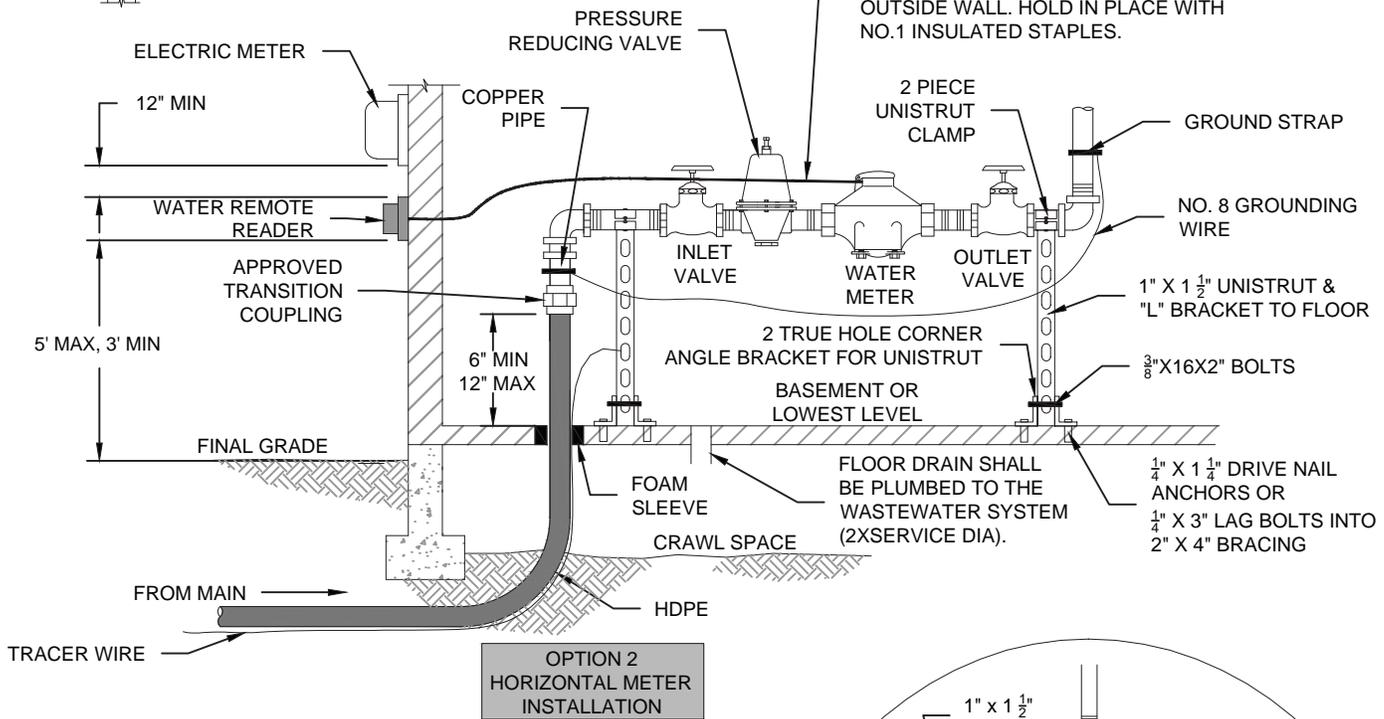
WATER SERVICE LINE NOTES:

1. NO. 12 INSULATED TRACER WIRE SHALL BE PLACED ALONG SERVICE LINE AND SHALL BE A CONTINUOUS (WITHOUT SPLICES) LENGTH, WITH THE EXCEPTION OF THE SPLICE AT THE STOP BOX WHICH SHALL BE MADE WITH A COPPER CRIMP OR SPLIT BOLT CONNECTOR.
2. FOR GREEN MOUNTAIN FALLS SEE SECTION 2.6.H.1 DEPTH OF BURY.
3. WHEN A NEW HDPE SERVICE IS CONNECTED TO A PVC MAIN, THE SERVICE LINE TRACER WIRE SHALL BE CONNECTED TO THE MAIN'S TRACER WIRE WITH A COPPER CRIMP OR SPLIT-BOLT CONNECTOR. THE TRACER WIRE IS THEN TAPED ALONG THE SERVICE LINE IN AT LEAST 3 LOCATIONS NOT TO EXCEED 10' SPACING. AT THE CURB BOX, THE TRACER WIRE WILL BE TAPED TO THE OUTSIDE OF THE CURB BOX IN AT LEAST THREE PLACES AND BROUGHT TO THE EXISTING GRADE ADJACENT TO THE CURB BOX COVER. 12" OF TRACER WIRE SHALL BE EXPOSED ABOVE GROUND THEN THE TRACER WIRE WILL BE SPLICED AT THE STOP BOX AND TAPED TO THE SERVICE LINE UNTIL IT REACHES THE FOUNDATION WALL. THE TRACER WIRE SHALL FOLLOW THE FOUNDATION WALL AND TERMINATE IN A GROUND LEVEL TEST BOX NO MORE THAN 12" FROM THE FOUNDATION WALL.
4. STIFFENERS SHALL BE INSTALLED WITHIN THE HDPE SERVICE LINE AT THE CONNECTION POINTS OF THE FITTINGS.
5. SEE DETAIL DRAWING **B1-16** FOR COMMERCIAL INSTALLATION OF OUTSIDE METER BACKFLOW PREVENTION ASSEMBLY.



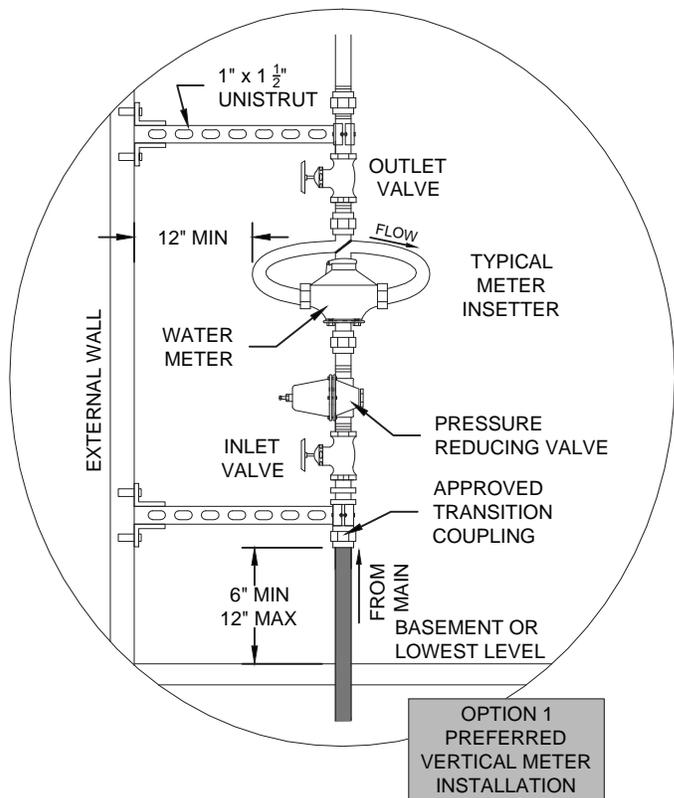
METER SIZE	METER LENGTH	LAY LENGTH W/ TAILPIECES
3/4" SHORT	7 1/2"	12"
1"	10 3/4"	15"

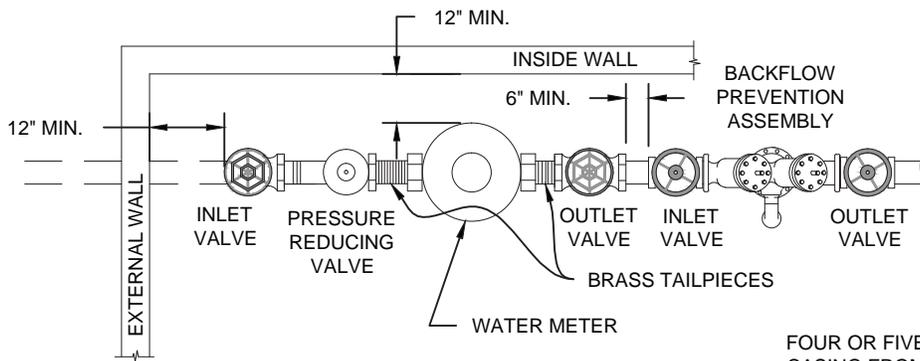
FOUR OR FIVE CONDUCTOR CABLES IN SINGLE CASING FROM METER TO OUTSIDE WALL. HOLD IN PLACE WITH NO.1 INSULATED STAPLES.



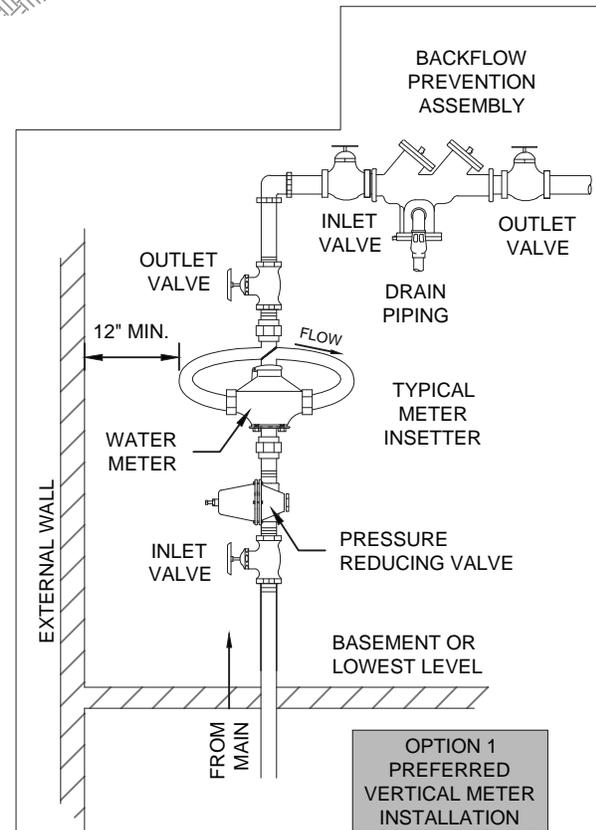
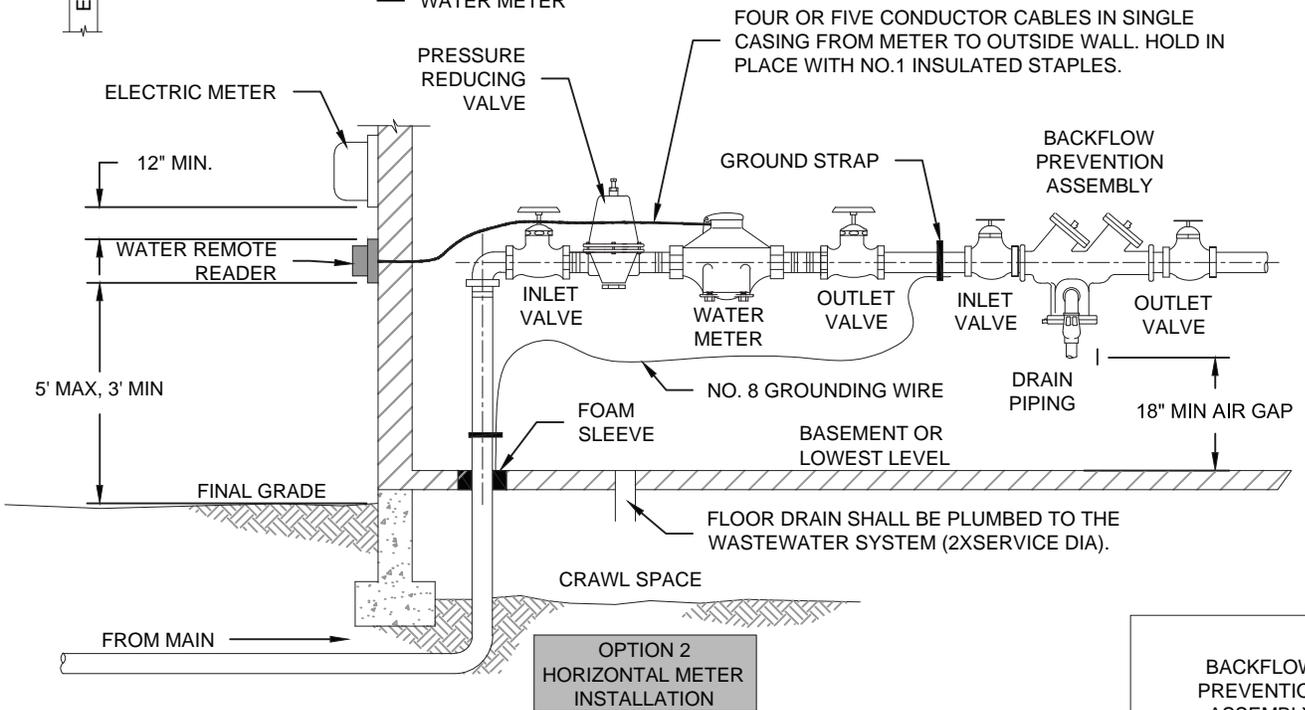
NOTES:

1. THE METER SHALL BE PROVIDED AND INSTALLED BY COLORADO SPRINGS UTILITIES.
2. THE METER MUST BE INSTALLED HORIZONTALLY WITH THE CLEARANCE DIMENSIONS AS SHOWN ABOVE AND ONE SIDE OF THE METER SHALL BE FREE FROM ANY OBSTRUCTION. 3" MIN. CLEARANCE IS REQUIRED ABOVE THE METER.
3. GAS FLEX LINE SERVICES SHALL BE LOCATED A MINIMUM OF 18" FROM THE METER INSTALLATION.
4. BRASS INLET AND OUTLET VALVES SHALL BE INSTALLED ON EACH SIDE OF THE METER. INLET AND OUTLET VALVES SHALL BE FULL OPENING, GATE OR BALL VALVES WHICH CLOSE IN DIRECTION OF FLOW.
5. METERS TO BE INSTALLED INSIDE A RESIDENCE MUST BE LOCATED IN THE BASEMENT OR LOWER LEVEL OF THE STRUCTURE. METERS SHALL NOT BE INSTALLED IN CRAWL SPACES OR DESIGNED STORAGE AREAS.
6. REFERENCE SECTION 2.7.J (WATER METERS).
7. GROUNDING IS REQUIRED TO ELIMINATE POTENTIAL FOR DISCHARGE OF STATIC ELECTRICITY CAUSED BY FLOW OF WATER THROUGH PIPING. GROUNDING STRAP NOT REQUIRED ON PREFABRICATED INSTALLATIONS.
8. PEX PIPE IS NOT APPROVED FOR USE BEFORE THE METER.
9. AN APPROVED TRANSITION COUPLING SHALL BE INSTALLED A MIN OF 6" AND A MAX OF 12" FROM THE FLOOR. COPPER SHALL BE USED THROUGHOUT THE METER INSTALLATION. A MINIMUM OF 5' OF COPPER IS REQUIRED AFTER THE METER EXCEPT WHERE A MANIFOLD (MANIBLOCK) SYSTEM IS USED DIRECTLY AFTER THE METER AND IS SUPPORTED.
10. IF A BACKFLOW PREVENTION ASSEMBLY IS REQUIRED IT SHALL BE LOCATED BEFORE THE FIRST BRANCH LINE. SEE DETAIL DRAWING B1-9.
11. REMOTE READER WIRE SHALL EXIT THE BUILDING THROUGH A DEDICATED HOLE FOR REMOTE READER WIRE USE ONLY.
12. THE METER SHALL BE SECURED WITH UNISTRUT BEFORE AND AFTER THE INLET AND OUTLET VALVES AS SHOWN. UNISTRUT SHALL BE ANCHORED TO THE COPPER PIPE.
11. ALL FITTINGS IN THE METER INSTALLATION SHALL BE SOLDERED, FLANGED OR THREADED. THE BACKFLOW PREVENTER SHALL BE SOLDERED OR FLANGED.





METER SIZE	METER LENGTH	LAY LENGTH W/ TAILPIECES
3/4" SHORT	7 1/2"	12"
1"	10 3/4"	15"



NOTES:

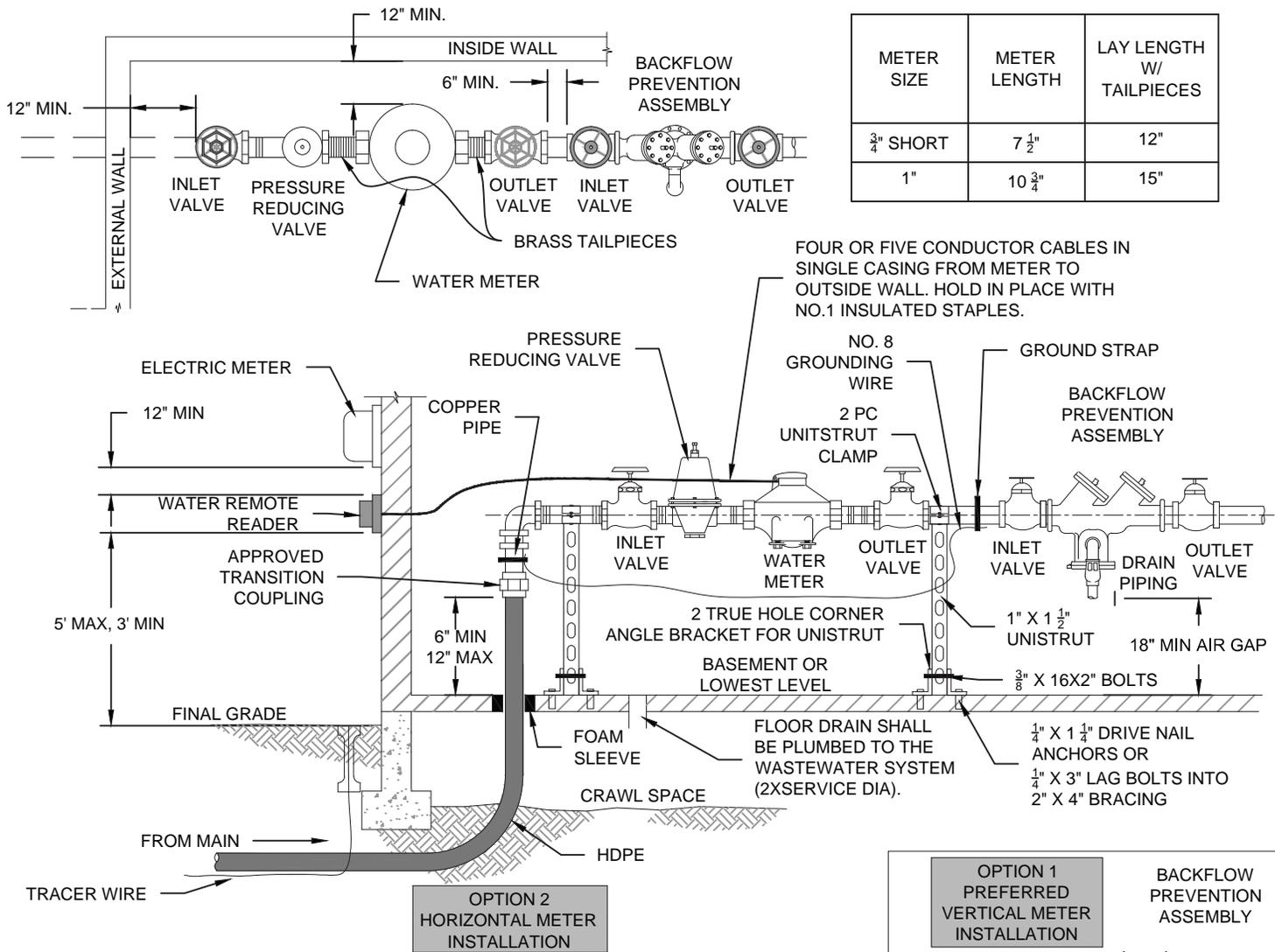
1. THE METER SHALL BE PROVIDED AND INSTALLED BY COLORADO SPRINGS UTILITIES.
2. THE METER MUST BE INSTALLED HORIZONTALLY WITH THE CLEARANCE DIMENSIONS AS SHOWN ABOVE AND ONE SIDE OF THE METER SHALL BE FREE FROM ANY OBSTRUCTION. 3' MIN. CLEARANCE IS REQUIRED ABOVE THE METER.
3. GAS FLEX LINE SERVICES SHALL BE LOCATED A MINIMUM OF 18" FROM THE METER INSTALLATION.
4. BRASS INLET AND OUTLET VALVES SHALL BE INSTALLED ON EACH SIDE OF THE METER. INLET AND OUTLET VALVES SHALL BE FULL OPENING, GATE OR BALL VALVES WHICH CLOSE IN DIRECTION OF FLOW.
5. METERS TO BE INSTALLED INSIDE A RESIDENCE MUST BE LOCATED IN THE BASEMENT OR LOWER LEVEL OF THE STRUCTURE, METERS SHALL NOT BE INSTALLED IN CRAWL SPACES OR DESIGNED STORAGE AREAS.
6. REFERENCE SECTION 2.7.J (WATER METERS).
7. GROUNDING IS REQUIRED TO ELIMINATE POTENTIAL FOR DISCHARGE OF STATIC ELECTRICITY CAUSED BY FLOW OF WATER THROUGH PIPING. GROUNDING STRAP NOT REQUIRED ON PREFABRICATED INSTALLATIONS.
8. A MINIMUM OF 5' OF COPPER IS REQUIRED AFTER THE METER EXCEPT WHERE A MANIFOLD (MANIBLOCK) SYSTEM IS USED DIRECTLY AFTER THE METER AND IS SUPPORTED.
9. A BACKFLOW PREVENTION ASSEMBLY SHALL BE LOCATED AFTER THE METER OUTLET VALVE AND BEFORE THE FIRST BRANCH LINE.
10. REMOTE READER WIRE SHALL EXIT THE BUILDING THROUGH A DEDICATED HOLE FOR REMOTE READER WIRE USE ONLY.
11. ALL FITTINGS IN THE METER INSTALLATION SHALL BE SOLDERED, FLANGED OR THREADED. THE BACKFLOW PREVENTER SHALL BE SOLDERED OR FLANGED.



TYPICAL INSTALLATION FOR 3/4" THRU 1" METERS INSIDE COMMERCIAL COPPER SERVICE

B1-8

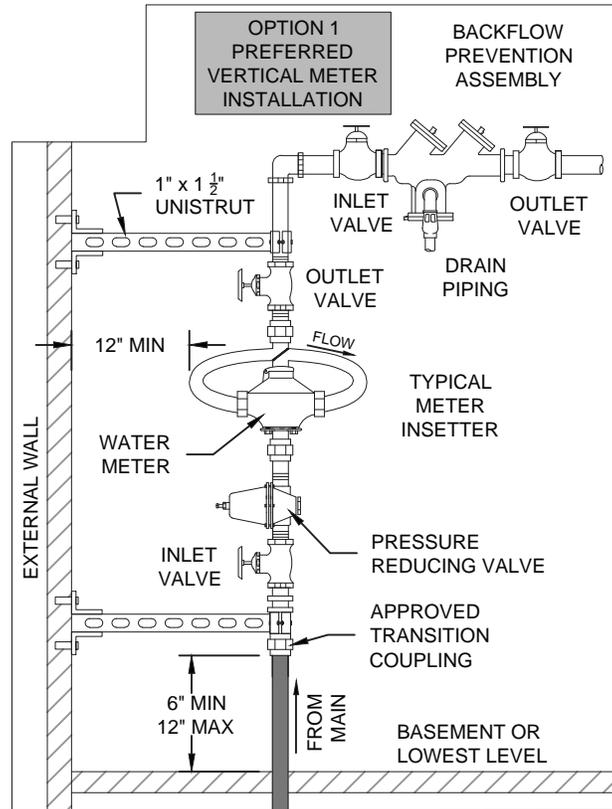
DATED 03/2014



METER SIZE	METER LENGTH	LAY LENGTH W/ TAILPIECES
3/4" SHORT	7 1/2"	12"
1"	10 3/4"	15"

NOTES:

1. THE METER SHALL BE PROVIDED AND INSTALLED BY COLORADO SPRINGS UTILITIES.
2. THE METER MUST BE INSTALLED HORIZONTALLY WITH THE CLEARANCE DIMENSIONS AS SHOWN ABOVE AND ONE SIDE OF THE METER SHALL BE FREE FROM ANY OBSTRUCTION. 3' MIN. CLEARANCE IS REQUIRED ABOVE THE METER.
3. GAS FLEX LINE SERVICES SHALL BE LOCATED A MINIMUM OF 18" FROM THE METER INSTALLATION.
4. BRASS INLET AND OUTLET VALVES SHALL BE INSTALLED ON EACH SIDE OF THE METER. INLET AND OUTLET VALVES SHALL BE FULL OPENING, GATE OR BALL VALVES WHICH CLOSE IN DIRECTION OF FLOW.
5. METERS TO BE INSTALLED INSIDE A RESIDENCE MUST BE LOCATED IN THE BASEMENT OR LOWER LEVEL OF THE STRUCTURE, METERS SHALL NOT BE INSTALLED IN CRAWL SPACES OR DESIGNED STORAGE AREAS.
6. REFERENCE SECTION 2.7.J (WATER METERS).
7. GROUNDING IS REQUIRED TO ELIMINATE POTENTIAL FOR DISCHARGE OF STATIC ELECTRICITY CAUSED BY FLOW OF WATER THROUGH PIPING. GROUNDING STRAP NOT REQUIRED ON PREFABRICATED INSTALLATIONS.
8. PEX PIPE IS NOT APPROVED FOR USE BEFORE THE METER.
9. AN APPROVED TRANSITION COUPLING SHALL BE INSTALLED A MIN OF 6" AND A MAX OF 12" FROM THE FLOOR. COPPER SHALL BE USED THROUGHOUT THE METER LOOP. A MINIMUM OF 5' OF COPPER IS REQUIRED AFTER THE METER EXCEPT WHERE A MANIFOLD (MANIBLOCK) SYSTEM IS USED DIRECTLY AFTER THE METER AND IS SUPPORTED.
10. A BACKFLOW PREVENTION ASSEMBLY SHALL BE LOCATED AFTER THE METER OUTLET VALVE AND BEFORE THE FIRST BRANCH LINE.
11. REMOTE READER WIRE SHALL EXIT THE BUILDING THROUGH A DEDICATED HOLE FOR REMOTE READER WIRE USE ONLY.
12. THE METER SHALL BE SECURED WITH UNISTRUT BEFORE AND AFTER THE INLET AND OUTLET VALVES AS SHOWN. UNISTRUT SHALL BE ANCHORED TO THE COPPER PIPE.
13. ALL FITTINGS IN THE METER INSTALLATION SHALL BE SOLDERED, FLANGED OR THREADED. THE BACKFLOW PREVENTER SHALL BE SOLDERED OR FLANGED.

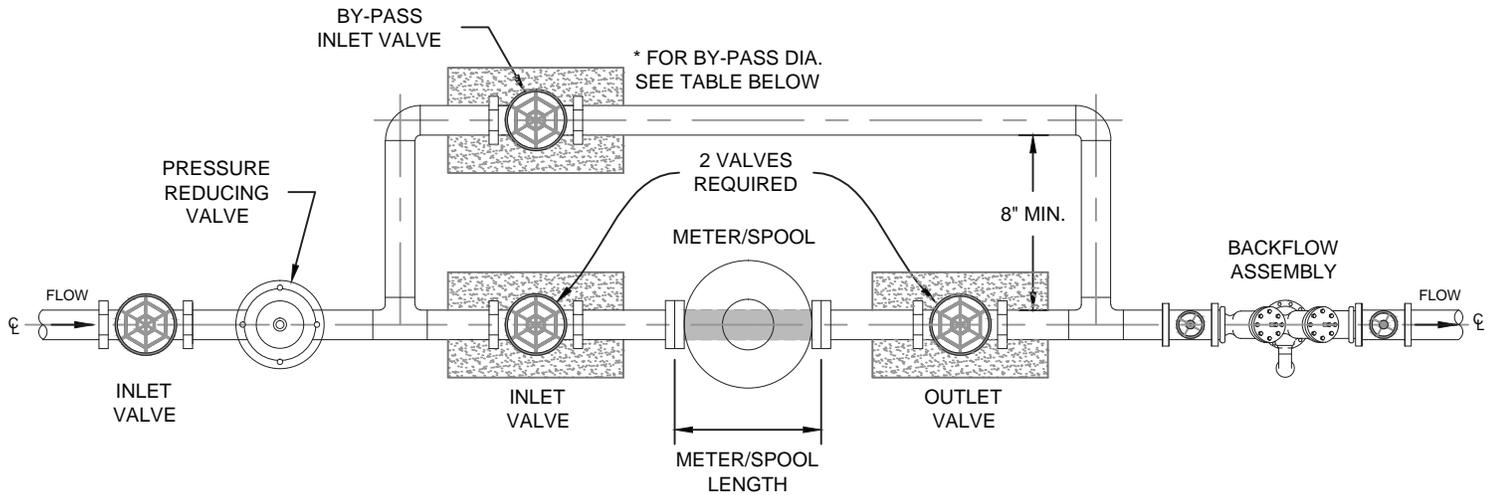


TYPICAL INSTALLATION FOR 3/4" THRU 1" METERS INSIDE COMMERCIAL HDPE SERVICE

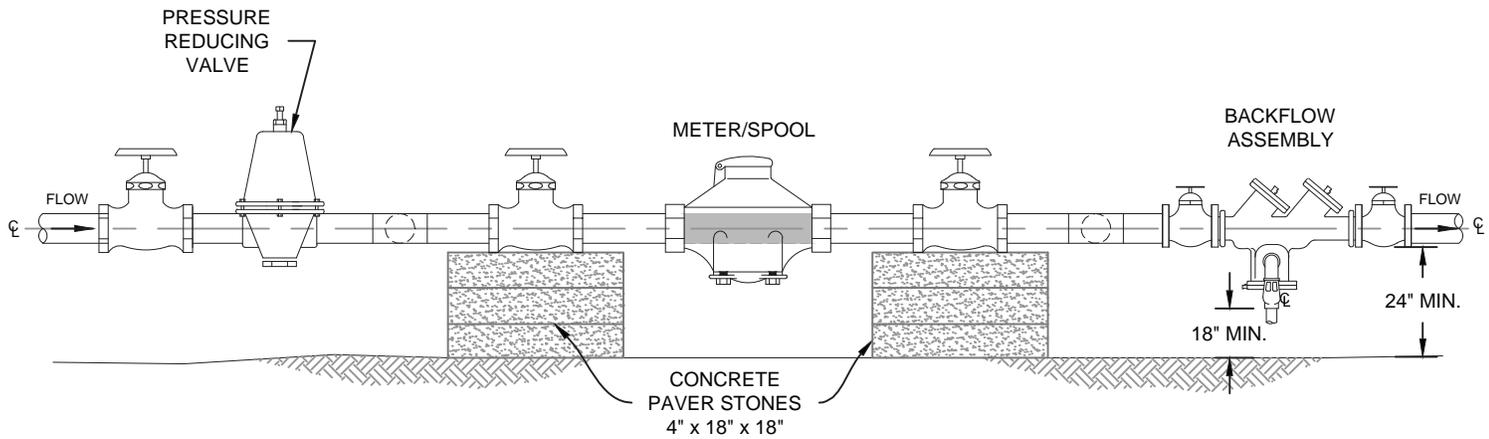
B1-9

DATED 03/2014





PLAN VIEW



ELEVATION

NOTES:

1. METERS SHALL BE PROVIDED AND INSTALLED BY COLORADO SPRINGS UTILITIES.
2. METER LENGTHS VARY WITH CERTAIN TYPES OF METER AND A "SPOOL" SHOULD BE ACQUIRED FROM "COLORADO SPRINGS UTILITY WAREHOUSE" TO ASSURE PROPER SPACING FOR METER REQUIREMENTS.
3. BY-PASS VALVE TO BE SEALED BY COLORADO SPRINGS UTILITIES WHEN METER IS INSTALLED.
4. A MIN. OF 6" IS REQUIRED BETWEEN VALVE AND METER FLANGES, OR 2X'S THE DIAMETER OF METER, WHICHEVER IS GREATER.
5. FOR 1 1/2" AND 2" METER SIZE NO CONCRETE PAVER STONES NEEDED.
6. THE PRESSURE REDUCING VALVE AND BACKFLOW ASSEMBLY SHALL NOT BE BY-PASSED.
7. ALL FITTINGS IN THE METER LOOP SHALL BE SOLDERED, FLANGED OR THREADED. THE BACKFLOW PREVENTER SHALL BE SOLDERED OR FLANGED.

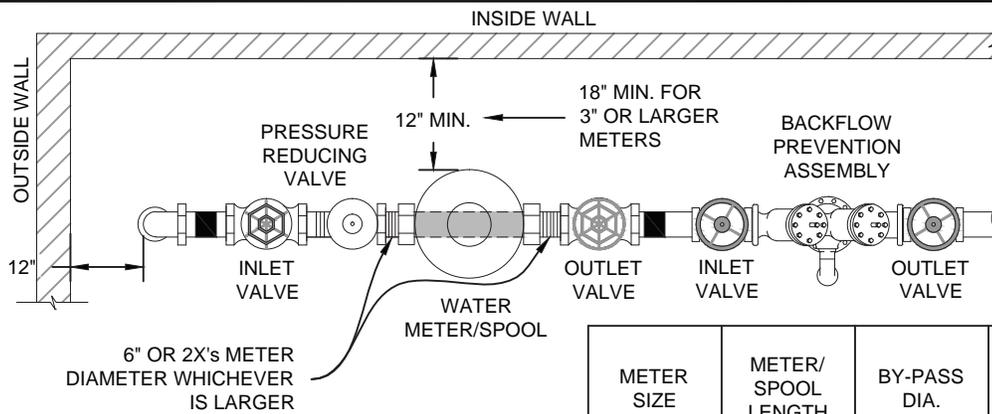
METER SIZE	METER/ SPOOL LENGTH	BY-PASS DIA.	CONNECTION TYPE
1 1/2"	13 3/8"	1"	THREADED
2"	17 3/8"	1"	THREADED
3"	17 3/8"	3"	FLANGED
4"	20 3/8"	4"	FLANGED
6"	24 3/8"	6"	FLANGED



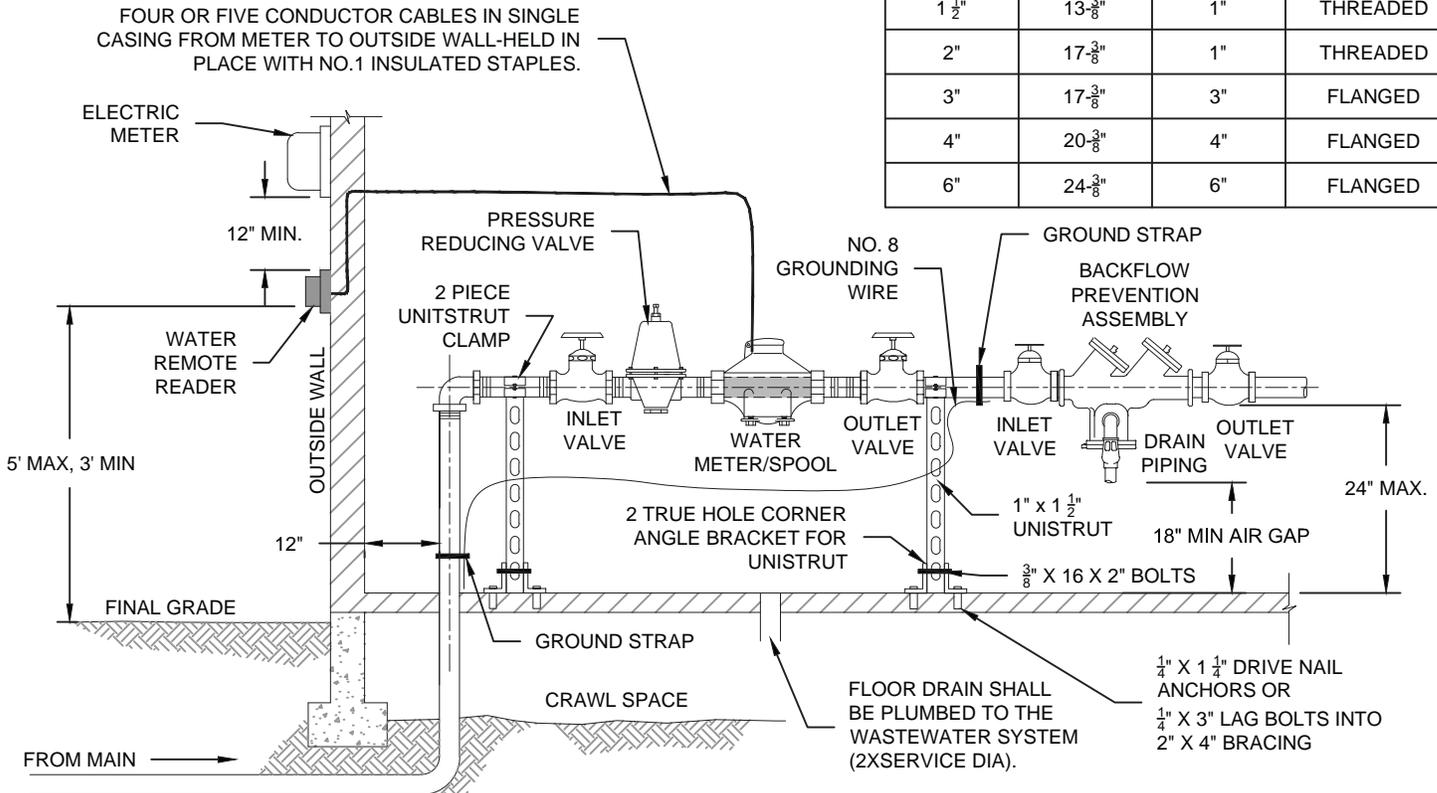
**METER BY-PASS PLAN AND ELEVATION
FOR COMMERCIAL METERS
1-1/2" THRU 6"**

B1-10

DATED 03/2014



METER SIZE	METER/SPOOL LENGTH	BY-PASS DIA.	CONNECTION TYPE
1 1/2"	13-3/8"	1"	THREADED
2"	17-3/8"	1"	THREADED
3"	17-3/8"	3"	FLANGED
4"	20-3/8"	4"	FLANGED
6"	24-3/8"	6"	FLANGED



NOTES:

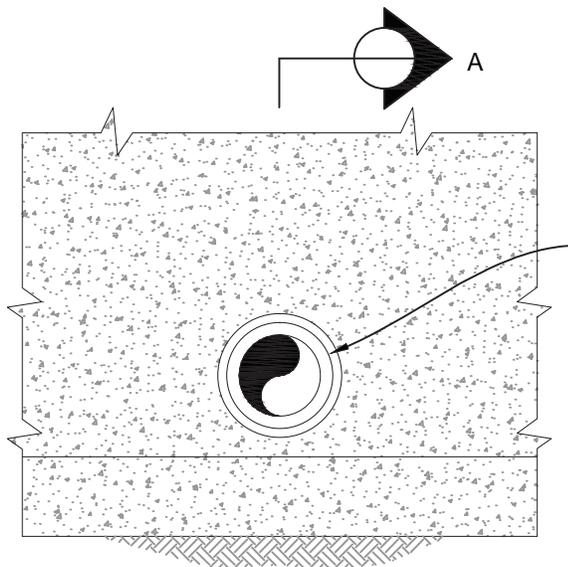
- METERS SHALL BE PROVIDED AND INSTALLED BY COLORADO SPRINGS UTILITIES.
- METER LENGTHS VARY WITH CERTAIN TYPES OF METER AND A "SPOOL" SHOULD BE ACQUIRED FROM "COLORADO SPRINGS UTILITY WAREHOUSE" TO ASSURE PROPER SPACING FOR METER REQUIREMENTS.
- THE METER MUST BE INSTALLED HORIZONTALLY WITH THE CLEARANCE DIMENSIONS AS SHOWN ABOVE AND ONE SIDE OF THE METER SHALL BE FREE FROM ANY OBSTRUCTION. 3' MIN. CLEARANCE IS REQUIRED ABOVE THE METER.
- BRASS INLET AND OUTLET VALVES SHALL BE INSTALLED ON EACH SIDE OF THE METER. INLET AND OUTLET VALVES SHALL BE FULL OPENING, GATE OR BALL VALVES WHICH CLOSE IN DIRECTION OF FLOW.
- METERS TO BE INSTALLED INSIDE A RESIDENCE MUST BE LOCATED IN THE BASEMENT OR LOWER LEVEL OF BUILDING. METERS SHALL NOT BE INSTALLED IN CRAWL SPACE OR DESIGNED STORAGE AREAS.
- A MIN. OF 6" IS REQUIRED BETWEEN VALVE AND METER FLANGES, OR 2X's THE DIAMETER OF METER, WHICHEVER IS GREATER.
- FOR HDPE SERVICE LINE, SEE TRANSITION DETAIL DRAWING B1-9.
- BRACING 1 1/2" & 2" METER SHALL BE AS SHOWN. FOR METERS 3" OR GREATER SHALL BE DESIGNED TO ANCHOR METER INSTALLATION AND KEEP SECURED, SUPPORT SHALL BE ATTACHED TO FLOOR.
- SEE SECTION 2.7.J (WATER METER).
- GROUNDING IS REQUIRED TO ELIMINATE POTENTIAL FOR DISCHARGE OF STATIC ELECTRICITY CAUSED BY FLOW OF WATER THROUGH PIPING. GROUNDING STRAP NOT REQUIRED ON PREFABRICATED LOOPS.
- A BACKFLOW PREVENTION ASSEMBLY SHALL BE LOCATED AFTER THE METER OUTLET VALVE AND BEFORE THE FIRST BRANCH LINE. SEE DETAIL DRAWING B1-8 FOR LOCATION.
- REMOTE READER WIRE SHALL EXIT THE BUILDING THROUGH A DEDICATED HOLE FOR REMOTE READER WIRE USE ONLY.
- ALL FITTINGS IN THE METER INSTALLATION SHALL BE SOLDERED, FLANGED OR THREADED. THE BACKFLOW PREVENTER SHALL BE SOLDERED OR FLANGED.



**TYPICAL INSTALLATION FOR
1-1/2" THRU 6" METERS
INSIDE BUILDING**

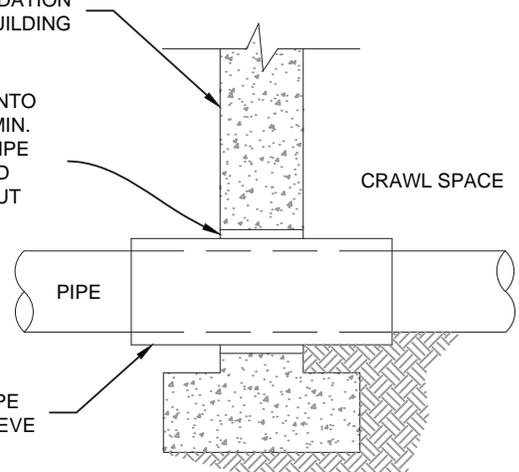
B1-11

DATED 03/2014

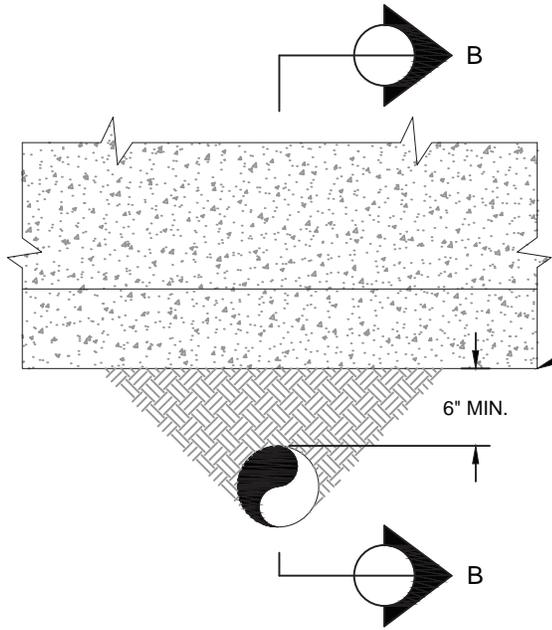
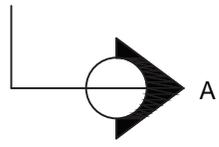


CORE DRILL OR SLEEVE INTO FOUNDATION WALL 1/4" MIN. CLEARANCE BETWEEN PIPE AND CUTOUT. FILL VOID WITH NON-SHRINK GROUT OR LINKSEAL.

FOUNDATION OF BUILDING

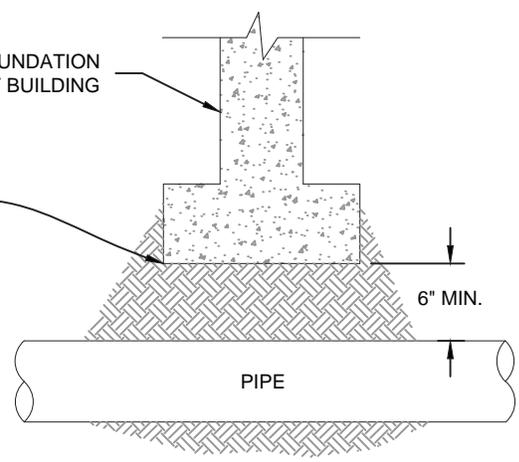


SECTION A-A



BOTTOM OF FOUNDATION

FOUNDATION OF BUILDING



SECTION B-B

BUILDING ENTRY ALTERNATIVES

NOTES:

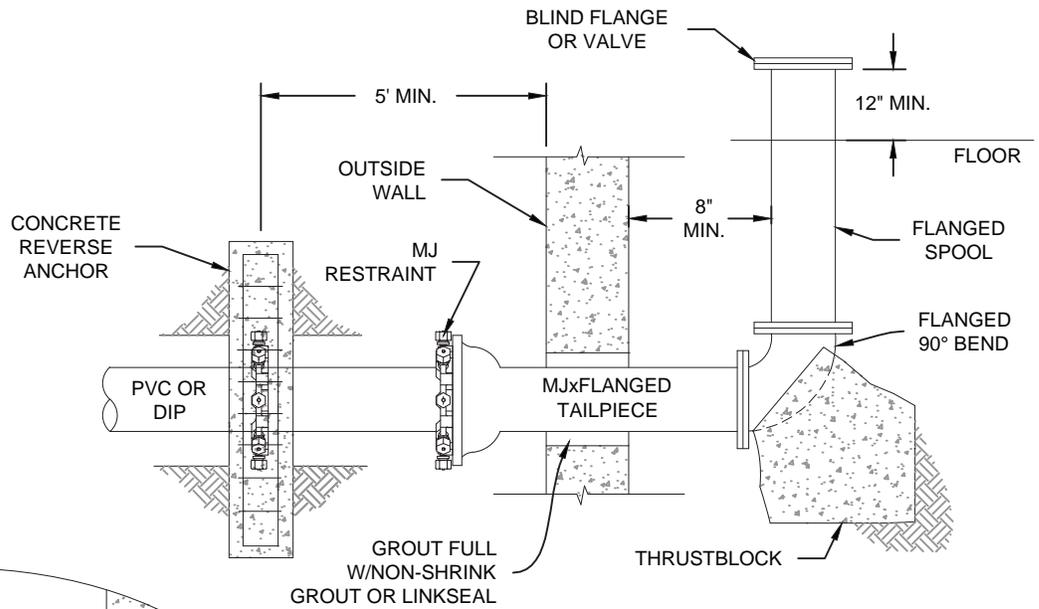
1. WHERE COMPACTION CANNOT BE ACHIEVED UNDER THE WATER MAIN FLOWFILL SHALL BE USED.



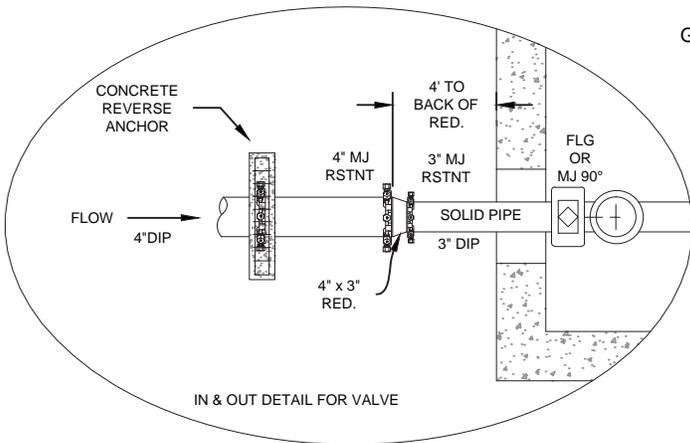
ENTRANCE OF WATER PIPING INTO BUILDING

B1-12

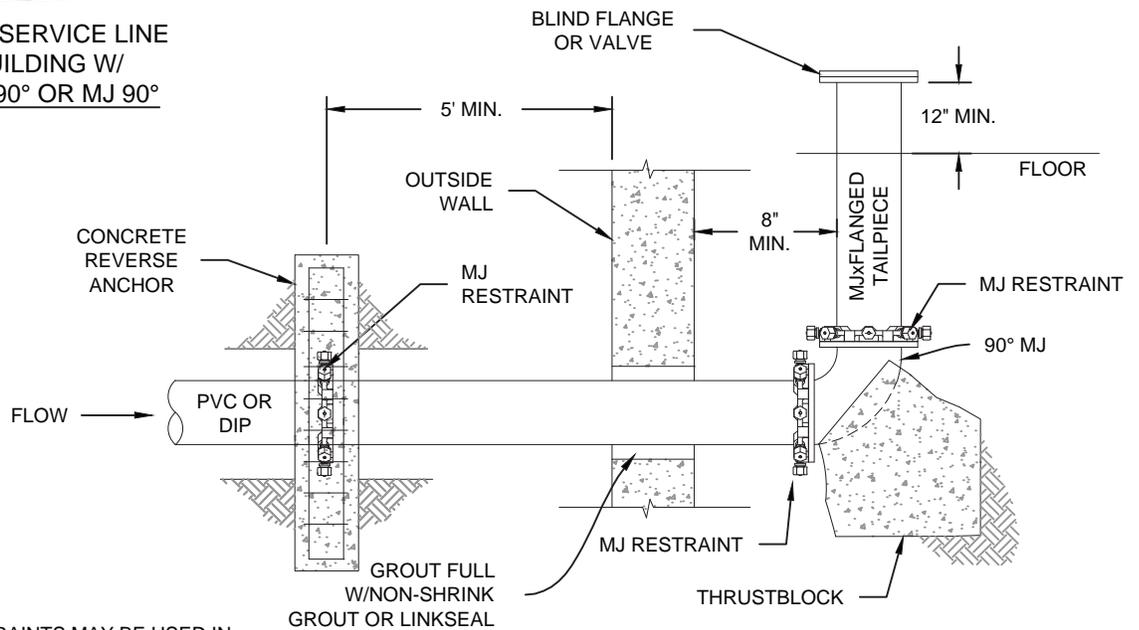
DATED 03/2014



**90° FLANGED
ENTERING BUILDING**



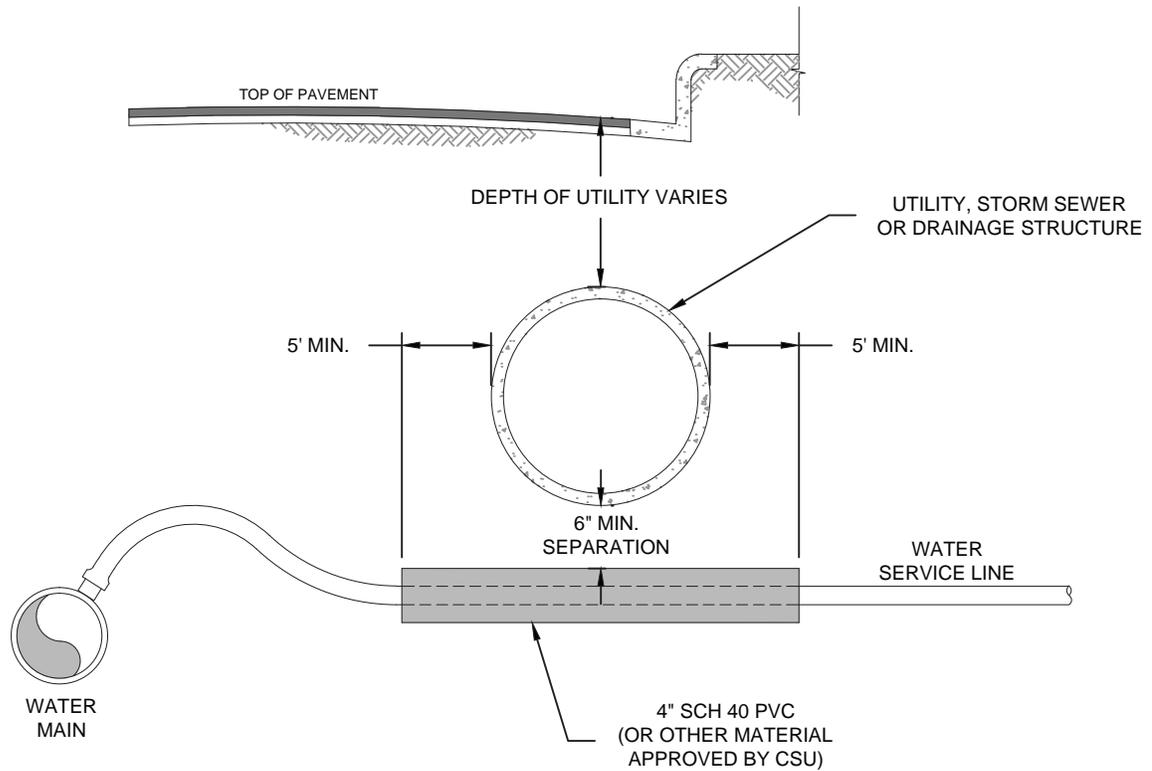
**REDUCING SERVICE LINE
INTO BUILDING W/
FLANGED 90° OR MJ 90°**



**90° MJ
ENTERING BUILDING**

NOTES:

1. MECHANICAL JOINT PIPE RESTRAINTS MAY BE USED IN PLACE OF A REVERSE CONCRETE ANCHOR WHEN INSTALLED IN ACCORDANCE WITH CHAPTER 5 OF COLORADO SPRINGS UTILITY STANDARDS.
2. WHERE COMPACTION CANNOT BE ACHIEVED UNDER THE WATER MAIN FLOWFILL SHALL BE USED.



NOTES:

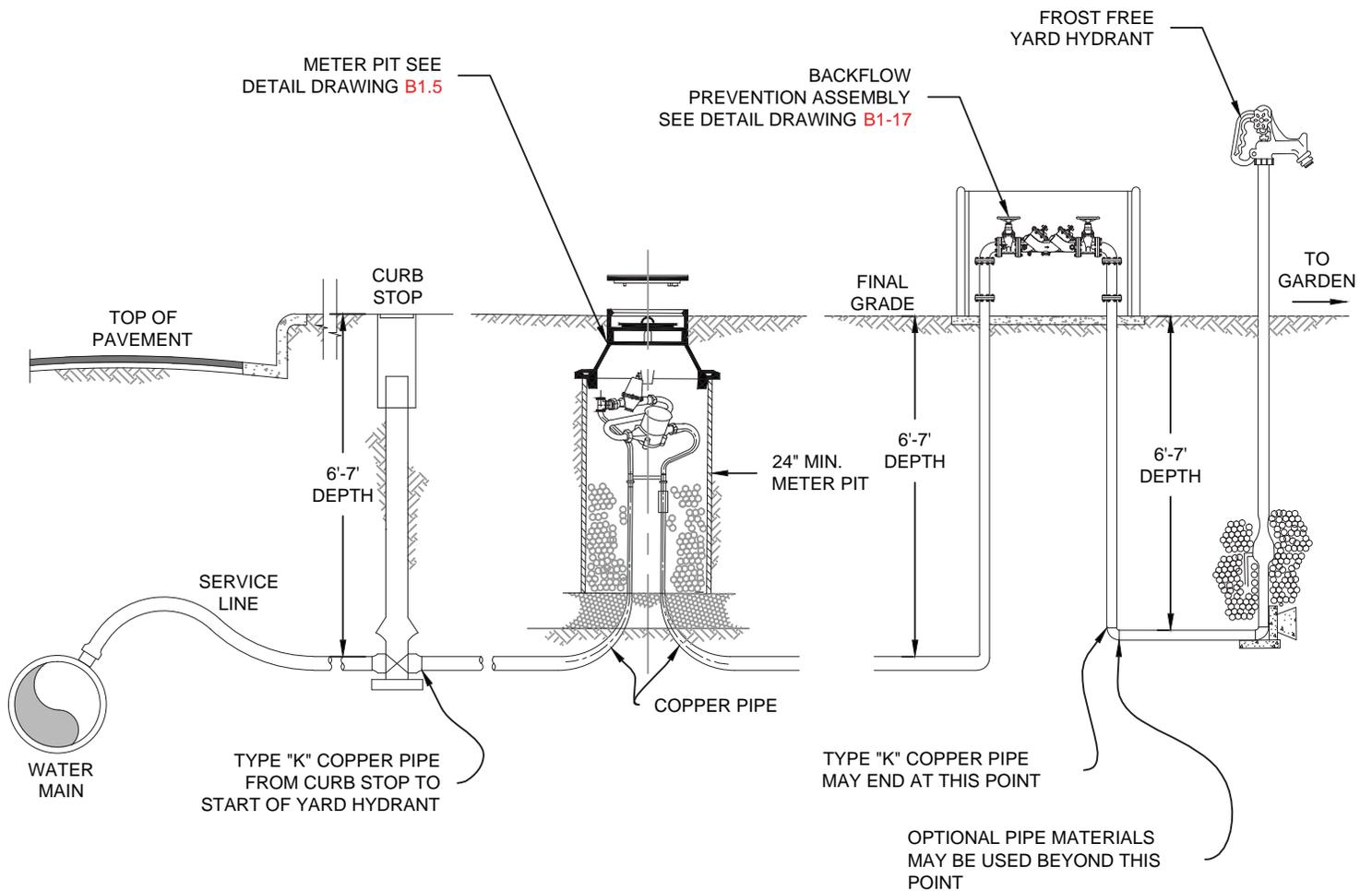
1. SHOULD ANY SITUATION BE ENCOUNTERED THAT DOES NOT MEET STANDARDS, NOTIFY COLORADO SPRINGS UTILITY INSPECTOR.
2. REFERENCE SECTION 2.7.E OF THESE STANDARDS FOR CROSSING DESIGN INFORMATION.
3. FOR SERVICES 4" AND LARGER SEE DETAIL DRAWINGS A7-1 AND A7-2.
4. A SLEEVE IS REQUIRED WHERE SEPARATION IS LESS THAN 18" FROM BOTTOM OF UTILITY TO TOP OF WATER SERVICE OR WHERE THE UTILITY IS 30" OR GREATER IN SIZE.
5. PROVIDE WATER TIGHT SEAL ON BOTH ENDS OF SLEEVE.
6. IF THE SERVICE IS LOCATED WITHIN STORM SEWER BEDDING IT SHALL BE SLEEVED THROUGH THE BEDDING A MINIMUM OF 5' EITHER SIDE REGARDLESS OF DEPTH.
7. WHERE COMPACTION CANNOT BE ACHIEVED FLOWFILL SHALL BE USED.



**INSTALLATION FOR SERVICE LINE
 W/SLEEVE UNDER A UTILITY**
 3/4" - 2"

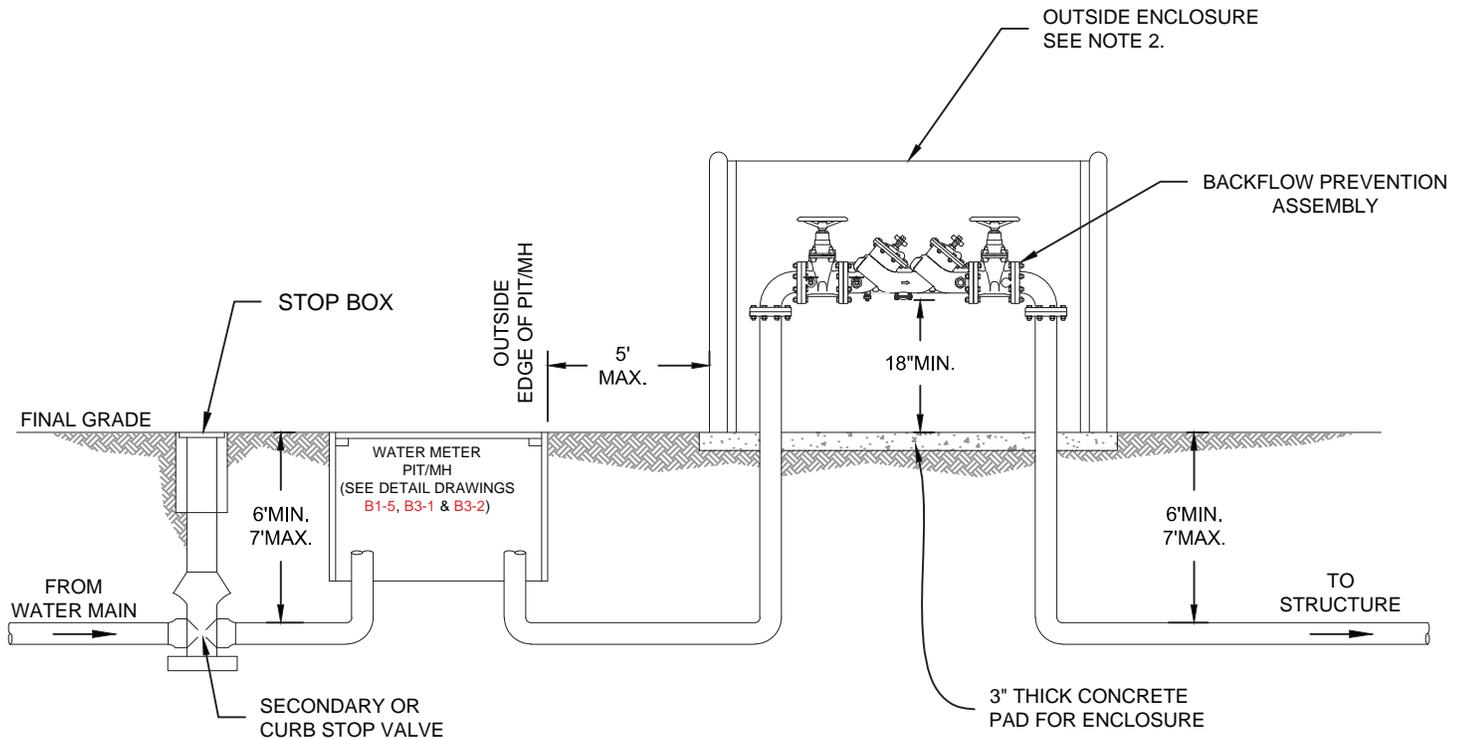
B1-14

DATED 03/2014



NOTES:

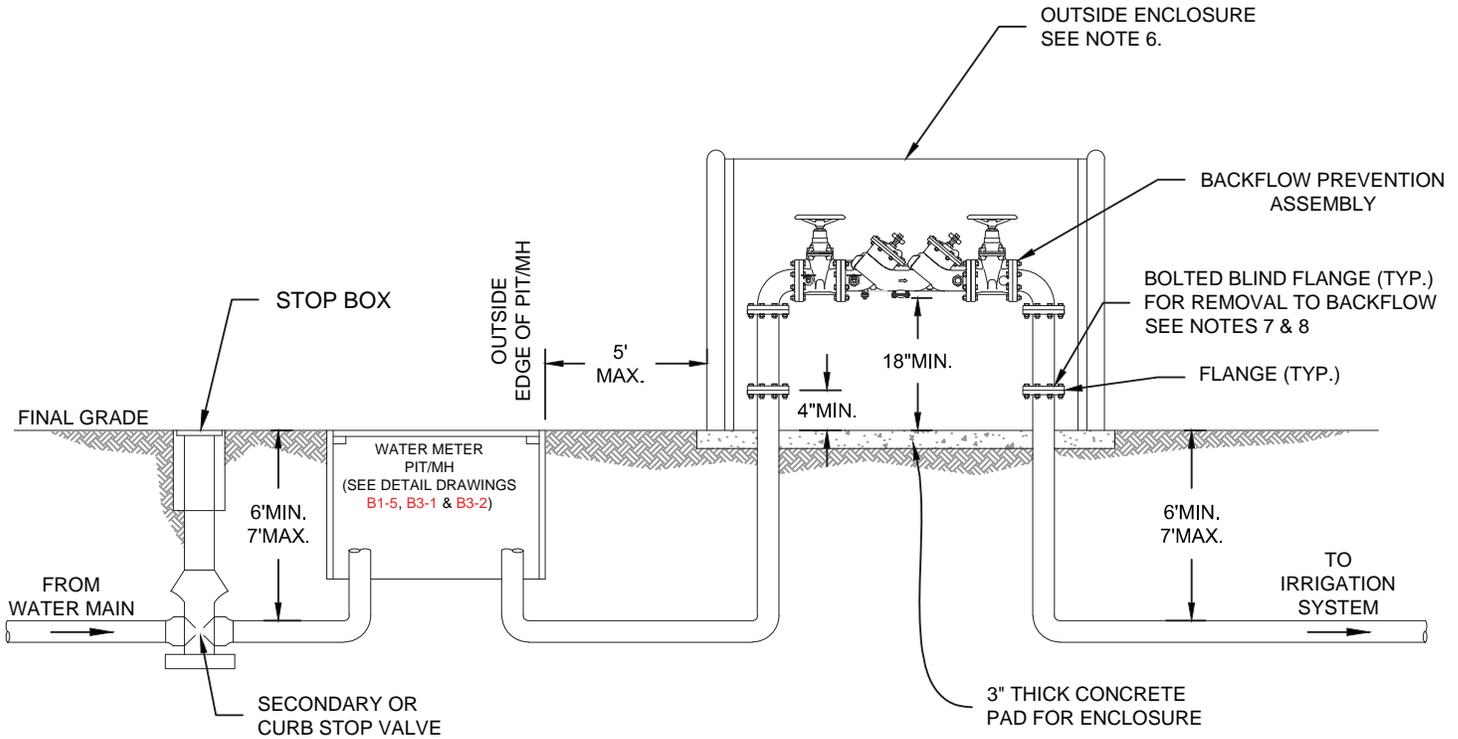
1. METER AND PRESSURE REGULATOR SHALL BE INSTALLED PER DETAIL DRAWING B1-5.
2. SERVICE LINE ASSEMBLY SHALL BE CONSTRUCTED WITH TYPE "K" COPPER PIPE FROM CURB STOP TO THE FIRST ELBOW OF THE YARD HYDRANT ASSEMBLY
3. THE BACKFLOW PREVENTION ASSEMBLY SHALL BE PER DETAIL DRAWING B1-17.
4. FOR SEASONAL USE ONLY: REFERENCE DRAWING A 10-3B FOR TEMPORARY REMOVAL OF BACKFLOW DEVICE
5. METER PIT AND YARD HYDRANT MUST BE FROST FREE UNITS TO PROTECT FROM FREEZING DURING WINTER MONTHS
6. YARD HYDRANT MUST DRAIN WHEN NOT IN USE, 3/4"-2" ROCK SHALL BE USED AROUND WEEP HOLE OR DRAIN TO ALLOW DRAINAGE
7. SYSTEM SHOULD BE DRAINED AND BLOWN OUT BY OCTOBER 20TH OF EACH YEAR TO AVOID DAMAGE FROM FREEZING, UNLESS ALTERNATIVE PRECAUTIONS ARE UNDERTAKEN BY THE OWNER
8. ALL PROPOSED INSTALLATIONS FOR COMMUNITY GARDENS MUST BE SUBMITTED WITH A UTILITY SERVICE PLAN OR ALTERNATIVELY A SITE PLAN SHOWING THE LOCATION OF ALL REQUIRED APPURTENANCES



BLIND FLANGE ASSEMBLY CONFIGURATION

NOTES:

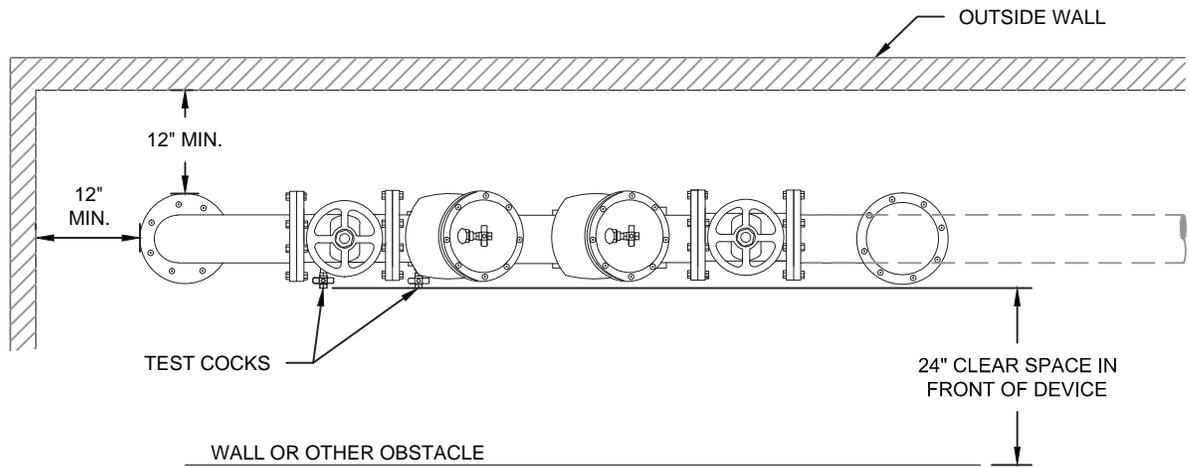
1. REFERENCE SECTION 2.7.L FOR BACKFLOW PREVENTION ASSEMBLY REQUIREMENTS.
2. OUTDOOR ENCLOSURES SHALL BE HEATED AND CONSTRUCTED PER ASSE STANDARD No.1060 TYPE I.
3. NO DRAIN VALVES SHALL BE LOCATED BEFORE THE APPROVED BACKFLOW PREVENTION ASSEMBLY.
4. THE APPROVED BACKFLOW PREVENTION ASSEMBLY SHALL BE SOLDERED OR FLANGED ONLY.
5. THE BACKFLOW PREVENTION ASSEMBLY SHALL BE ON AN APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY.
6. FOR CONSECUTIVE SYSTEMS AN APPROVED DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY MAY BE USED.



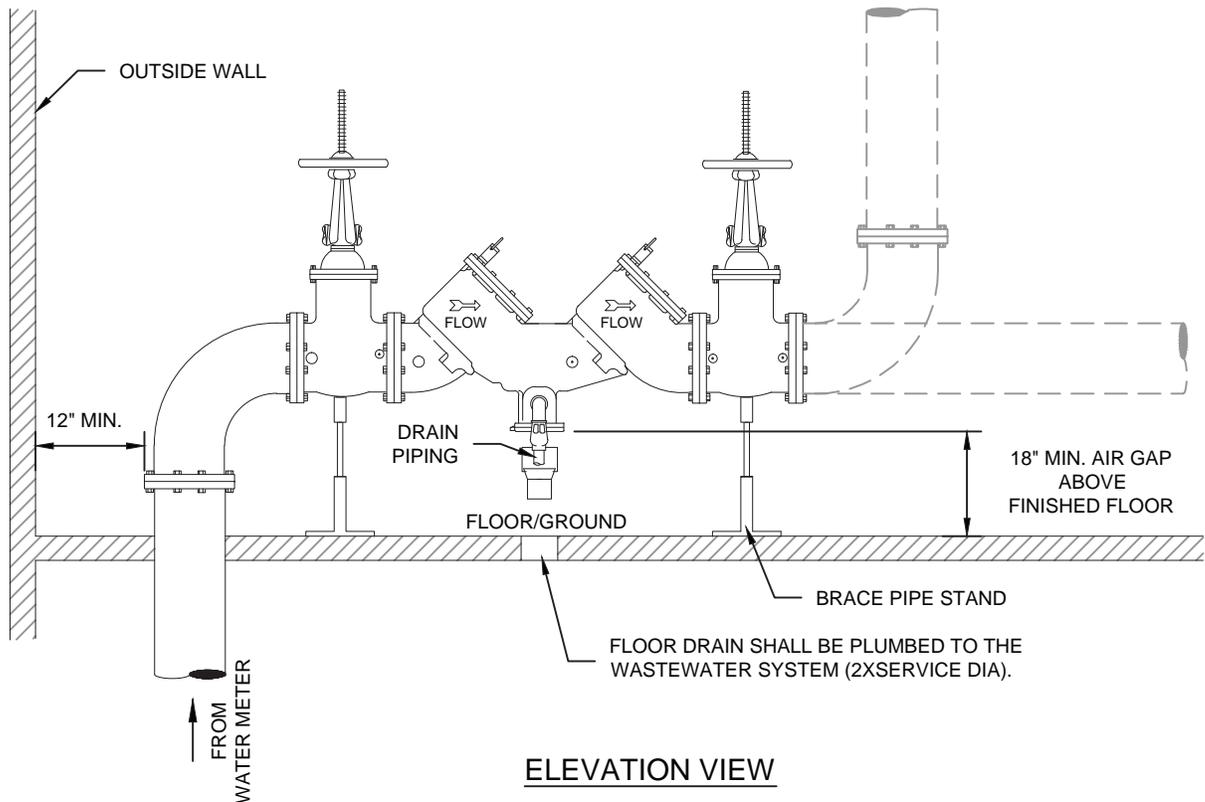
BLIND FLANGE ASSEMBLY CONFIGURATION

NOTES:

1. REFERENCE SECTION 2.7.L FOR BACKFLOW PREVENTION ASSEMBLY REQUIREMENTS.
2. NO DRAIN VALVES SHALL BE LOCATED BEFORE THE APPROVED BACKFLOW PREVENTION ASSEMBLY.
3. THE APPROVED BACKFLOW PREVENTION ASSEMBLY SHALL BE SOLDERED OR FLANGED ONLY.
4. THE BACKFLOW PREVENTION ASSEMBLY SHALL BE ON AN APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY.
5. REMOVAL BACKFLOW PREVENTION ASSEMBLIES WILL BE EVALUATED ON A CASE BY CASE BASIS AND WILL ONLY BE APPROVED FOR SEASONAL IRRIGATION USERS.
6. SEASONAL BACKFLOW PREVENTION ASSEMBLIES SHALL BE LOCATED IN A LOCKABLE LID TO PROTECT FROM THEFT.
7. WHERE REMOVAL OF ASSEMBLY IS REQUESTED, FLANGES MUST BE INSTALLED ON BOTH FUTURE AND EXISTING STUB AND BACKFLOW ASSEMBLIES.
8. DURING REMOVAL PERIOD, THE VALVE ON THE SUPPLY SIDE SHALL BE SHUT AND THE PIPE STUBS SHALL BE CAPPED OR PLUGGED WITH A BOLTED BLIND FLANGE.



PLAN VIEW



ELEVATION VIEW

NOTES:

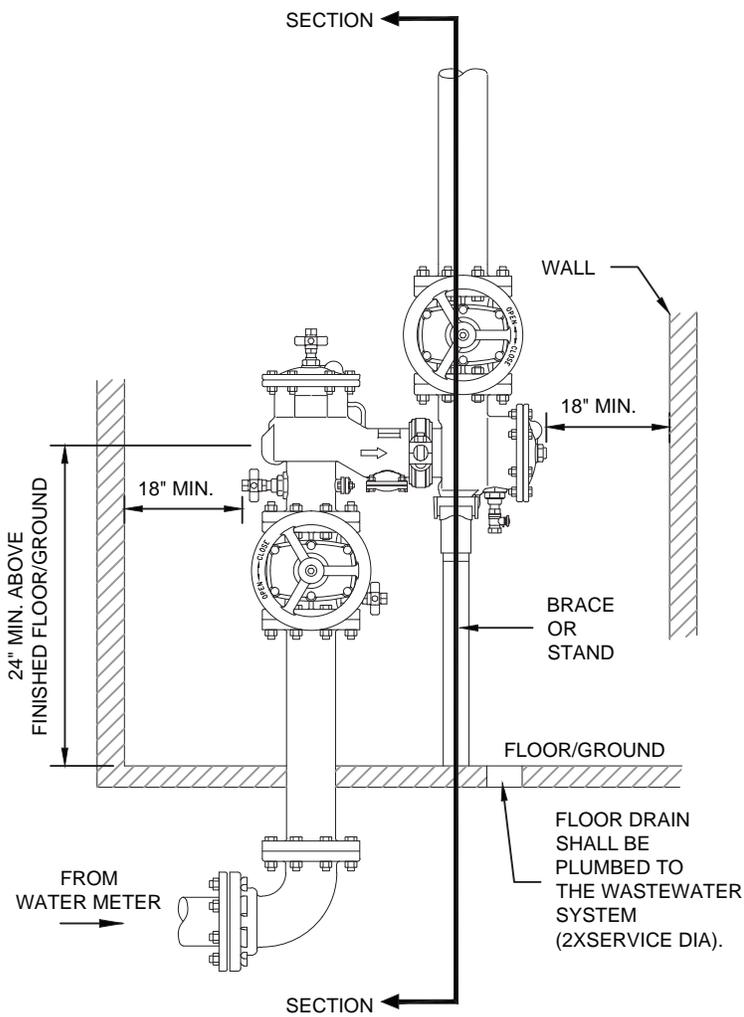
1. SHUT-OFF VALVES, CHECK VALVES, AND TEST COCKS SHALL BE STANDARD TO THE APPROVED BACKFLOW PREVENTION ASSEMBLY.
2. ALL ASSEMBLIES TO BE SUPPORTED BY A CRADLE PIPE STAND.
3. DEVICE SHALL BE PLACED 12" MIN. CLEARANCE FROM ADJACENT WALL TO EDGE OF THE DEVICE.
4. TEST COCKS SHOULD BE LOCATED FACING THE THE CLEAR SPACE.
5. METER INSTALLATION AND LOCATION NOT SHOWN.



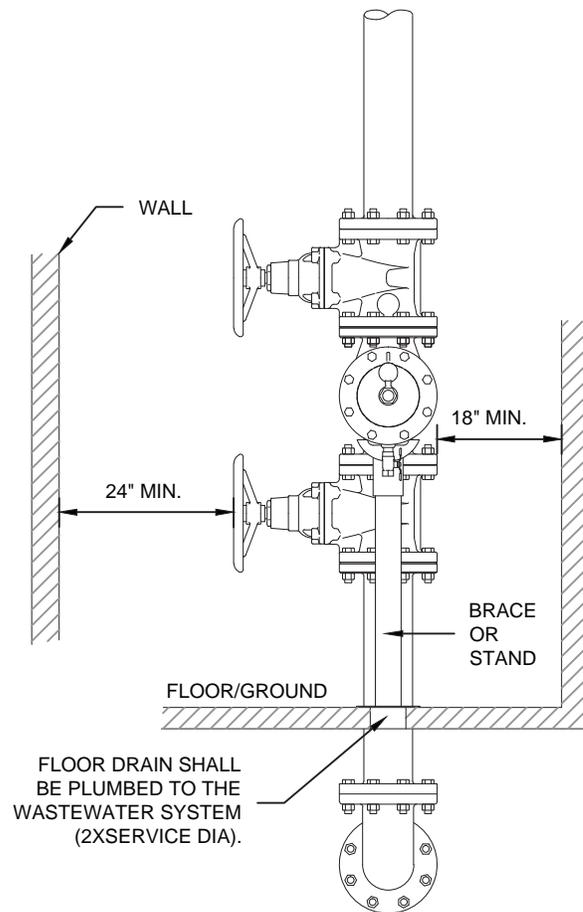
**REDUCED PRESSURE
BACKFLOW PREVENTION ASSEMBLY
W/OUT METER**

B1-18

DATED 03/2014



ELEVATION VIEW

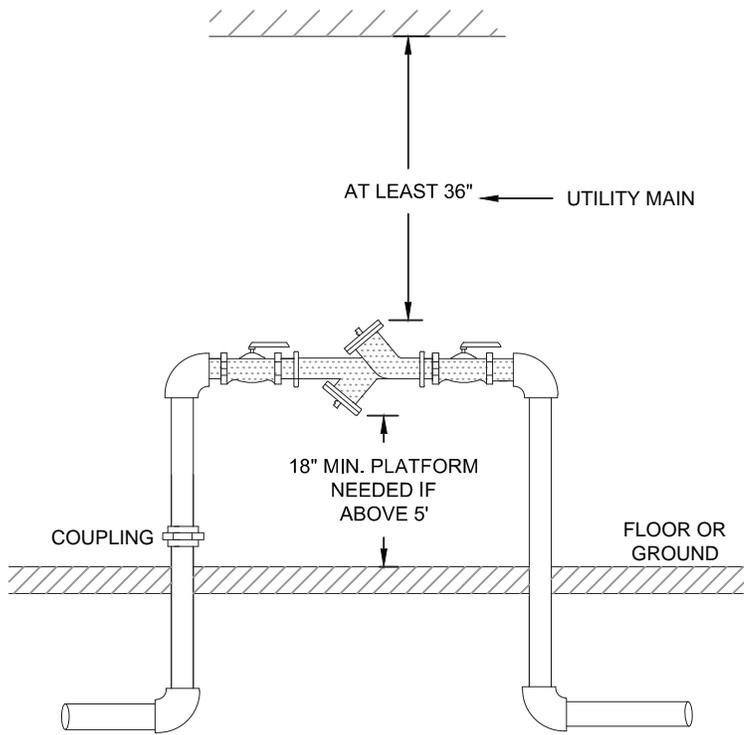


SECTIONAL VIEW

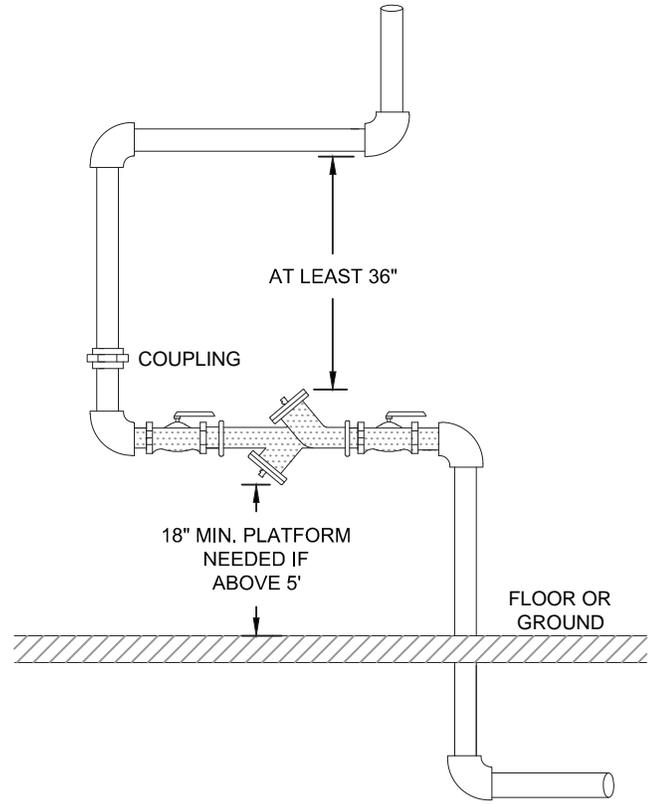
NOTES:

1. THE DEVICE SHALL BE INSTALLED AT AN ELEVATION THAT IS NO LESS THAN 24" MIN. ABOVE FINISHED FLOOR. THE DEVICE SHALL BE PLACED 18" AWAY FROM THE ADJACENT WALL TO THE EDGE OF THE DEVICE, WITH A MINIMUM OF 24" CLEAR SPACE IN FRONT OF THE DEVICE FROM FLOOR TO CEILING.
2. SEE BACKFLOW PREVENTION ASSEMBLY DETAIL DRAWINGS B1-17 & B1-18 FOR SPECIFIC LOCATION REQUIREMENTS OF THE BACKFLOW PREVENTION ASSEMBLY.
3. AN ADEQUATE DRAIN IS REQUIRED FOR THE BACKFLOW PREVENTION ASSEMBLY. (UNDER THE DEVICE WHENEVER POSSIBLE)

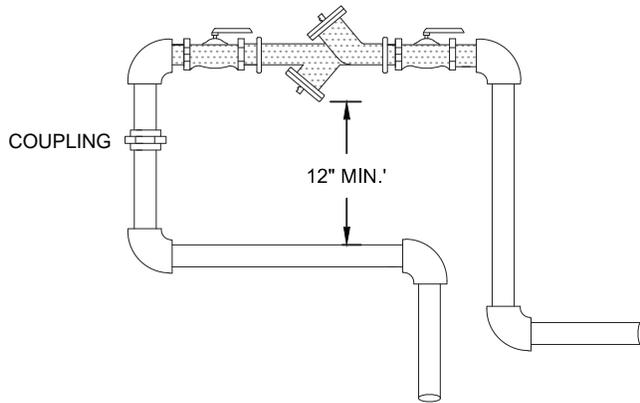
ASSEMBLY CLEARANCES



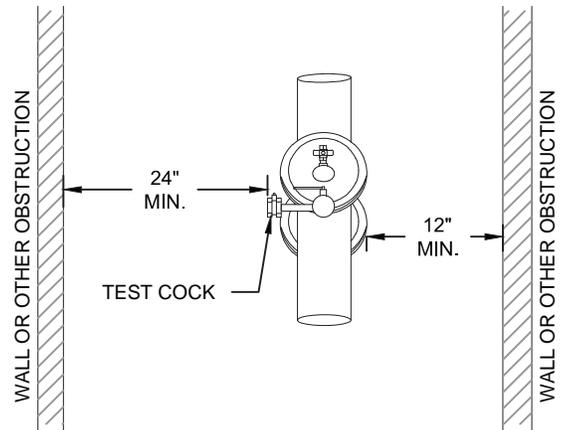
ASSEMBLY CLEARANCES



ASSEMBLY CLEARANCES



ASSEMBLY CLEARANCES



PLAN VIEW

NOTES:

1. A STRAINER IS RECOMMENDED TO BE INSTALLED BEFORE THE BACKFLOW DEVICE.



TYPICAL CLEARANCE FOR
BACKFLOW PREVENTION ASSEMBLY

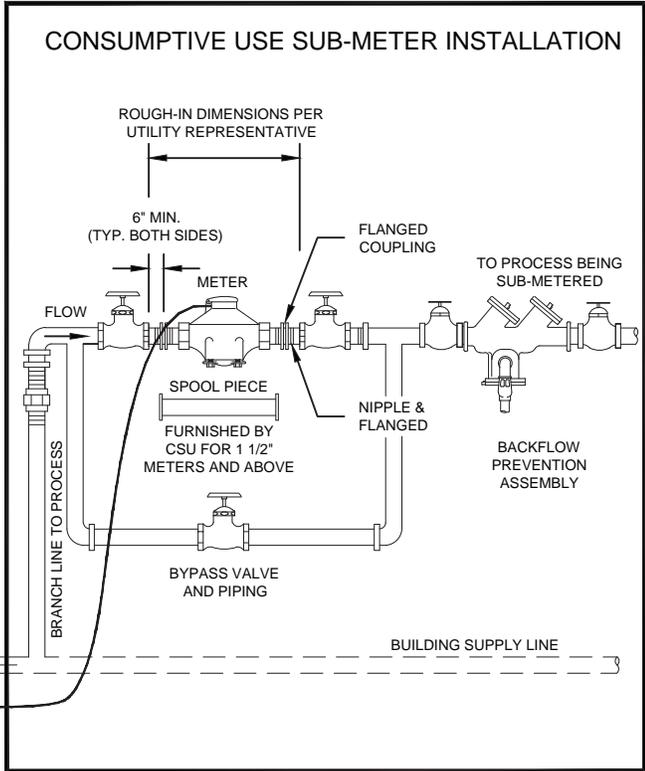
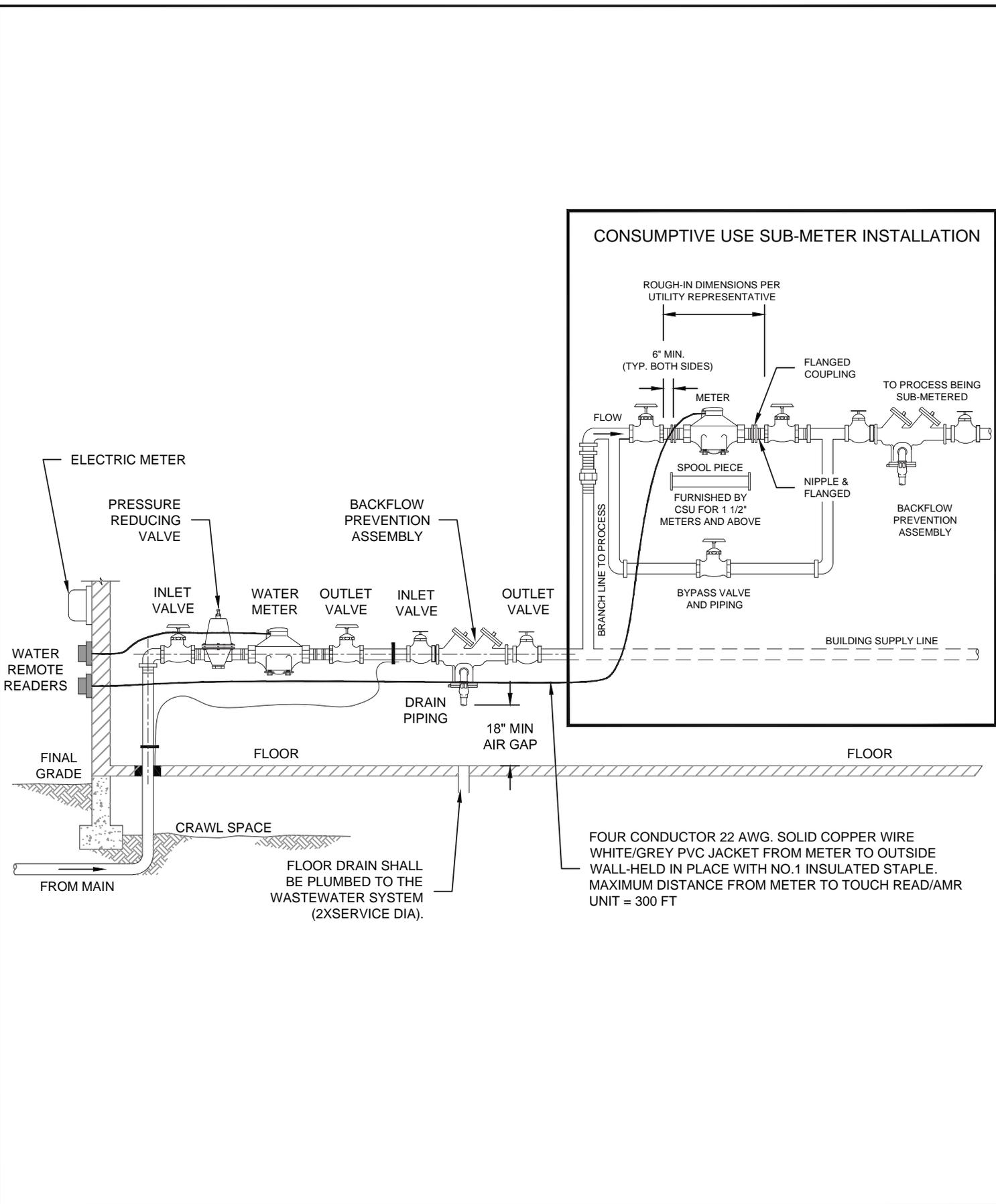
B1-20

DATED 03/2014

NOTES:

1. THIS DRAWING SHOWN IS DIAGRAMMATIC, AND IS INTENDED TO SHOW THE INTENT OF THE WORK IN PLUMBING PIPING TO ACCOMMODATE THE UTILITY SUBMETER.
2. BACKFLOW PREVENTION:
ALL CUSTOMERS ENTERING THE CUA/IA PROGRAM ARE REQUIRED TO HAVE MAIN LINE CONTAINMENT BACKFLOW PREVENTION ASSEMBLIES, WHICH MUST BE INSTALLED IN ACCORDANCE WITH COLORADO SPRINGS UTILITIES WATER LINE EXTENSION & SERVICE STANDARDS (LESS). ALL EXISTING CUA/IA CUSTOMERS, AND ALL NEW CUA/IA CUSTOMERS MUST INSTALL THE REQUIRED MAIN LINE CONTAINMENT BACKFLOW PREVENTION ASSEMBLY IN COMPLIANCE WITH THE CURRENT COLORADO SPRINGS UTILITIES WATER LINE EXTENSION & SERVICE STANDARDS AND CITY CODE TO ENTER/REMAIN IN THE CUA/IA PROGRAM. PLEASE NOTE THAT ADDITIONAL BACKFLOW PREVENTION BEYOND WHAT IS REQUIRED BY COLORADO SPRINGS UTILITIES, MAY BE REQUIRED BY REGIONAL BUILDING DEPARTMENT AND PLUMBING CODES.
3. A PLUMBING PERMIT IS REQUIRED, THROUGH THE REGIONAL BUILDING DEPARTMENT.
4. APPROVAL OF THE SUBMETER PIPING WORK INCLUDES BOTH COLORADO SPRINGS UTILITIES AND REGIONAL BUILDING DEPARTMENT APPROVAL.
5. SUBMETER LOCATION SHALL BE APPROVED BY COLORADO SPRINGS UTILITIES. LOCATION SHALL ALLOW READY ACCESS FOR INSPECTION AND REPAIR. INSTALLATION SHALL INCLUDE DEDICATED UPSTREAM AND DOWNSTREAM SHUTOFF VALVES.
6. ANY AUTOMATED METER READING OR REMOTE READING PROVISIONS OF THE UTILITY SUBMETER MUST BE ACCOMMODATED. THIS MAY REQUIRE THE SUBMETER TO BE WITHIN A SPECIFIED DISTANCE OF AN EXTERIOR WALL OR OTHER REQUIREMENTS.
7. METER WILL BE SET BY COLORADO SPRINGS UTILITIES PERSONNEL.
8. WHERE A SUBMETER BYPASS IS CHOSEN BY THE CUSTOMER, THE FOLLOWING APPLY:
 - A) LOCKS NOT REQUIRED. SINCE THE SUBMETER READINGS ARE USED FOR CREDIT ON THE CUSTOMERS WASTEWATER BILL, OPENING THE BYPASS ONLY REDUCES THE CUSTOMERS CREDITS, THEREFORE A UTILITY LOCK IS NOT REQUIRED.
 - B) BYPASS PIPING SHALL BE ARRANGED TO BYPASS ONLY THE UTILITY SUBMETER. BYPASS PIPING SHALL NOT BYPASS OTHER APPURTENANCES SUCH AS THE BACKFLOW PREVENTER, PRESSURE REGULATOR, OR ANY CUSTOMER METER.
 - C) RECOMMENDED BYPASS PIPING SIZES

METER SIZE	BYPASS SIZE
3/4"	3/4"
1"	1"
1-1/4"	1"
1-1/2"	1"
2"	1"
3" AND LARGER	LINE SIZE



FLOOR DRAIN SHALL BE PLUMBED TO THE WASTEWATER SYSTEM (2XSERVICE DIA).

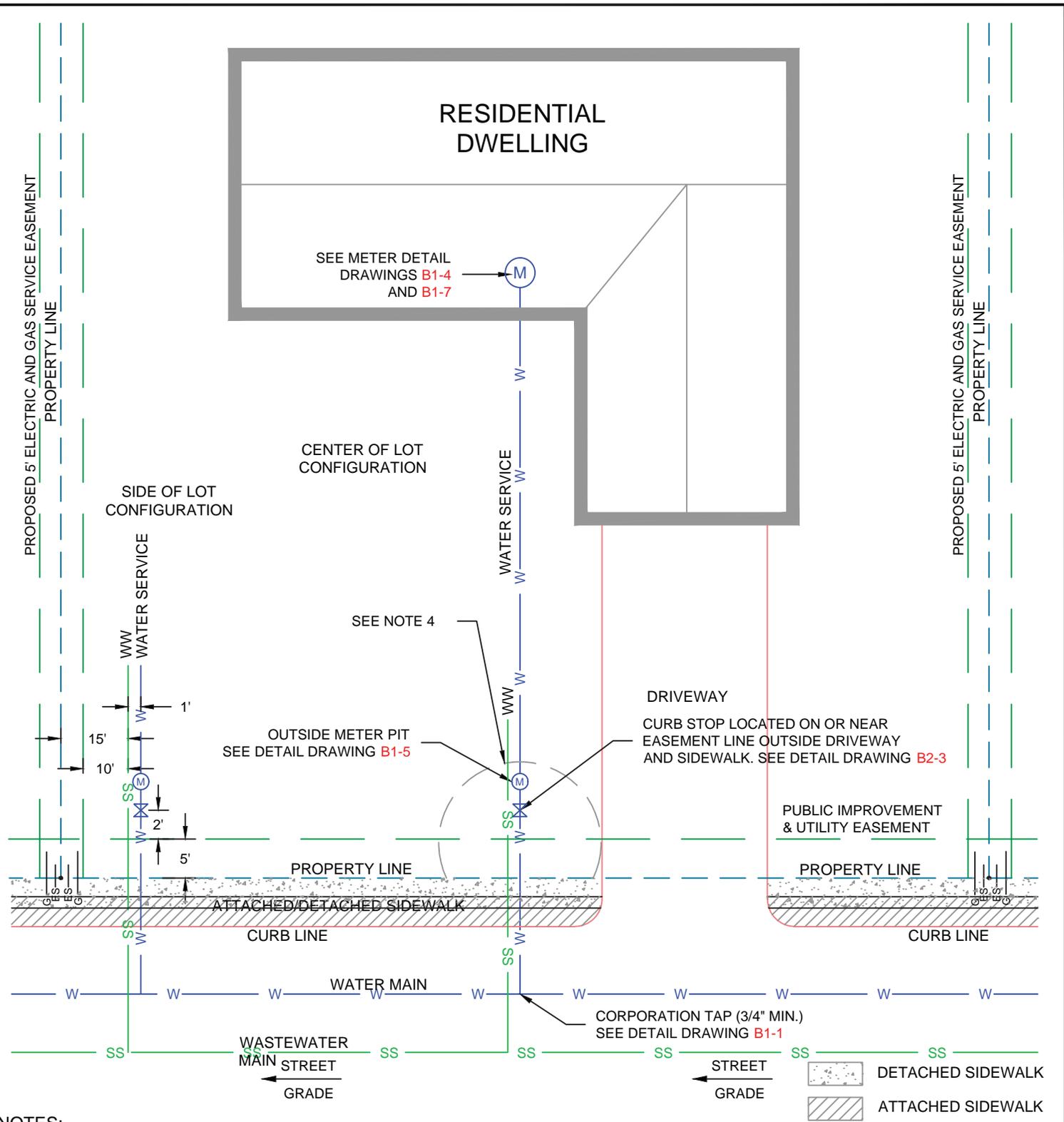
FOUR CONDUCTOR 22 AWG. SOLID COPPER WIRE WHITE/GREY PVC JACKET FROM METER TO OUTSIDE WALL-HELD IN PLACE WITH NO.1 INSULATED STAPLE. MAXIMUM DISTANCE FROM METER TO TOUCH READ/AMR UNIT = 300 FT



SCHEMATIC DETAIL OF IRRIGATION AND CONSUMPTIVE USE SUB-METER INSTALLATION

B1-22

DATED 03/2014



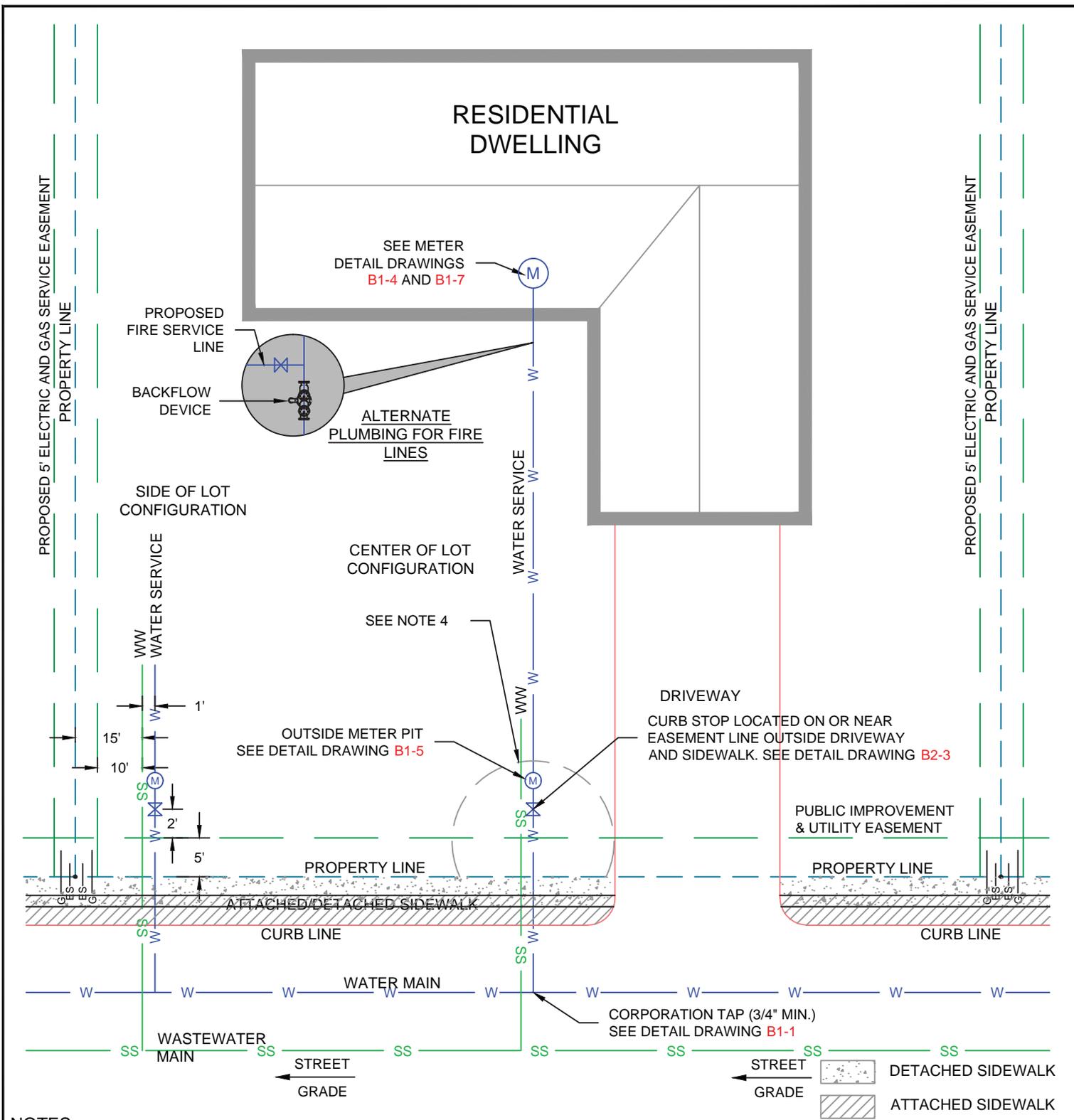
NOTES:

1. DIMENSIONS SHOWN ARE TYPICAL UNLESS OTHERWISE NOTED ON PLANS.
2. EITHER CENTER-OF-LOT INSTALLATION OR SIDE-OF-LOT INSTALLATION ARE ACCEPTABLE AND AT THE ENGINEERS DISCRETION. WATER/WASTEWATER SERVICE LINES SHALL BE PLACED WHEN CENTER-OF-LOT OUTSIDE DRIVEWAY, AND A MINIMUM OF 15' FROM SIDE-LOT-LINE WITH APPLICABLE SEPARATION CRITERIA.
3. IN AREAS WHERE CROSSING GAS AND ELECTRIC IN A JOINT TRENCH, THE CURB STOP SHALL BE LOCATED PER DETAIL DRAWING B2-3.
4. NO PERMANENT STRUCTURES OR LANDSCAPING SHALL BE LOCATED WITHIN 5' RADIUS OF THE CURB STOP BOX OR METER PIT.
5. CURB STOP DISTANCE FROM SIDEWALK DETACHED OR ATTACHED WILL VARY UPON WIDTH OF SIDEWALKS, SEE DETAIL DRAWING B2-3.



**TYPICAL SERVICE LOCATIONS
TO A RESIDENTIAL DWELLING**

B2-1
DATED 03/2014



NOTES:

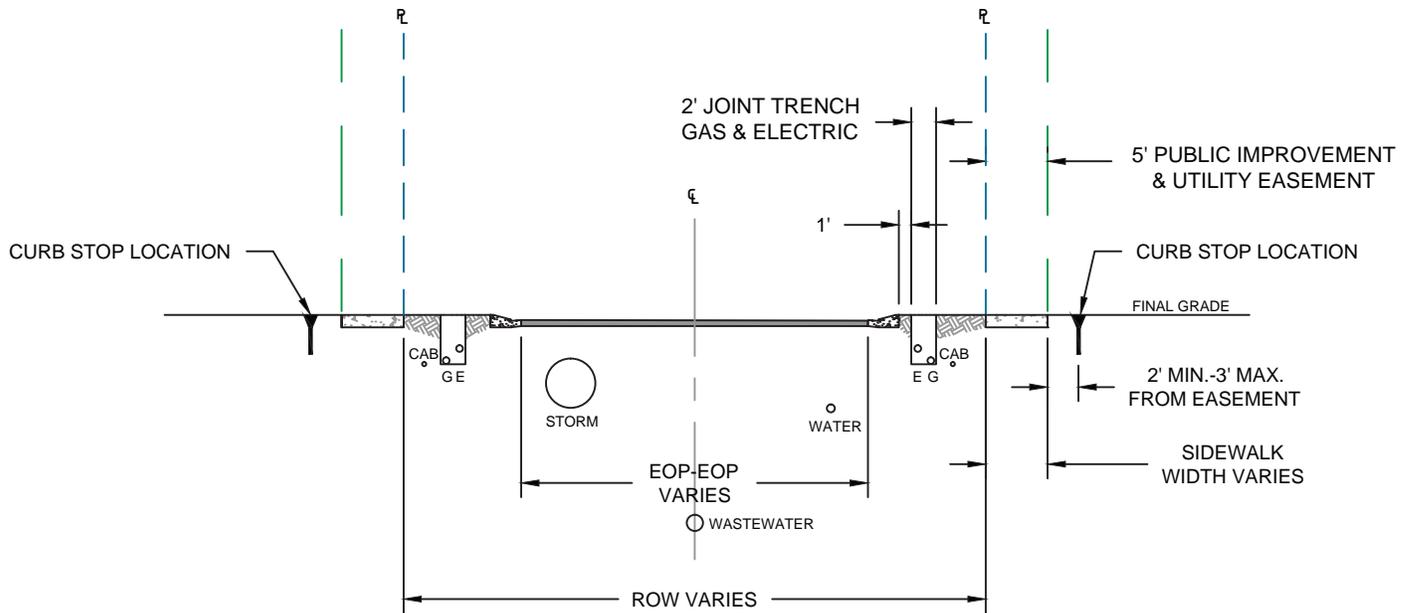
1. DIMENSIONS SHOWN ARE TYPICAL UNLESS OTHERWISE NOTED ON PLANS.
2. EITHER CENTER-OF-LOT INSTALLATION OR SIDE-OF-LOT INSTALLATION ARE ACCEPTABLE AND AT THE ENGINEERS DISCRETION. WATER/WASTEWATER SERVICE LINES SHALL BE PLACED WHEN CENTER-OF-LOT OUTSIDE DRIVEWAY, AND A MINIMUM OF 15' FROM SIDE-LOT-LINE WITH APPLICABLE SEPARATION CRITERIA.
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5. CURB STOP DISTANCE FROM SIDEWALK DETACHED OR ATTACHED WILL VARY UPON WIDTH OF SIDEWALKS, SEE DETAIL DRAWING B2-3.



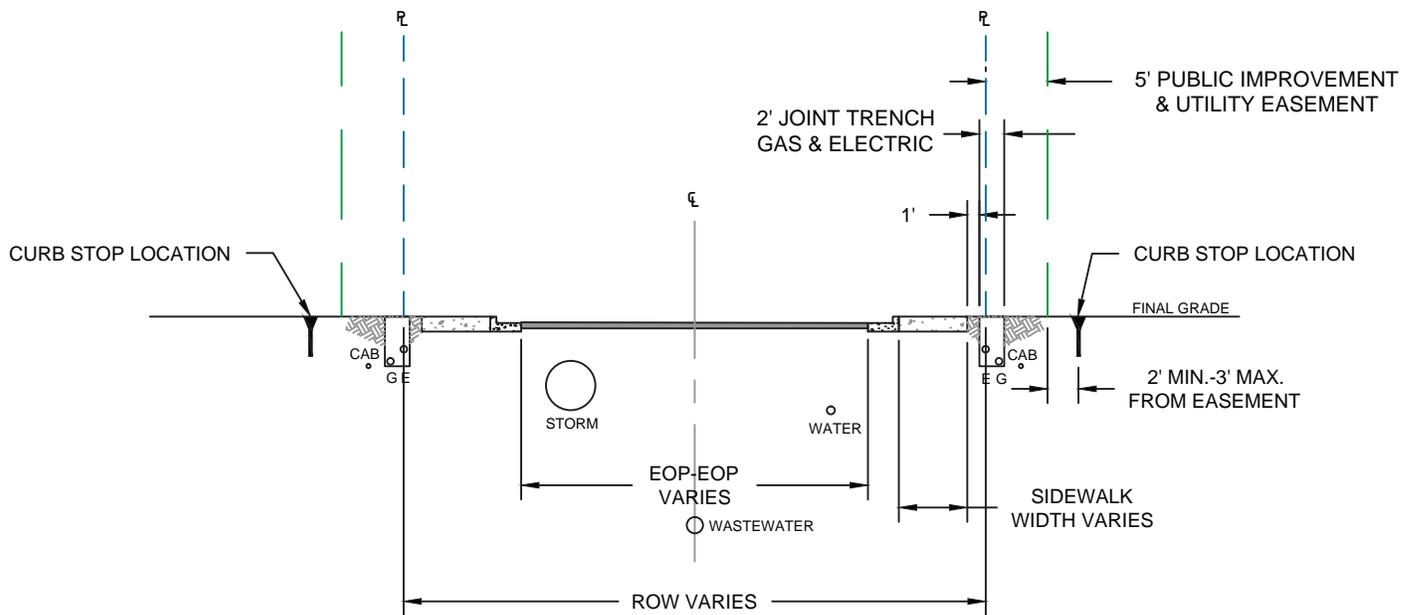
**TYPICAL SERVICE LOCATIONS
WITH FIRE LINE
TO A RESIDENTIAL DWELLING**

B2-2

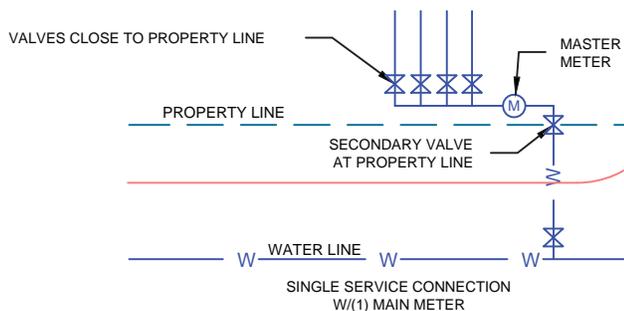
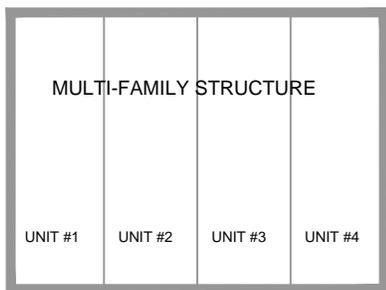
DATED 03/2014



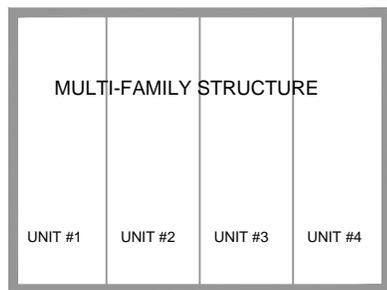
DETACHED SIDEWALK



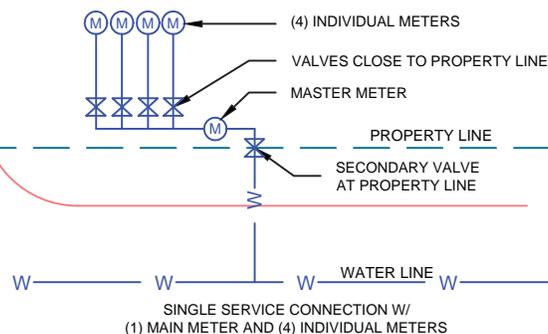
ATTACHED SIDEWALK



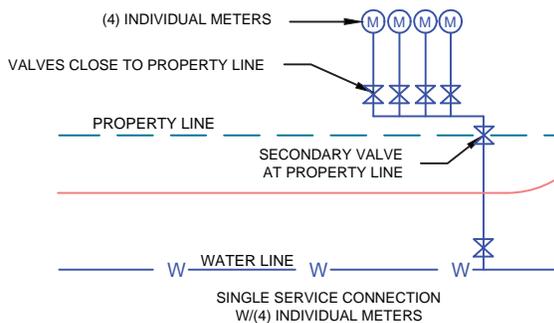
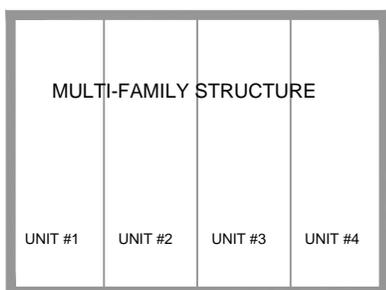
SCHEMATIC DETAIL OF VALVE INSTALLATION & CONFIGURATION.



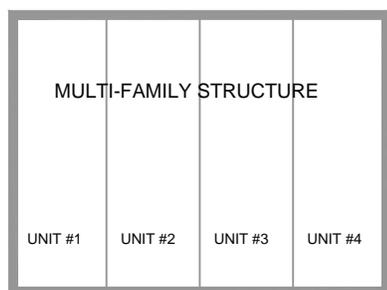
STREET OR ACCESS ROAD



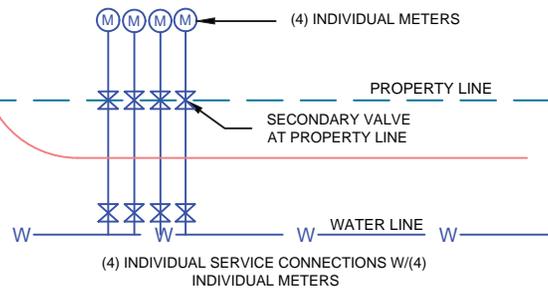
SCHEMATIC DETAIL OF VALVE INSTALLATION & CONFIGURATION.



SCHEMATIC DETAIL OF VALVE INSTALLATION & CONFIGURATION.



STREET OR ACCESS ROAD



SCHEMATIC DETAIL OF VALVE INSTALLATION & CONFIGURATION.

NOTES:

1. CURB BOX TO HAVE ADDRESS BRASS TAG ATTACHED.
2. ALL VALVES AND APPURTENANCES (EXCEPT THE METER) AFTER THE SECONDARY VALVE SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.



MULTI-FAMILY CONFIGURATION OPTIONS

B2-4

DATED 03/2014

COMMERCIAL / BUILDING

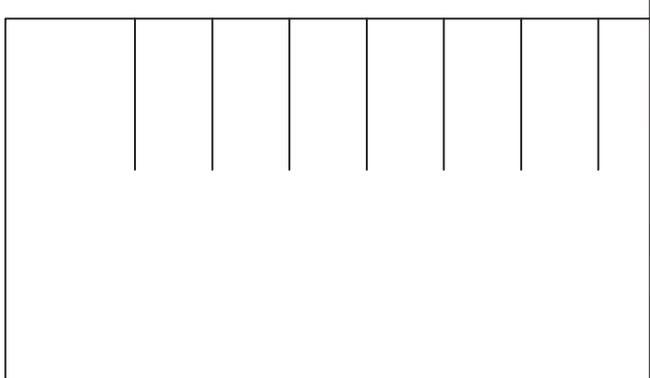
DOUBLECHECK BACKFLOW PREVENTER AND ALARM



SEE METER DETAIL DRAWINGS B1-8, B1-9 & B1-11

FIRE SERVICE LINE

WATER SERVICE LINE



METER INSTALLATION AT PROPERTY LINE INSIDE PIT OUTSIDE OF BUILDING. (ACCESSIBLE BY TRUCK) (SEE BACKFLOW DETAIL DRAWING B1-17)

SEE NOTE 1

CURB STOP/ SECONDARY VALVE

CURB STOP/SECONDARY VALVE LOCATED ON OR NEAR PROPERTY LINE.

PROPERTY LINE
CURB LINE

FH

PRIMARY VALVE

PRIMARY VALVE

WATER MAIN

CORPORATION TAP SEE DETAIL DRAWING B1-1

STREET

NOTES:

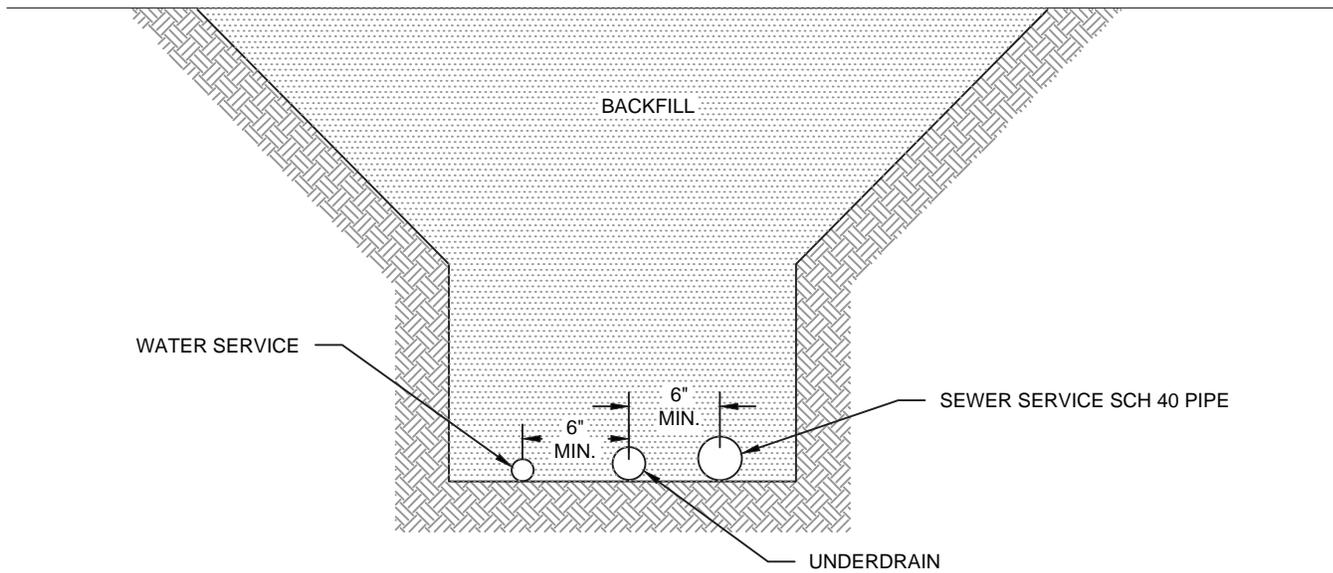
1. NO PERMANENT STRUCTURES OR LANDSCAPING WITHIN 5' RADIUS OF METER PIT OR VAULT.
2. FOR TAPS 4" OR LARGER SEE SECTION 2.6.D.
3. ALL VALVES AND APPURTENANCES (EXCEPT THE METER) SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.



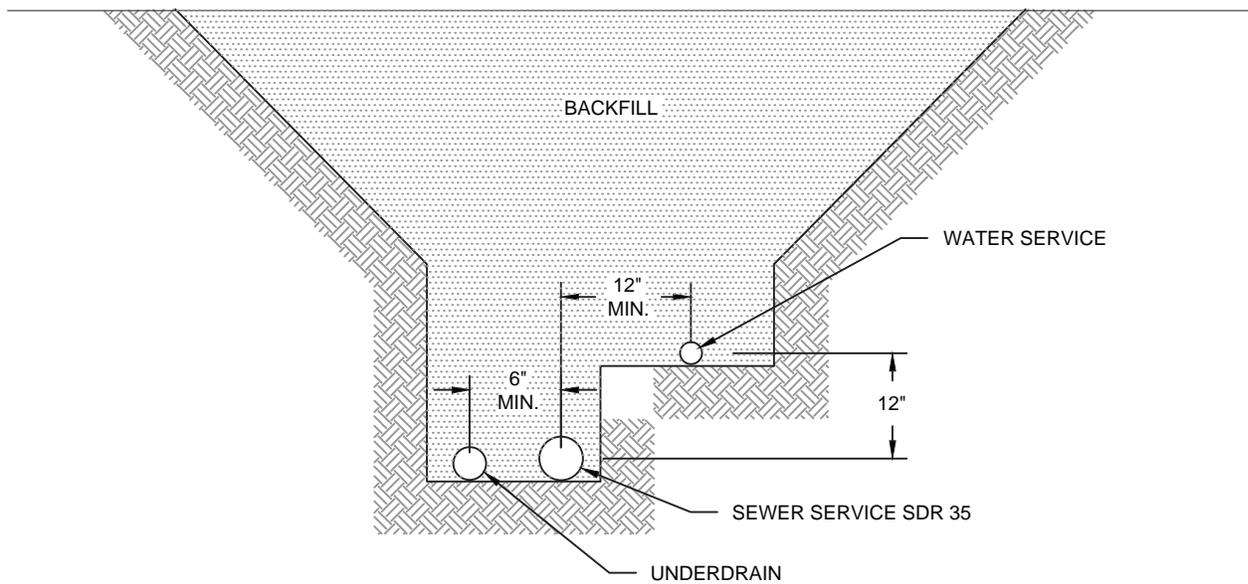
FIRE AND DOMESTIC WATER SERVICE PLAN FOR A COMMERCIAL BUILDING

B2-5

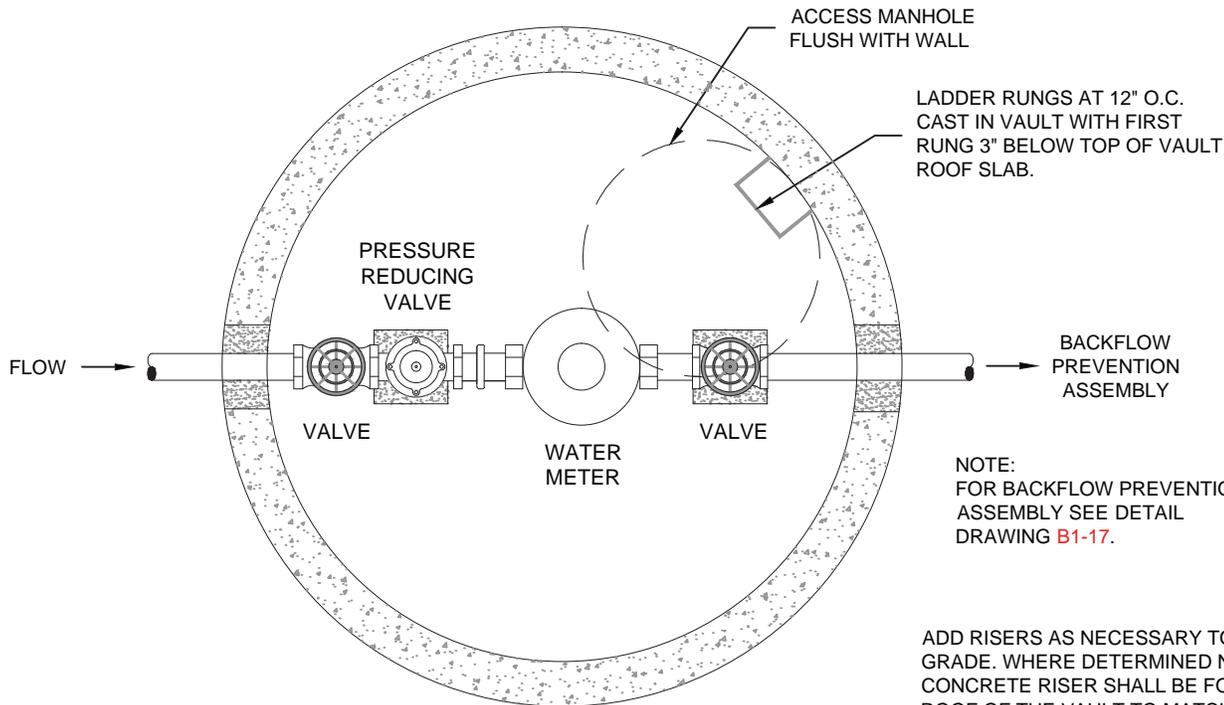
DATED 03/2014



ALTERNATE 1



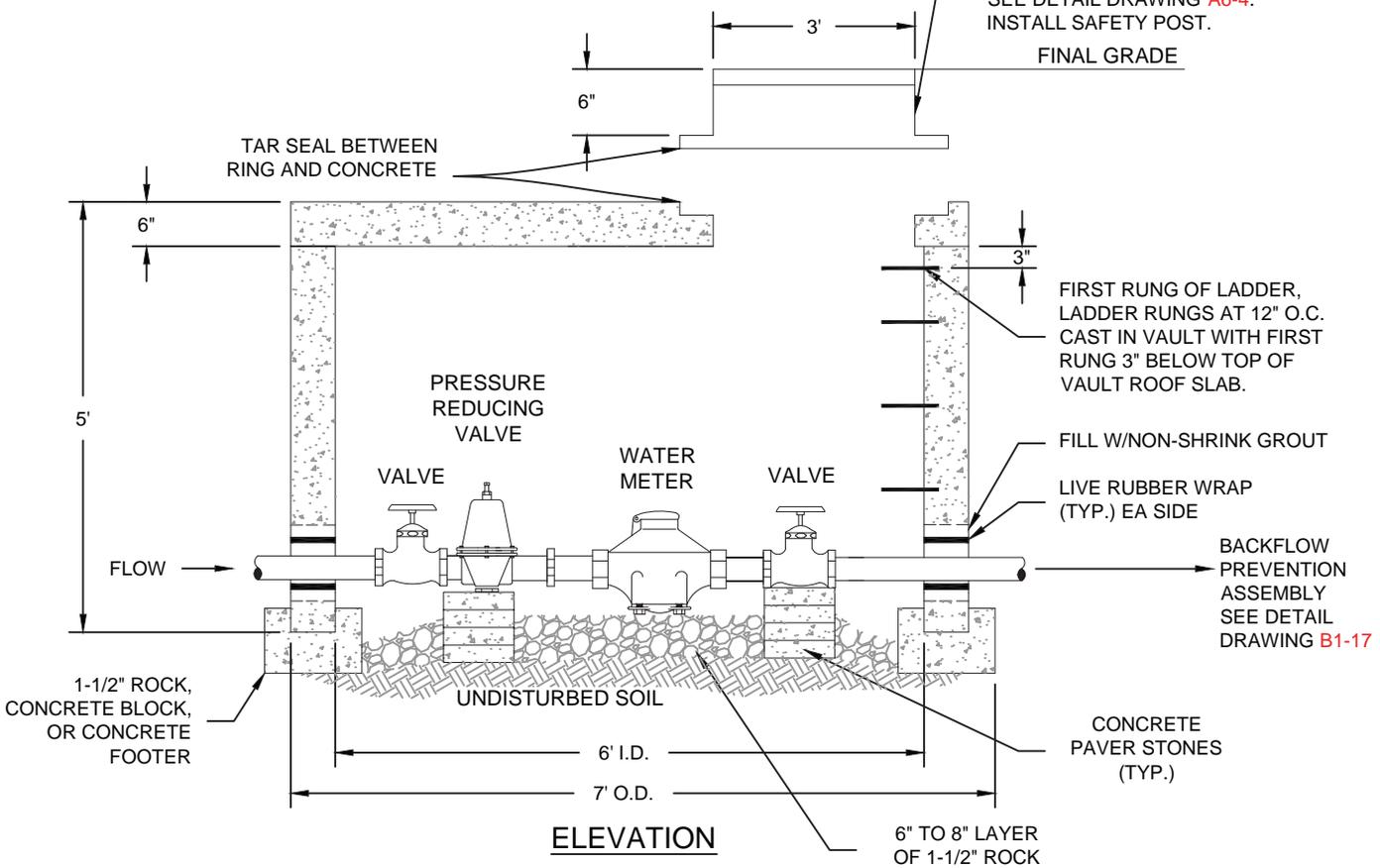
ALTERNATE 2



PLAN

NOTE:
FOR BACKFLOW PREVENTION
ASSEMBLY SEE DETAIL
DRAWING **B1-17**.

ADD RISERS AS NECESSARY TO MEET FINAL GRADE. WHERE DETERMINED NECESSARY A CONCRETE RISER SHALL BE FORMED ON THE ROOF OF THE VAULT TO MATCH THE SLOPE OF FINAL GRADE. THE RISER SHALL BE A CIRCULAR RING OF 6 INCHES THICK AND A MIN. OF 3" HIGH. SEE DETAIL DRAWING **A6-4**.
INSTALL SAFETY POST.



ELEVATION

NOTES:

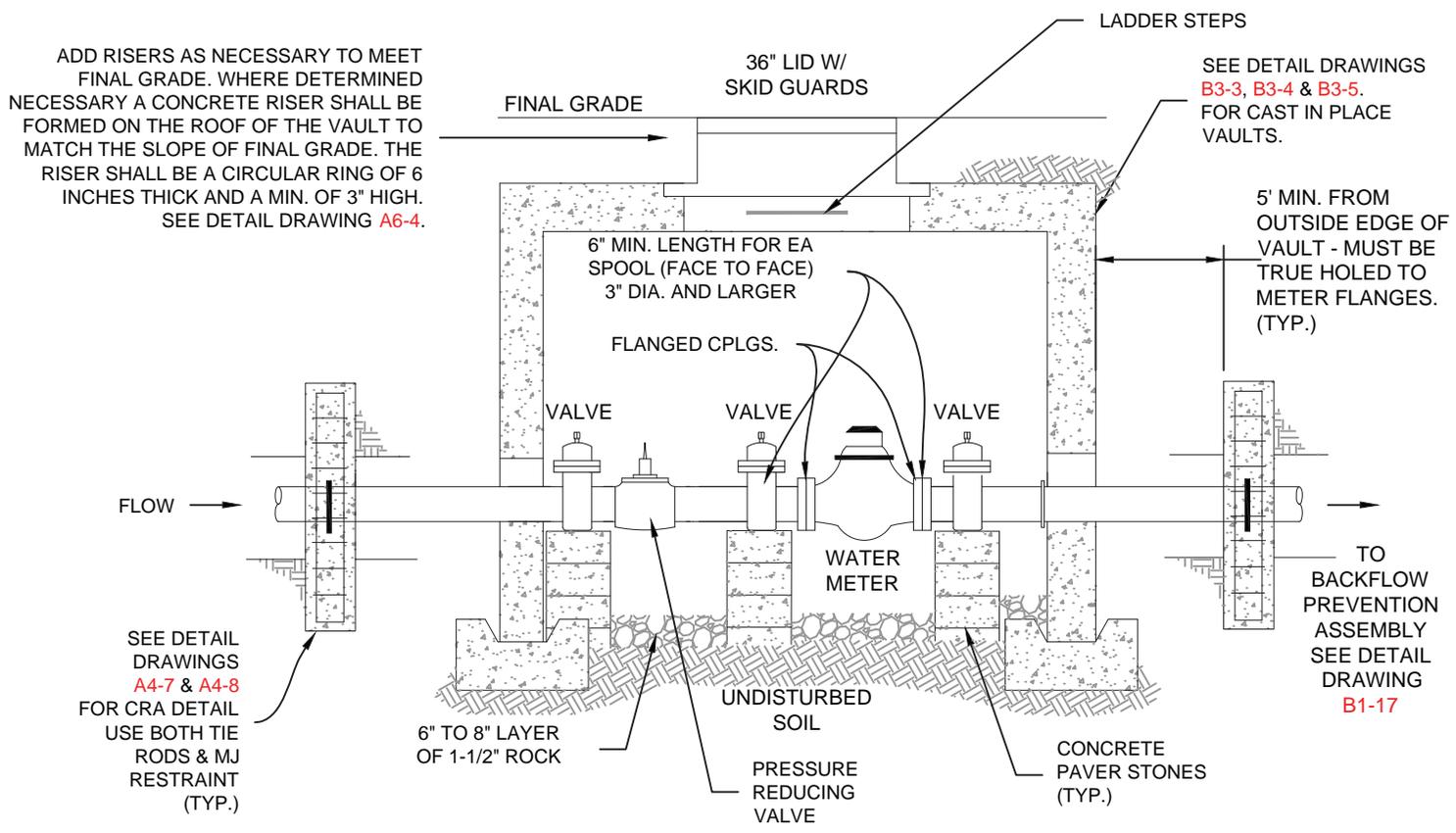
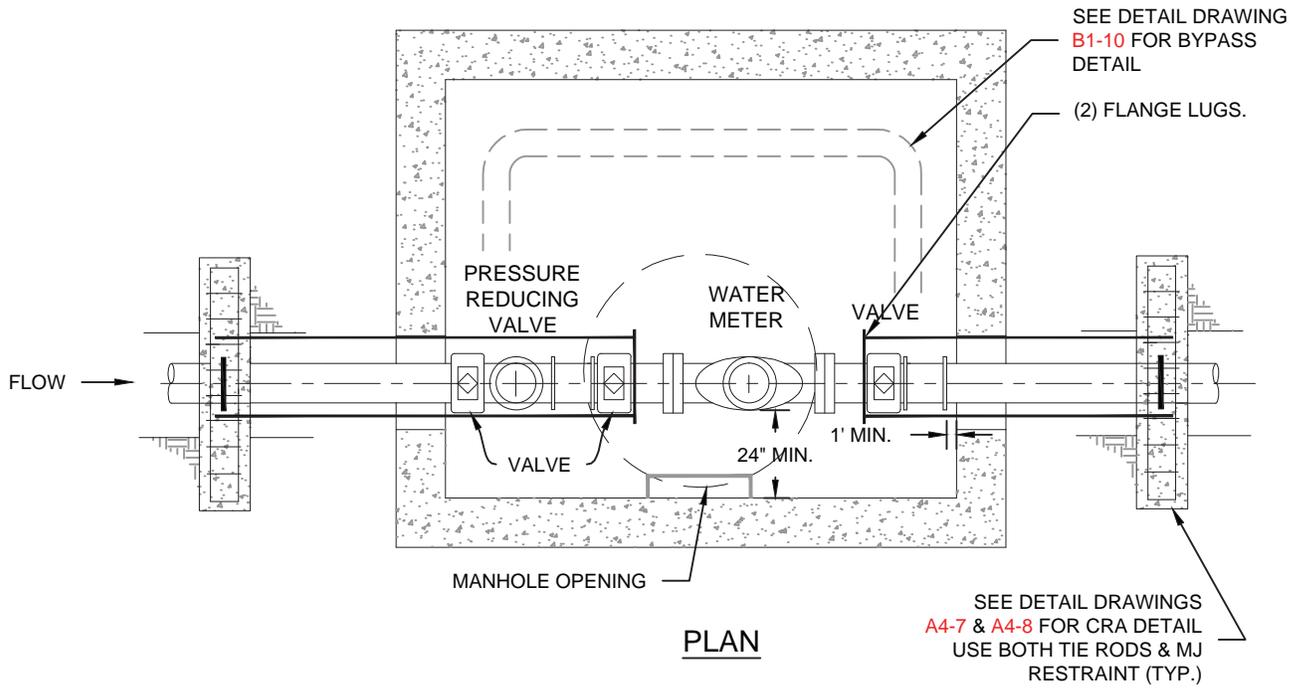
1. THE PRESSURE REDUCING VALVE IS TO BE INSTALLED ON THE INLET SIDE OF METER.
2. PRECAST CONCRETE VAULT SHALL BE DESIGNED FOR HS-20 TRAFFIC LOADING CONDITIONS AND 300 PSF SURCHARGE LOAD..



**STANDARD ROUND PRE-CAST VAULT
FOR 1-1/2" AND 2" METERS**

B3-1

DATED 03/2014



NOTES:

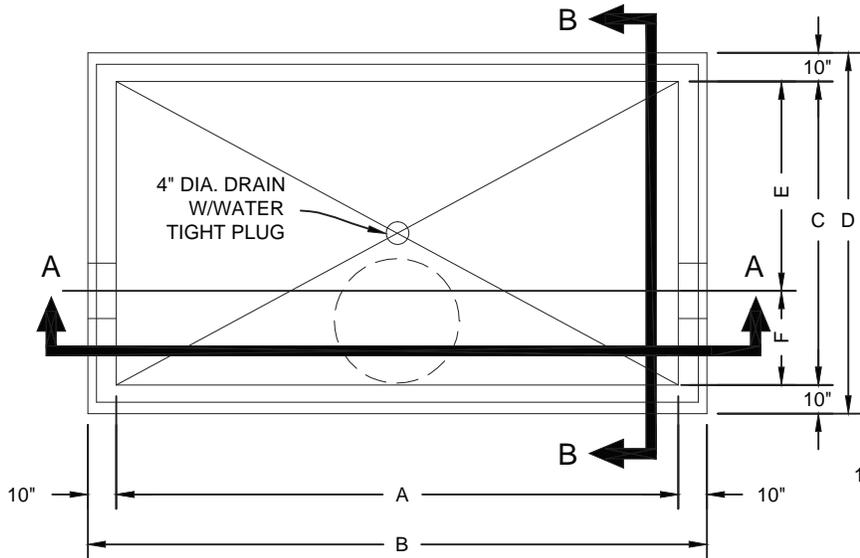
1. TIE RODS TO BE CATHODICALLY PROTECTED PER DETAIL DRAWING A8-11.
2. PRECAST CONCRETE VAULTS SHALL BE DESIGNED FOR HS-20 TRAFFIC LOADING CONDITIONS AND 300 PSF SURCHARGE LOAD.



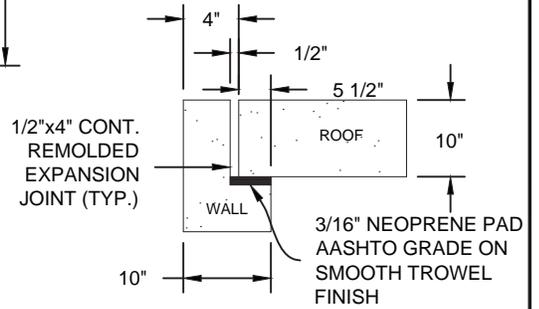
**PRE-CAST CONCRETE VAULT
FOR 3" THRU 10" METERS
W/BYPASS**

B3-2

DATED 03/2014



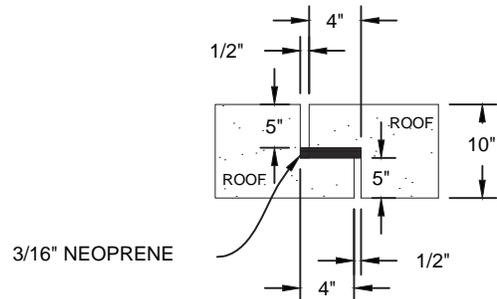
PLAN



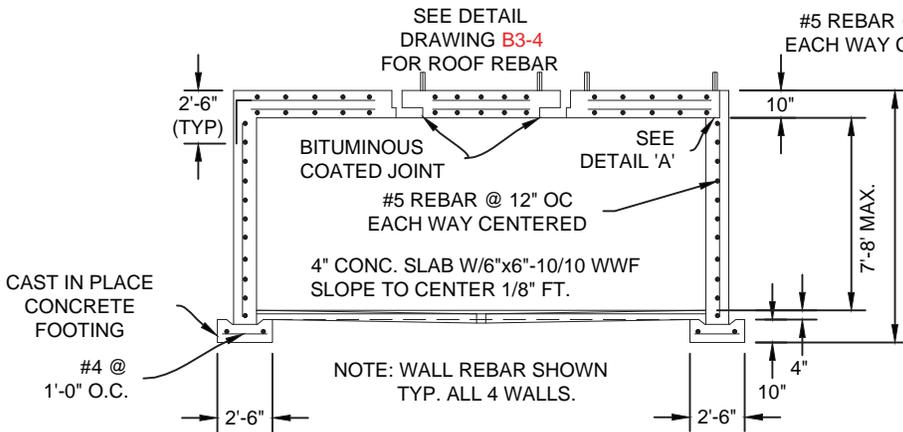
DETAIL 'A'
CORNER ROOF JOINT

METER SIZE	A	B	C	D	E	F	G	H	I
8"	16'-4"	18'-0"	8'-10"	10'-6"	5'-10"	3'-0"	9'-9"	7'-4"	5'-4"
10"	18'-6"	20'-2"	10'-0"	11'-8"	7'-0"	3'-0"	10'-11"	7'-4"	7'-6"

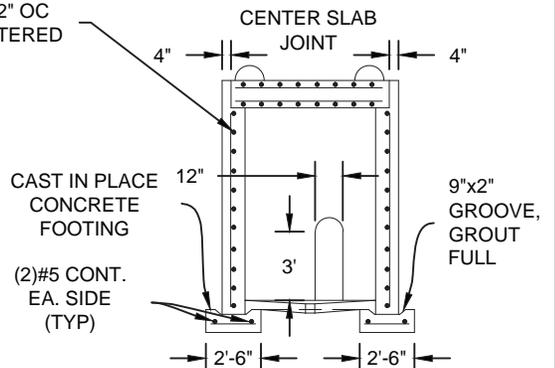
NOTE:
ALL CAST-IN-PLACE AND PRE-CAST VAULTS SHALL BE
FABRICATED TO MEET HS-20 TRAFFIC LOADING
CONDITIONS AND 300 PSF SURCHARGE LOAD.



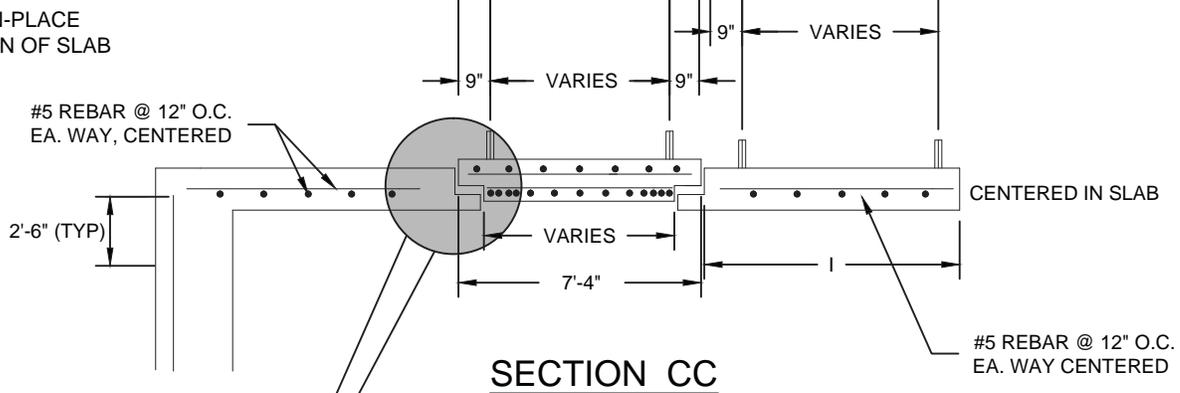
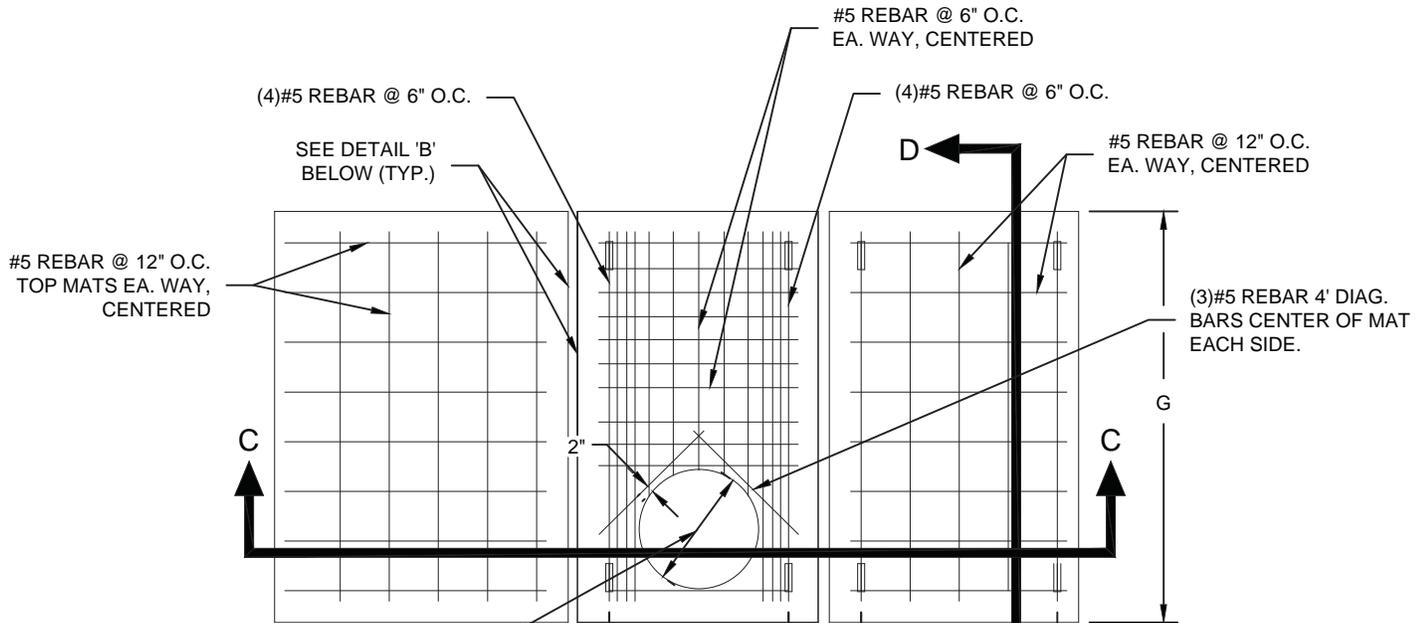
DETAIL 'B'



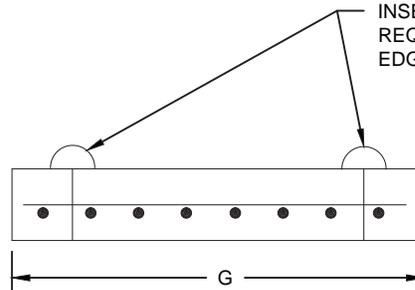
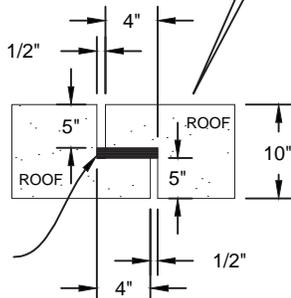
SECTION AA



SECTION BB



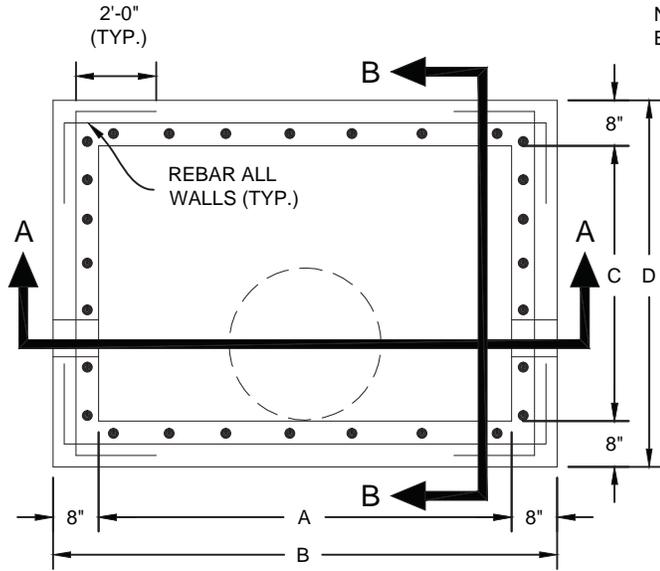
LIFT ANCHORS: MEADOWBURKE CX-41x1-1/4" DIAMETER COIL LIFTING INSERT W/PR22 LOCATOR PLUG. (4) REQUIRED, (1) EA. CORNER W/15" MIN. EDGE DISTANCE.



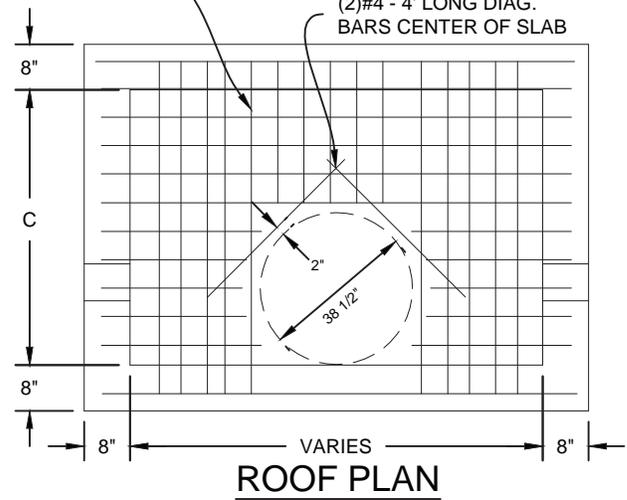
(1)#4 ADDITIONAL BAR AT BOTTOM OF MAT EA. SIDE OF OPENING W/MATCHING DWEL

NOTE: INSTALL LONG BARS ON TOP OF MAT

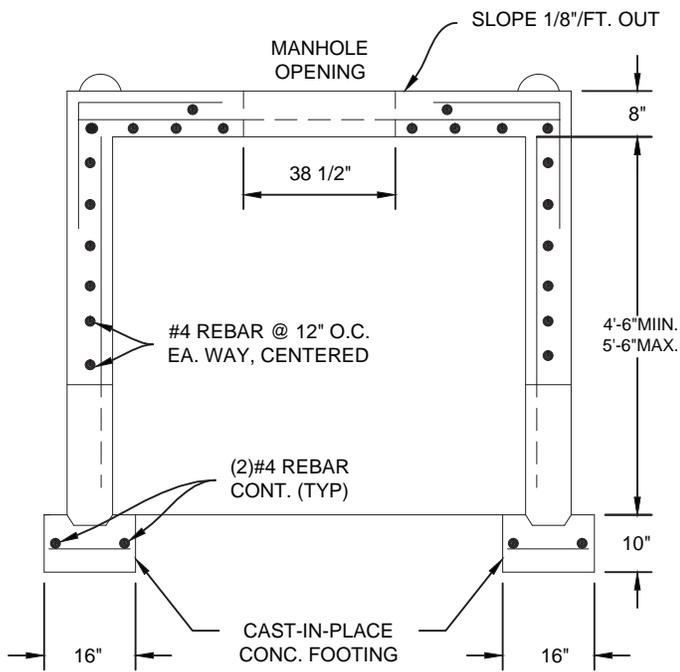
(2)#4 - 4' LONG DIAG. BARS CENTER OF SLAB



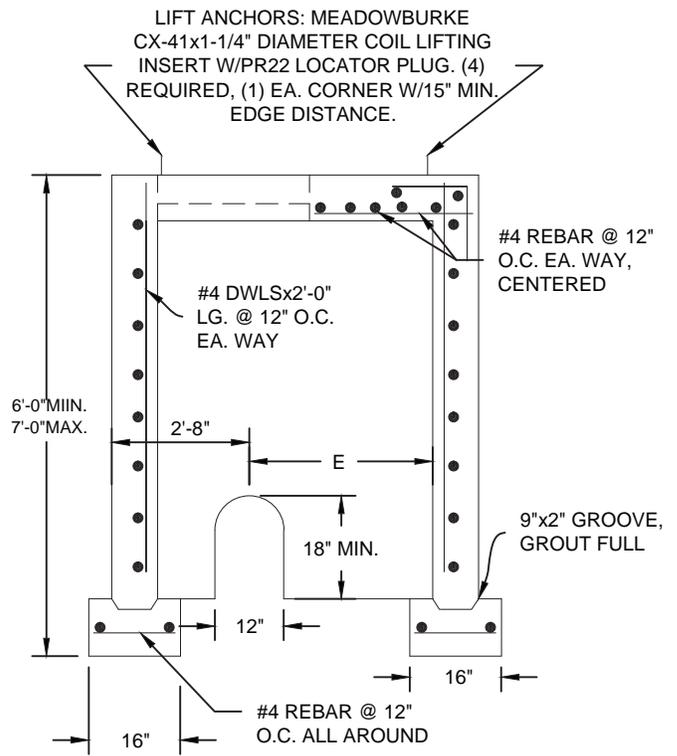
PLAN



ROOF PLAN



SECTION A-A



SECTION B-B

METER SIZE	A	B	C	D	E
3' & 4"	10'-0"	11'-4"	5'-0"	6'-4"	3'-8"
6"	11'-0"	12'-4"	5'-0"	6'-4"	3'-8"

PLAN:

CONCRETE VAULT SHALL BE DESIGNED FOR HS-20 TRAFFIC LOADING CONDITIONS AND 300 PSF SURCHARGE LOAD, UNLESS APPROVED OTHERWISE. SEPARATE ROOF ACCEPTABLE.

EXHIBIT B
District Rules and Regulations

CASCADE METROPOLITAN DISTRICT NO. 1

RULES AND REGULATIONS

**Adopted:
March 24, 2015**

**CASCADE METROPOLITAN DISTRICT NO. 1
RULES AND REGULATIONS**

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**CASCADE METROPOLITAN DISTRICT NO. 1
RULES AND REGULATIONS**

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**CASCADE METROPOLITAN DISTRICT NO. 1
RULES AND REGULATIONS**

ARTICLE 1. TITLE, SCOPE AND GENERAL CONDITIONS

- 1.1 TITLE.** These Rules and Regulations shall be referred to herein as the Rules and Regulations.
- 1.2 PURPOSE.** The purpose of these Rules and Regulations is to provide acceptable standards of design and construction for all improvements connecting to the District's facilities, including water systems and facilities.
- 1.3 PUBLIC HEALTH, SAFETY AND WELFARE.** It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security and general welfare of the residents and property owners of the District.
- 1.4 SCOPE OF RULES AND REGULATIONS.** These Rules and Regulations shall be treated and considered as new and comprehensive rules and regulations governing the operations and management of the District. Any and all prior rules and regulations of the District shall be deemed specifically superseded hereby. The Board of Directors has determined to adopt these Rules and Regulations in order to assist the District and its operations, engineering, and management staff in implementing the decisions and policies of the Board. It is intended that any person desiring to transact business with the District as an owner or developer of property or a resident within the boundaries of the District shall comply with these Rules and Regulations. It is further intended that the Manager and the management staff shall utilize these Rules and Regulations as a tool for assuring uniform treatment to persons within the District and fair response to issues that confront the District. The Manager shall provide copies of these Rules and Regulations to any person who requests them. Electronic copies shall be provided at no cost. Paper copies shall be provided for at the then-current copy cost or as otherwise determined by the Board. No person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that person to become familiar with policies and standards of the District contained herein, and in supplements hereto.
- 1.5 APPLICABILITY.** These Rules and Regulations shall apply to the construction, alteration, removal, or repair of District facilities. These Rules and Regulations shall apply to District contracts, customer/owner contracts, owner/developer contracts and private contracts. All work on District water systems shall comply with these Rules and Regulations, including the applicable Water LESS standards.
- 1.6 DISTRICT REPRESENTATION.** The District may appoint an engineer, construction inspector, manager or District employee, agent or consultant to act on its behalf with respect to these Rules and Regulations.

**CASCADE METROPOLITAN DISTRICT NO. 1
RULES AND REGULATIONS**

1.7 RULES OF CONSTRUCTION. These Rules and Regulations are promulgated pursuant to statute in the exercise of the Board's discretion to provide a tool for management of the District and for the orderly provision of essential services. It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part hereof is separate and distinct from all other parts. No refusal, failure or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver or deviation from these Rules and Regulations or from any grant of power, duty or responsibility or any limitation or restriction upon the Board of Directors or the District by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or subsequently enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District. The Board reserves the right to construe any provision of these Rules and Regulations in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future. In all circumstances, these Rules and Regulations shall be construed in the broadest sense possible to enable the District to perform its functions in accordance with law.

The Rules and Regulations must be complied with by all persons absent receipt of a proper written waiver approved by the Board. It is the responsibility of each resident, Property Owner and Developer to obtain and read the Rules and Regulations of the District as adopted and enforced by the District. No person shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District.

1.8 CONFLICTS. In case of any conflict between any provision of these Rules and Regulations, the District shall be entitled to resolve such conflict in its own favor at the District's sole discretion, it being the intention of the Board that these Rules and Regulations shall be construed or interpreted by the District in such a manner so as to maximize the ability of the District to govern and manage the District and its facilities.

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

**CASCADE METROPOLITAN DISTRICT NO. 1
RULES AND REGULATIONS**

these Rules and Regulations or by the addition of new exhibits. Additional policies may also be found in the minutes of the District's Board meetings. To the extent any policy found in minutes of the Board meetings pre-date and conflict with any resolution of the Board, the resolution shall be deemed to supersede the minutes, unless the Board determines otherwise, after such conflict is brought to the attention of the Board. To the extent policies found in the minutes of meetings post-date resolutions of the District and conflict with such resolutions, the policy stated in the minutes shall be binding unless the Board determines otherwise after such conflict is brought to the attention of the Board. The District shall have the right, at all times, to repeal and re-enact resolutions of the Board. A number of informal policies of the District may exist which are known to the Manager and the Board. In any case where a Person has questions about District policies, questions may be directed to the Manager who has the authority to respond, or who may refer such requests to the Board. In all circumstances, the Board retains the authority and responsibility for the policies of the District.

- 1.10 AMENDMENT, MODIFICATION & WAIVERS.** The Board shall retain the power to amend these Rules and Regulations as it deems appropriate. Neither notice of such amendments nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification or waiver powers. The District has the power to revise its Rules and Regulations from time to time either by formal action of the Board or by implication and has the authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Supplemental policies of the District may be adopted from time to time in order to assist the Board and its management in managing the affairs of the District. When possible, copies of such policies shall be attached hereto. Additional documents affecting these Rules and Regulations may be added by Board resolution from time to time. The Board, the District Manager acting on instructions of the Board, or the Operations Manager acting on instructions of the Board, shall have the sole authority to waive, suspend or modify these Rules and Regulations. Any Person claiming the benefit of such waiver, suspension or modification shall be required to obtain a written waiver signed by the Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver shall be deemed a continuing waiver.
- 1.11 LIABILITY.** The liability of the District and its employees is controlled and limited by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time. The District assumes no responsibility for contractors constructing facilities for Developers, whether or not the District has consulted with the Developer or inspected any such construction and whether or not such facilities may eventually be conveyed to the District for the maintenance of facilities and for their safety commences only when such facilities are actually conveyed to the District. Consultants to the District, including but not limited to

**CASCADE METROPOLITAN DISTRICT NO. 1
RULES AND REGULATIONS**

the District's engineer and operations staff, likewise assume no responsibility for the safety or sufficiency of any construction or work conducted by or for a private developer. Where the District contracts with any contractor, the particular obligations of the District to that contractor shall be specified in the contract.

1.12 PROHIBITED ACTIONS. No person, firm or corporation shall construct, alter, repair, interfere with or improve any District facilities, or permit the same, and such acts shall be a violation of these Rules and Regulations.

1.13 EMERGENCY WORK. Contractors hired by the District to perform emergency work (such as repair of pipeline leaks) shall comply with all applicable sections of these Rules and Regulations, including insurance requirements. To ensure that contractors performing emergency work comply with the insurance requirements of these Rules and Regulations, only pre-approved contractors will be allowed to perform emergency work within the District. Contractors performing emergency work shall not be required to obtain a permit prior to performing the work.

1.14 INSURANCE REQUIREMENTS. The contractor shall not commence work pursuant to any permit until it has obtained all insurance required by these Rules and Regulations, nor shall the contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained and approved. All contracts with the District, and for work performed by or for the District, shall contain the following clauses:

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

The contractor agrees that it will indemnify and hold harmless the District, the District's engineer and all of its consultants, agents and employees from any loss, cost, damage, expense and liability including attorneys' fees, by reason of property damage, personal injury, or both, arising out of or as a result of the contractor's work, or any negligent act or negligent failing to act, or on account of the use of improper or defective materials, or on account of any poor workmanship or on account of any act of omission or commission in connection with the performance of work by contractor, its employees, agents and subcontractors. In any and all claims by or against the District, the District's engineer and its consultants, agents and employees, the

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indemnification obligation of this paragraph shall not be limited by any required policy of insurance.

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

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

General Liability

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

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

Such insurance shall include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- a. premises operations;
- b. personal injury liability without employment exclusion;
- c. blanket contractual;
- d. broad form property damages, including completed operations;

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- e. medical payments;
- f. products and completed operations;
- g. independent consultants coverage; and
- h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

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

Automobile Liability

Comprehensive, owned, hired	<u>\$500,000</u> (Combined Single Limit)
Excess Liability (umbrella form)	<u>\$1,000,000</u>
(Each Occurrence)	<u>\$1,000,000</u> (Aggregate)

Worker's Compensation

Covering all employees of the Contractor involved with the performance of the work or services being performed, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the work or services will be performed.

Fidelity Coverage

Contractors shall secure and maintain a fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District and from a surety acceptable to the District.

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Professional Liability

Professionals, including, but not limited to, engineers, shall provide professional liability insurance.

(Each Occurrence) \$1,000,000

All coverages must include coverage extensions to cover the indemnification obligations contained in any agreement entered into with the District for the work or services to the extent caused by or arising out of bodily injury or property damage.

The District reserves the right to increase the required coverages and limits set forth herein depending on the specific project or requirements of other governmental entities. Further, the District, through its Board or District Manager, may reduce or eliminate the coverages set forth herein depending on the services to be provided.

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

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

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

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

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

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

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

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

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

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

G. If the Contractor violates a provision of the Agreement pursuant to §8-17.5-102, C.R.S., the District may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.”

1.15.1 FAILURE TO COMPLY WITH EMPLOYMENT ELIGIBILITY PROVISIONS. The District may, at any time without recourse, terminate any contractor or contract which does not agree to or does not

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abide by the terms of the E-Verify Program. Contractors performing work for or on behalf of the District shall require all sub-contractors to abide by the same terms.

End of Article.

ARTICLE 2. DEFINITIONS AND ABBREVIATIONS

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

- Board of Directors or Board shall mean the governing body of the District.
- CSU shall mean the Colorado Springs Utilities, an enterprise of the City of Colorado Springs, Colorado.
- Developer shall mean any developer, contractor, builder, property owner, resident, user, customer or party other than the District.
- District shall mean the Cascade Metropolitan District No. 1.
- District Manager shall mean the person or entity engaged by the District to serve as its manager.
- Fees and Charges shall mean those fees, rates, tolls, penalties and charges assessed by the Board of Directors and set forth in resolutions assessing, increasing, decreasing or otherwise changing the fees, rates, tolls, penalties and charges. Any references in these Rules and Regulations to fees, rates, tolls, penalties or charges, or any combination thereof, which are not otherwise defined as Fees and Charges shall have the same meaning as Fees and Charges.
- Inspector shall mean the individual designated by the District at the “Pre-construction Conference” as having day to day oversight authority over construction activities.
- Operations Manager shall mean the person employed by the District to manage the on-site day-to-day activities of the District.
- Manager shall mean the District Manager and/or the Operations Manager.
- Person shall include any Developer and any Property Owner.
- Property Owner shall include all owners of real property, customers, users, residents, leaseholders and other recipients of District services.
- Rules and Regulations shall mean the body of directions, provisions, and requirements contained herein, describing the method or manner of construction, and the quality of materials furnished, as amended from time to time.

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- Schedule of Fees and Charges shall mean the schedule of Fees and Charges set forth in resolutions assessing, increasing, decreasing or otherwise changing the fees, rates, tolls, penalties and charges.
- Standards and Specifications shall mean the Water Line Extension and Service Standards (Water LESS) promulgated by the Colorado Springs Utilities, as may be amended from time to time.

2.2 ABBREVIATIONS.

- AASHTO shall mean the American Association of State Highway and Transportation Officials.
- ACI shall mean the American Concrete Institute.
- AISC shall mean the American Institute of Steel Construction.
- ANSI shall mean the American National Standards Institute.
- APWA shall mean the American Public Works Association.
- ARV shall mean an air release vacuum breaker valve.
- ASA shall mean the American Standards Association.
- ASTM shall mean the American Society for Testing and Materials.
- AWG shall mean the American Wire Gauge.
- AWWA shall mean the American Water Works Association.
- BPR shall mean the Bureau of Public Roads.
- CDOT shall mean the Colorado Department of Transportation.
- CDPHE shall mean the Colorado Department of Public Health and Environment.
- DIP shall mean ductile iron pipe.
- EPA shall mean the United States Environmental Protection Agency.
- FCC shall mean the Federal Communications Commission.
- gpcd shall mean gallons per capita per day.

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- gpm shall mean gallons per minute.
- GRC shall mean galvanized rigid conduit.
- IMSA shall mean the International Municipal Signal Association.
- IPCEA shall mean the Insulated Power Cable Engineers Association.
- ITE shall mean the Institute of Transportation Engineers.
- MGD shall mean million gallons per day.
- MSDS shall mean Materials Specifications Data Sheet.
- MUTCD shall mean the Manual of Uniform Traffic Control Devices.
- NEC shall mean the National Electrical Code.
- NEMA shall mean the National Electrical Manufacturers Association.
- NFPA shall mean the National Fire Protection Association.
- PRV shall mean pressure reducing and regulating valve.
- PVC shall mean polyvinyl chloride.
- PVCO shall mean Molecularly Oriented Polyvinyl Chloride.
- psi shall mean pounds per square inch.
- PSIG shall mean pounds per square inch gauge.
- SCADA shall mean Supervisory Control and Data Acquisition System.
- TCP shall mean Traffic Control Plan.
- UBC shall mean the Uniform Building Code.
- UNCC shall mean the Utility Notification Center of Colorado.
- UPC shall mean the Uniform Plumbing Code.
- UL shall mean Underwriters Laboratories, Inc.
- USDA shall mean the United States Department of Agriculture.

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

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

Whenever the word “District” is used in these Rules and Regulations, it shall mean the Cascade Metropolitan District No. 1 or its designated representative.

- 2.4 SPECIFICATIONS BY REFERENCE.** All specifications, e.g., ASTM, ACI, etc. made a portion of these Rules and Regulations by reference shall be the latest edition. Throughout these Rules and Regulations, any section referenced shall include all sub-sections of that section. Any portion of these Rules and Regulations may be applicable to any other section.

End of Article.

ARTICLE 3. DESCRIPTION OF THE DISTRICT

- 3.1 PURPOSE OF THE DISTRICT.** The District was organized with the authority to provide certain services and facilities to residents and property owners within the District as well as to users outside the District’s boundaries. The District is a quasi-municipal corporation and political subdivision of the State of Colorado and, as such, exercises certain governmental powers for the benefit of its constituents. Pursuant to its Service Plan, the District has the authority to provide water facilities and services. The District has the power to impose fees for services available from or provided by the District. The District derives its power from Colorado law and from its Service Plan. The Service Plan contains general information about the facilities, services, and powers of the District and may be amended from time to time to deal with the evolving needs of the District. The District has the authority to construct facilities and improvements for District services as it deems expedient, in accordance with the authority granted to the District in its Service Plan. The District’s Service Plan is an “enabling document” granting to the District certain powers and authorities. The Service Plan does not impose upon the District any responsibility which it is not required to accept pursuant to state law or which it does not specifically accept by official decision of the Board.
- 3.2 THE GOVERNING BODY.** The District is governed by an elected Board of Directors. The Board consists of five (5) individuals who, as residents or property owners within the District, are qualified to serve as directors. Directors are generally elected to four (4)-year terms at elections held in May of even-numbered years. The Board elects from its membership a president and treasurer and appoints a secretary.
- 3.3 DISTRICT BOARD MEETINGS.** Meetings of the Board of Directors are subject to the “Sunshine Law” of the State of Colorado and are open to the public. From time to time the Board meets in “Executive Session” to receive legal advice or to discuss ongoing contract negotiations, litigation matters or other legally privileged matters. Executive sessions are held in accordance with Colorado law and are closed to the general public. Minutes of meetings are prepared for each meeting and, after approval by the Board, are available for public inspection. The District’s policy is not to tape record its meetings, and it does not attempt to maintain a verbatim transcript of its discussions.
- 3.4 DISTRICT MANAGEMENT.** The District is managed by a professional management company engaged by the Board. The District Manager oversees the on-going administration and operation of the District. All employees and consultants of the District serve at the will of the Board. The District Manager operates within approved guidelines established by the Board and exercises only

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that discretion which is granted by the Board as necessary for day-to-day operations and for implementation of Board decisions and policies.

3.5 DISTRICT SERVICES AND FACILITIES. In general terms, the District attempts to provide water services and improvements within the District. The District is also authorized to provide for the construction, financing, operation and maintenance of water facilities and improvements. The District's Service Plan provides a general description of those facilities. Reference is made to the Service Plan for general descriptions of services and facilities, which may be provided by the District. The District has powers of eminent domain to condemn private properties for public use.

3.6 FEES, RATES, TOLLS, PENALTIES AND CHARGES. The District has the statutory authorization to impose fees, rates, tolls, penalties and charges for services and facilities provided by the District. The failure of a Property Owner or Developer to pay such fees, rates, tolls penalties or charges creates a perpetual lien on the benefitted property and the District has a statutory right to foreclose on that lien. The District exercises such power for the overall benefit of the District and reserves the right to exercise its discretion on a case-by-case basis in determining whether to claim a lien and foreclose it. Development fees, service charges, miscellaneous fees and other applicable fees, rates, tolls, penalties or charges shall be in the amounts stated in the Schedule of Fees and Charges and any fee resolution adopted by the Board of Directors. The Board of Directors may increase or decrease the fees, rates, tolls, penalties or charges set forth in the Schedule of Fees and Charges at any time pursuant to Colorado law by adoption of a resolution setting forth the same which, upon adoption, unless otherwise provided, shall be deemed to have replaced in its entirety the Schedule of Fees and Charges without further action of the Board of Directors to formally amend the Rules and Regulations. Following efforts to collect overdue payments of any fee, rate, toll, penalty or charge assessed by the District under these Rules and Regulations and/or Colorado law, the District may certify any unpaid fees to the County Treasurer for collection in the same manner as those for taxes pursuant to the provisions of §32-1-1101(1)(e), C.R.S. Alternatively, the District may elect to initiate foreclosure proceedings as allowed by § 32-1-1001(1)(j), C.R.S., as amended. The District shall, in each such case, be entitled to assess all legal fees, costs of collection and a foreclosure penalty against the subject property in an amount set forth in the Schedule of Fees and Charges, which penalty shall be payable in full upon assessment and shall be included in the lien then being foreclosed. Payment of said foreclosure penalty and any and all other fees outstanding against the subject property shall be a precondition to the resumption of District services.

3.6.1 COLLECTION PROCEDURES. The procedures for the collection of any outstanding fee, rate, toll, penalty and charge shall be pursuant

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to the District's then-current Collections Resolution. In the event the District's Collections Resolution is no longer in effect or is otherwise deemed invalid, the procedures for the collection shall be in accordance with Colorado law.

3.7 DISTRICT FACILITIES. Systems constructed or accepted by the District shall be operated and maintained by the District pursuant to these Rules and Regulations. Systems constructed by a Person or entity other than the District shall be conveyed to the District in accordance with the provisions set forth herein.

3.7.1 CONSTRUCTION STANDARDS. The Developer agrees to design, construct, and complete the improvements to be conveyed to the District in substantial conformance with the Standards and Specifications established and in use by CSU, the District and the Colorado Department of Public Health and Environment (CDPHE), as appropriate, and as approved by the District's Engineer.

3.7.2 DISTRICT ACCEPTANCE OF IMPROVEMENTS. The District shall deliver a letter of acceptance for the improvements to the Developer upon the District's receipt of the following: (1) a certificate from a licensed engineer in the State of Colorado certifying that the improvements substantially meet the Standards and Specifications of the District as contained in these Rules and Regulations, the Service Plan, or as contained in plans which have been approved by the District's Engineer or operator, in writing; (2) a complete set of electronic and 24" by 36" reproducible "as-built" drawings of the improvements which are certified by a professional engineer registered in the State of Colorado showing accurate size and location of all improvements, which drawings shall be in a form and content reasonably acceptable to the District; and (3) requisite property interests for the improvements as set forth in Section 3.7.3.2, below.

3.7.3 CONVEYANCE OF IMPROVEMENTS. The improvements shall not be deemed accepted by the District until all requirements set forth in this Section 3.7.3 have been met to the District's full and complete satisfaction. Until such time, the Developer shall be and shall remain responsible and liable for the improvements in all respects.

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

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

3.7.3.2.1 Easement. Concurrent with the conveyance of a bill of sale for the improvements, and at no cost to the District, the Developer shall grant to the District a permanent, non-exclusive easement for the property on which or in which the improvements lie. Such easement shall be a minimum of twenty-five feet (25') in width, or two-times the depth of the pipe, whichever is greater, and shall be in a form acceptable to the District.

3.7.3.2.1.1 The Developer shall use its best efforts to obtain the easements required herein from all property owners. If, after use of its best efforts, the Developer is unable to secure the required easements, the Developer may request that the District obtain the required easements in accordance with the provisions of Section 3.7.5 below; however, any and all costs associated with the District's work to obtain such easements, including, but not limited to, any costs associated with a condemnation action, shall be paid by the Developer from the Inclusion Fee, if still applicable, or, alternatively, the Developer shall remit to the District funds sufficient to allow the District to obtain the easements prior to any work commencing. If at any time prior to the District's receipt of the required easements the funds on deposit are depleted, the Manager shall request additional funds from the Developer prior to work resuming. Any remaining funds on deposit with the

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District after the easements have been obtained shall be refunded to the Developer in full.

3.7.3.2.2 Fee Simple Absolute. In lieu of an easement pursuant to Section 3.7.3.2.1, above, and at no cost to the District, the Developer may grant to the District title to the property on which or in which the improvements lie in fee simple absolute by means of a special warranty deed, which grant shall be free and clear of all liens and encumbrances on the property.

3.7.3.2.3 Dedications by Plat. In the event the Developer desires to dedicate an easement or ownership interest to, for, on, over, through or under any tract or parcel to the District by plat, the District shall be a signatory on the plat or shall provide a separate letter of acceptance for the tract or parcel. In no event shall the Developer unilaterally dedicate or transfer an easement or ownership interest to, for, on, over, through or under any tract or parcel to the District by plat.

3.7.3.2.4 Ingress and Egress to Improvements. At no cost to the District, the Developer shall convey any necessary licenses or easements, whichever the District shall require in its sole discretion, to permit ingress and egress by the District and its agents to the area.

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

3.7.4 WARRANTY PERIOD. At the time the District accepts the improvements from the Developer, the District and the Developer shall schedule an eleven (11) month warranty inspection to review the required repair or replacement of improvements, which inspection shall be at no cost to the District. The District shall prepare a list of action

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items needing resolution, if any. All costs associated with the resolution of the action items identified at the eleven (11) month warranty inspection and documented by the District shall be the Developer's responsibility. The District shall reinspect the action items upon notification of resolution by the Developer and will solely determine if the Developer's resolution is satisfactory.

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

3.7.5 EASEMENTS. The District shall negotiate the procurement of easements with property owners in good faith. All easement agreements shall be substantially in the form approved by the District. Unless otherwise determined to be necessary by the District's engineer or operator, all easement areas shall be a minimum of twenty-five feet (25') in width.

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

3.7.5.2 Compensation for Easement. Pursuant to § 32-1-1001(1)(f), C.R.S., it shall be the District's policy that the District shall not pay more than fair market value for real property interests, including easements, necessary to the functions or the operation of the District. In the event a Property Owner disputes the fair market value of the easement area, the Property Owner may obtain an appraisal at the Property Owner's expense. The District shall also be permitted to obtain its own appraisal for the easement area at its own expense, but shall not be required to do so. Upon review of the appraisals, the District's Board of Directors, in its sole

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discretion, shall make a determination as to whether the amounts reflected in the appraisals represent a fair market value acceptable to the District. If such amount is acceptable, then the easement agreement may be finalized. In the event the amount is unacceptable, then the District may elect to abandon its quest for the easement or may proceed with condemnation proceedings for the easement area pursuant to the provisions of Section 3.7.7, below.

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

3.7.6 TEMPORARY CONSTRUCTION EASEMENTS. The District shall negotiate the procurement of temporary construction easements (also known as rights of entry) with Property Owners in good faith. All temporary easement agreements shall be a form set forth acceptable to the District. Unless otherwise determined to be necessary by the District's engineer or operator, all temporary construction easement areas shall be fifty feet (50') in width. The procurement of temporary construction easements shall be conducted in the same manner as established for the procurement of easements, as set forth in Section 3.7.5, above.

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

3.7.8 GEOGRAPHIC INFORMATION SYSTEM ("GIS") DATA. In conjunction with the conveyance of all improvements and property interests set forth in this Section 3.7, the Developer shall provide the District with GIS geodatabase files in electronic format for the location

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of all improvements, specifically including, but not limited to, lines, meters, meter boxes, valves, curb stops, taps, manholes, cleanouts, buildings, ponds, tanks and service lines, as well as GIS layers and data for associated property interests. Data shall be provided in the NAD83 Colorado State Plane South coordinate system. Properly georeferenced AutoCAD .dwg files may serve as an acceptable substitute format in the District's discretion.

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

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

3.10 RULES CONCERNING DISTRICT SERVICES AND FACILITIES

3.10.1 ENTITLEMENT TO DISTRICT SERVICES. District services will be provided by the District to all Property Owners subject to these Rules and Regulations. No person who fails to pay applicable fees and other related charges, as may be adopted by the Board and as may be updated from time to time, or who fails to provide evidence that appropriate fees have been paid for the benefit of such person or entity shall be entitled to continued service. It shall be incumbent upon the applicant for District services to furnish satisfactory evidence of payment of applicable fees whenever the District requests such evidence. Notwithstanding that a person has paid appropriate fees for service, no person shall be entitled to receive continued District services if Fees or Charges due from such person or entity have become delinquent. District services shall be suspendable or revocable at the District's discretion upon non-payment of any valid Fees or Charges

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owing to the District or any other violation of these Rules and Regulations. In the event of non-payment, the Property Owner shall be given not less than five (5) days advance notice in writing of the revocation, such notice to be determined as of the date of mailing.

3.10.1.1 Hearing on Discontinuation of Service. In the event the District enforces its right to suspend or revoke service, the Property Owner may request an informal hearing with the Manager pursuant to the complaint procedures outlined in Section 3.11, below, and such discontinuation of service shall be delayed until the Manager hears and replies to the complaint. If the Property Owner is dissatisfied with the Manager's initial determination, the Property Owner may request a formal hearing as provided for in Section 3.11.3; however, such request for a formal hearing shall not delay immediate discontinuation of service in the District's discretion.

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

3.10.2 EXTENSIONS OF DISTRICT SERVICES. Developers desiring the extension of existing District water line(s) shall be required to bear the cost of such extensions to a location specified by the District, which will ensure uninterrupted mainline operations when subsequent line extensions are required. The process of design or extensions is normally simultaneous with platting and land use activities.

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- 3.10.2.1 Design.** The Developer shall be responsible for preparing the design of extensions and distribution lines as directed by the District and as needed for extension of service. The District will review and comment or direct any needed changes to the design which must be approved by the District's Engineer prior to becoming eligible to commence construction.
- 3.10.2.2 Developer Construction.** Except as provided in Section 3.10.2.3, below, the Developer shall contract with a contractor acceptable to the District for the completion of such work, subject to the permitting and technical requirements of these Rules and Regulations and Standards and Specifications. Prior to commencing construction, the Developer shall deposit with the District ten percent (10%) of the total estimated cost of the work to cover oversight, inspection, review and unanticipated costs incurred by the District for the work. The Developer shall comply with all provisions of these Rules and Regulations, specifically including, but not limited to, the provisions and requirements set forth in Sections 3.7.3, 3.7.4 and 3.7.8 hereof for the ultimate conveyance of improvements to the District. All requirements set forth in these Rules and Regulations, specifically including, but not limited to, those set forth in Sections 3.7.3, 3.7.4 and 3.7.8 hereof, shall be completed to the District's full satisfaction by no later than one hundred twenty (120) days after the final completion date for the construction of the water line(s). In the event the requirements set forth herein are not completed to the District's full satisfaction within that time period, the District may elect to refuse acceptance of the improvements or impose a penalty on the Developer in an amount sufficient to cover the District's administrative, engineering, management and legal fees associated with the delay, plus 10%.
- 3.10.2.3 District Construction.** In lieu of constructing the water line extension itself, the Developer may request that the District construct the improvements. In such event, at the time of the request, the Developer shall deposit funds with the District in an amount equivalent to the estimated costs of the extension, which cost shall include, but not be limited to, engineering, administrative, management, legal, construction and other related costs, plus ten percent (10%), and the District shall perform the work either directly or through contract. If the final cost of the extension exceeds the deposit, the Developer shall pay any deficit to the District within ten (10) business

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days of the dated date of the written notice from the District of the deficit. In no event shall the Developer be connected to the District's facilities until the deficit is paid in full. In the event the final costs of the extension is less than the deposit, the District shall refund the Developer the excess amount within thirty (30) days of the final payment date for the improvements. In the event the water line extension requires additional facilities, such as wells, pump stations, lift stations or other regional facilities, the District may require that the District construct the improvements pursuant to this provision with costs to be paid by the Developer, as set forth herein.

3.10.2.4 Cost Sharing for Extensions or Oversizing. Where improvements are extended or oversized such that additional future services are further extended, expected from the extension or otherwise benefitted from the oversizing of the improvements, then the initial Developer installing the extension or oversized improvements may request that the District require a reimbursement agreement with future Developers in order to potentially recover partial funding costs from the benefitting parties. The reimbursement agreement will specify the terms and the basis for reimbursement and will not required the District to track funds for any period greater than twenty (20) years from the date of the reimbursement agreement. In order to request a reimbursement, the Developer, at the completion of the initial extension, shall file a statement of verified costs for the improvements with the District which must be reviewed and approved by the District. Reimbursements to the Developer from future Developers are not assignable to others and shall be limited to the Developer who provided the initial deposit for the improvements.

3.10.3 INFRASTRUCTURE CONSTRUCTION AND CONVEYANCE AGREEMENTS. Developers desiring the construction of District improvements for District ownership, operation and maintenance or for ownership by other entities shall be required to enter into an infrastructure construction and conveyance agreement with the District outlining the general nature of the expected improvements and setting forth the terms of deposits, off-site improvements, conveyance of the improvements and other matters. The Board shall approve the final agreement. The infrastructure construction and conveyance agreement shall be fully executed prior to the issuance of a Will Serve Letter by the District.

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3.10.4 WILL SERVE LETTERS. The El Paso County's land use planning process requires Developers to obtain a written commitment from the District, commonly known as Will Serve Letters, to provide water services to the property subject to the land use application. The Board shall approve all new Will Serve Letters. Will Serve Letters may contain certain conditions or provisions related to the District's commitment to serve the property based on the level of agreements established with the District. The District will consider a request for service after a meeting with the Developer, receipt and review by the District of the Land Use Plan and any special definition of service needs which may be required by the District. The term Land Use Plan shall refer to any concept plan, preliminary plan, PUD or final plat, depending on the level of County Planning review anticipated. The District Manager may update or revise a Will Serve Letter for any non-substantive changes once it has been originally approved by the Board; provided, however, that any substantive changes to the Will Serve Letter shall be approved by the Board.

3.10.5 DISTRICT SERVICES TO PERSONS OUTSIDE THE DISTRICT BOUNDARIES. Charges for District services to persons outside the District boundaries shall be determined in the sole discretion of the Board of Directors. It is expected that charges for District services for persons owning property or residing outside the District's boundaries shall equal at least the actual cost of District services. In every case where the District furnishes services to persons owning property or residing outside the District boundaries, the District reserves the right to discontinue service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so, except as may be limited by written agreement.

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

3.10.6.1 Inclusion Procedures.

3.10.6.1.1 Petition for Inclusion. An owner of property located outside the boundaries of the District wishing

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to include property into the District shall submit to the District a petition for inclusion meeting the requirements of §§ 32-1-401, *et seq.*, C.R.S. The owner is referred to in these Rules and Regulations as the “Petitioner”. A Petitioner desiring the District to provide the form of petition for inclusion to him/her shall pay an Application Fee in the amount of Five Hundred Dollars (\$500), which Application Fee shall be non-refundable and shall not be credited toward the Initial Deposit, and the Initial Deposit set forth in the Schedule of Fees and Charges, and more particularly described in Section 3.10.6.1.2 below, to the District at the time of such request. A Petitioner desiring to meet with the District and/or the District’s consultants prior to formal submission of a petition shall pay a pre-inclusion fee to the District in the amount of One Thousand Dollars (\$1,000) to pay for all administrative costs associated with such meeting. Any remaining funds on deposit with the District will either be: (1) returned to the potential Petitioner upon determination not to proceed with an inclusion into the District; or (2) credited toward the Initial Deposit described in Section 3.10.6.1.2 below.

3.10.6.1.2 Inclusion Fee. Concurrent with the submission of a fully executed petition for inclusion, the Petitioner shall remit to the Manager the Initial Deposit in the amount set forth in the Schedule of Fees and Charges to pay for all costs associated with the processing of the inclusion. The Initial Deposit shall be non-refundable under all circumstances. All costs, specifically including, but not limited to, legal, management and engineering costs and fees shall be applied to the Initial Deposit. When the amount of the Initial Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount set forth in the Schedule of Fees and Charges be remitted to the District. All work on the inclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the District’s consultants, including legal,

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management and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits. Upon completion of the inclusion process, which process specifically includes the adjudication of water rights, any unused portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

3.10.6.1.3 Inclusion Agreement. A Petitioner seeking to include property into the District shall enter into an inclusion agreement with the District setting forth the conditions of inclusion. The inclusion agreement shall comply with the provisions of these Rules and Regulations and shall be substantially in the form provided by the District's legal counsel. Any material deviations from the District's form inclusion agreement shall be approved by the District's Board prior to a public hearing on the petition for inclusion as provided in Section 3.10.6.1.4, below.

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

3.10.6.1.3.2 Adjudication of Water Rights. If the water rights referenced in Section 3.10.6.1.3.1 above are not otherwise adjudicated at the time of

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conveyance to the District, the District shall have the exclusive right, but not the obligation, to adjudicate such water rights and otherwise deal with such water rights in the manner deemed most appropriate by the District.

3.10.6.1.3.3 Conveyance of Improvements and Property Interests to District. The Petitioner shall be responsible for the construction and conveyance to the District of all water lines and related improvements and property interests necessary to serve the inclusion property, as specified in Section 3.7 of these Rules and Regulations.

3.10.6.1.3.4 Development-Specific Requirements. The District may require the Petitioner to complete development-specific improvements or conditions necessary to serve the inclusion property. Such conditions shall be included in the inclusion agreement and shall include the definition of any “off-site” facilities that are required for design and construction.

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

3.10.6.1.5 Effective Date of Inclusion. After approval by the Board of the inclusion of the property at the public hearing, the District’s legal counsel shall process the necessary documents to obtain an order from the El Paso County District Court ordering the inclusion of the property into the District. Upon receipt of a certified order for inclusion, the order shall be

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recorded in the real property records of the El Paso County Clerk and Recorder's Office and the inclusion of the property shall become effective. All continuing obligations of the Petitioner set forth in the inclusion agreement shall remain in full force and effect until fully satisfied in accordance with the terms thereof. The District's legal counsel shall provide the Petitioner with a copy of the fully executed and recorded order for inclusion for its records.

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

3.10.6.2 Exclusion Procedures.

3.10.6.2.1 Petition for Exclusion. An owner of property located inside the boundaries of the District wishing to exclude property into the District shall submit to the District a petition for exclusion meeting the requirements of §§ 32-1-501, *et seq.*, C.R.S. The owner is referred to in these Rules and Regulations as the "Petitioner". A Petitioner desiring the District to provide the form of petition for exclusion to him/her shall pay an Application Fee in the amount of Five Hundred Dollars (\$500), which Application Fee shall be non-refundable and shall not be credited toward the Initial Deposit, and the Initial Deposit set forth in the Schedule of Fees and Charges, and more particularly described in Section 3.10.6.2.2 below, to the District at the time of such request. A Petitioner desiring to meet with the District and/or the District's consultants prior to formal submission of a petition shall pay a pre-exclusion fee to the District in the amount of One Thousand Dollars (\$1,000) to pay for all administrative costs associated with such meeting.

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Any remaining funds on deposit with the District will either be: 1) returned to the potential Petitioner upon determination not to proceed with an inclusion into the District; or 2) credited toward the Initial Deposit described in Section 3.10.6.2.2 below.

3.10.6.2.2 Exclusion Fee. Concurrent with the submission of a fully executed petition for inclusion, and pursuant to and in accordance with the provisions of §32-1-501(1), C.R.S., the Petitioner shall remit to the Manager the Initial Deposit in the amount set forth in the Schedule of Fees and Charges to pay for all costs associated with the processing of the exclusion. The Initial Deposit shall be non-refundable under all circumstances. All costs, specifically including, but not limited to, legal, management and engineering costs and fees shall be applied to the Initial Deposit. When the amount of the Initial Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount set forth in the Schedule of Fees and Charges be remitted to the District. All work on the exclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the District's consultants, including legal, management and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit remaining is Two Thousand Dollars (\$2,000), the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits. Upon completion of the exclusion process, any unused portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

3.10.6.2.3 Exclusion Agreement. A Petitioner seeking to exclude property from the District shall enter into an exclusion agreement with the District setting forth the conditions of exclusion. The exclusion agreement shall comply with the provisions of these Rules and

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Regulations and shall be substantially in the form provided by the District's legal counsel. Any material deviations from the District's form exclusion agreement shall be approved by the District's Board prior to a public hearing on the petition for exclusion as provided in Section 3.10.6.2.4, below.

3.10.6.2.4 Public Hearing on Exclusion. Notice of a public hearing on the petition for exclusion shall be published in accordance with §§ 32-1-501, *et seq.*, C.R.S. No petition for exclusion may be withdrawn after the date of publication without the consent of the Board. The District shall advise the Petitioner of the date, time and location for the public hearing on the petition for exclusion. The public hearing on the petition shall be conducted in accordance with the provisions of §§ 32-1-501, *et seq.*, C.R.S., and the District shall grant or deny the petition, in whole or in part, with or without conditions at the public hearing. In its sole discretion, the Board may continue the public hearing.

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

3.10.6.2.6 Update of District Map. Pursuant to § 32-1-306, C.R.S., when the District's boundaries have been altered by either an inclusion or exclusion, the District is required to file an updated map of the District's boundaries with various Colorado agencies. The Petitioner shall pay all costs associated with updating

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the District's map for the year in which the exclusion became effective. In the event other inclusions or exclusions became effective in the same year, then each Petitioner shall be responsible for its proportionate share of the costs of the updated map.

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

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

3.10.7.2 Penalties for Tampering. Upon discovery that a District facility or improvement has been altered, disturbed, obstructed or interfered with, the District shall impose a penalty upon the property in the amount set forth in the Schedule of Fees and

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

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

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

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

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

3.11 HEARINGS

3.11.1 APPLICABILITY. The hearing and appeal procedures established by this Section shall apply to all complaints concerning the interpretation, application or enforcement of the Rules and Regulations of the District as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Section shall not apply to complaints arising out of the interpretation of the terms of District contracts or complaints which arise with regard to personnel matters which shall be governed exclusively by the District's personnel rules as the same may be amended from time to time.

3.11.2 COMPLAINTS. Complaints concerning the interpretation, application or enforcement of Rules and Regulations of the District must be presented in writing to the Manager or such representative as s/he may designate. Upon receipt of a complaint, the Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determinations as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) days after receipt of the complaint. Decisions of the Manager which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

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

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hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations. Decisions of the Manager which impact the District financially will not be binding upon the District unless approved by the Board at a regular or special meeting.

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

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

The District Manager or hearing officer shall determine whether clear and convincing grounds exist to alter, amend, defer or cancel the interpretation, application and/or enforcement of the Rules and Regulations that are the subject of the complaint. The decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer or cancel the action shall be borne by the complainant.

- 3.11.5 FINDINGS.** Subsequent to the formal hearing, the District Manager or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) days after the date of the formal hearing.

- 3.11.6 APPEALS.** In the event the complainant disagrees with the findings and order of the District Manager or hearing officer at the formal hearing, the complainant may, within fifteen (15) days from the date of the mailing of the findings and order by the District, file with the District a written request for an appeal thereof to the Board. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. In response, the District shall compile a written record of the appeal consisting of: (1) a transcript of the proceedings at the formal hearing; (2) all exhibits or other physical evidence offered and

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reviewed at the formal hearing; and (3) a copy of the written findings and order. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. Such consideration shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there shall be no right to a hearing *de novo* before the Board.

3.11.7 BOARD FINDINGS. The Board shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the hearing. The Board will not reverse the decision of the District Manager or hearing officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

3.11.8 NOTICES. A complainant shall be given notice of any hearing before the District Manager, the hearing officer or before the Board by certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the complainant shall also be served upon the attorney.

3.12 WATER QUALITY SAMPLE REQUESTS. The District is required to conduct and report on water quality in order to ensure compliance with applicable local, state, and federal water quality laws, in particular regulations promulgated by the CDPHE. Property Owners may request additional water quality sampling. Property Owners shall make such requests on a form to be provided by the District, and shall include all known information as to the nature of the Property Owner's inquiry. The scheduling of such request shall be in the Manager's discretion. The District may charge a water quality sample fee as provided for in the Schedule of Fees and Charges.

3.13 ENFORCEMENT AND REMEDIES FOR NONCOMPLIANCE. Whenever the District determines that any Property Owner has violated or is violating any provision of these Rules and Regulations or a permit issued or approved hereunder, the District may serve upon such Property Owner a verbal or written notice stating the nature of the violation(s). Where directed to do so by the notice, a plan for the satisfactory correction of the violation(s) shall be submitted to the District by the Property Owner, within a time frame as specified in the notice.

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

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

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

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

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

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the steps being taken by the Property Owner to return to the schedule established.

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

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

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

3.13.4 OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY. The Board, or its District Manager, Operations Manager or legal counsel at its direction, shall have all rights and remedies afforded under Colorado law to enforce these Rules and Regulations, including, but not limited to those set forth herein and to pursue all remedies available at law or in equity, all within the sole discretion of the Board.

End of Article.

ARTICLE 4. CONDITIONS OF THE WORK

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

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

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

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

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

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

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

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

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or manufacture of the materials. The inspector is not authorized to revoke, alter or waive any requirements of these Rules and Regulations. Notwithstanding the foregoing, the inspector shall be permitted to temporarily modify, change or amend specific elements of the Standards and Specifications in consultation with the District Engineer and/or Manager if certain field conditions dictate such a deviance from the Standards and Specifications as may be in the best interest of the District under those specific circumstances.

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

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

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

- 4.7 CONTRACTOR'S RESPONSIBILITY FOR WORK.** The contractor shall be responsible for controlling and supervising the work. It shall be the responsibility of the contractor to ensure that all work is constructed in accordance with these Rules and Regulations.
- 4.8 REMOVAL OF UNACCEPTABLE WORK.** Work that does not conform to these Rules and Regulations will be considered unacceptable work. Unacceptable work shall be immediately removed and replaced or otherwise corrected by the contractor at its own expense. If the contractor fails to remove and replace the unacceptable work within a reasonable time, the District may, in its sole discretion, remove and replace the unacceptable work, which removal and reparation shall be charged fully to the contractor.
- 4.9 SCHEDULING OF WORK.** Work shall be accomplished in accordance with a schedule approved by the District. Deviations from the approved schedule shall be made only with written approval of the District.
- 4.10 SAMPLES AND TESTS.** Sampling and testing will be in accordance with standard practices unless methods and procedures are otherwise set forth in these Rules and Regulations.

The contractor shall furnish all samples, tests and reports required by the District to determine compliance of materials with these Rules and Regulations and the Standards and Specifications. The contractor may be required to furnish a written

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statement identifying the origin, composition and process of manufacture of a material.

- 4.11 STORAGE OF MATERIALS.** Materials shall be stored in a manner that insures the preservation of their quality and suitability for the work. Materials shall be stored only in locations approved by the District.
- 4.12 DEFECTIVE MATERIALS.** Materials not in conformance with requirements of these Rules and Regulations or Standards and Specifications will be considered defective and will be rejected. Rejected materials shall be removed from the work site within twenty-four (24) hours.
- 4.13 LOCAL LAWS, ORDINANCES AND CODES.** The contractor shall comply with all current federal, state and local laws, codes and ordinances pertaining to the work being performed. The contractor shall obtain all necessary permits and approvals prior to commencement of the work.
- 4.14 PUBLIC CONVENIENCE AND SAFETY.** The contractor shall erect the appropriate barricades, signs, or other safety measures, provide for adequate drainage around the work, and take other necessary precautions to safeguard the work and the public.
- 4.15 FIRE HYDRANTS.** Fire hydrants shall remain visible from the street and accessible to the Fire Department at all times. No obstructions shall be placed within ten feet (10') in front or sides of a fire hydrant nor three feet (3') in any direction from a fire hydrant.
- 4.16 LOCATION OF EXISTING UTILITIES.** The contractor shall have all underground utilities located by the appropriate utility company prior to commencing work, all in accordance with the Utility Notification Center of Colorado ("UNCC") regulations, §§ 9-1.5-101, *et seq.*, C.R.S., as amended from time to time. The contractor shall avoid unnecessary exposure of underground utilities and shall protect underground utilities from damage due to performance of the work. The contractor shall not hinder or interfere with any person engaged in the protection or operation of underground utilities.

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

- 4.17 PROTECTION AND RESTORATION OF PROPERTY AND SURVEY MONUMENTS.** The contractor shall prevent damage to public or private property adjacent to the work. The contractor at his/her expense shall restore property damaged by the contractor's operations. At least seventy-two (72) hours

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prior to commencing work, the contractor shall give written notice to owners of property that may be affected by the contractor's operations.

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

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

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

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

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

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

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

- Location and spacing of properly planned traffic control devices.
- The duration of construction activities.
- The name and phone numbers of the contractor's designated traffic control supervisor.
- Special notes or information pertaining to traffic control operations.

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

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

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

4.21 USE OF DISTRICT WATER. The contractor may purchase, when available, reasonable amounts of water from the District for construction purposes. Water shall be obtained at points designated by the District. The contractor shall use a meter and backflow prevention device appropriate for the source of water designated by the District. All water obtained from the District's system shall be in accordance with the Schedule of Fees and Charges.

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

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

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

End of Article.

ARTICLE 5. WATER SUPPLY FACILITIES

- 5.1 APPLICABILITY.** All water main construction within the District and all water service line construction connecting to the District's water mains shall be designed and constructed in accordance with these Rules and Regulations and the Standards and Specifications. The requirements stated herein shall apply to new water system construction and to repairs, upgrades and expansions of existing facilities.
- 5.2 TAPPING EXISTING WATER MAINS.** The District shall perform all water taps or by person or persons approved by the District.

End of Article.

ARTICLE 6. LIABILITIES FOR IMPROVEMENTS

6.1 LIABILITIES OF PROPERTY OWNER.

6.1.1 WATER SERVICE LINES. The Property Owner shall own and be liable for any and all damage resulting from the freezing, breakage, leak or other failure of any water improvements installed beyond the curb stop, including, but not limited to, meters, and into the residence, building or other structure. In the event that such water improvements between the curb stop and the structure require repairs, replacement or removal, such work shall be the responsibility of the Property Owner and the Property Owner shall bear all costs associated therewith.

End of Article.

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