

# EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

July 15, 2004

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Notice: Where differences exist between this electronic document and the official Rules and Regulations adopted by the District, the latter shall be considered accurate and controlling. Every effort will be made to correct such discrepancies when they are brought to the attention of the District.

4-14-04: Removed Article 11 "Emergency Water Conservation Regulations"

6-14-04: Amended 8-1-7 to clarify homeowner responsibility to keep meter area clear.

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 1

#### GENERAL

1-1 SCOPE: These Rules and Regulations are promulgated pursuant to the authority granted in Section 32-1-1001 (1)(m), C.R.S., as a comprehensive body of regulations governing the operations of the District, and shall supersede and have priority over any and all informal practices or policies of the District, whether in written form or otherwise.

1-2 PURPOSE: It is necessary for the health, safety and welfare of the residents and owners of property within the District and of the general public to regulate the transmission of drinking water and to comply with all applicable state and federal laws.

1-3 USAGE AND TITLES: All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law shall be construed and understood according to such particular and appropriate meaning. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section or subsection set forth under each heading.

1-4 AMENDMENTS; REPEALS; ADDITIONS: Additions and amendments to and repeals and reenactments of any of the provisions of these Rules and Regulations shall be made by Resolutions of the Board taking such action by specific reference to the Article, Part or Section number hereof. Upon the effective date of any such resolution, the District shall prepare new or reprinted pages incorporating herein the changes so enacted, and such new or reprinted pages shall be prima facie evidence of such action until such time as these Rules and Regulations, as subsequently amended, are readopted as a new set of Rules and Regulations.

1-5 PRIOR OFFENSES, CONTRACTS NOT AFFECTED: Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person, or any contract or right established or accruing before the effective date of these Rules and Regulations.

1-6 SEVERABILITY: Should any one or more sections or provisions of these Rules and Regulations be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

#### 1-7 INCORPORATION OF STANDARDS BY REFERENCE:

1-7-1 District System Specifications. The System Specifications of the District are hereby incorporated into these Rules and Regulations by reference, in all particulars, and made a part hereof as if set forth herein verbatim. Any reference herein to these Rules and Regulations shall be deemed to include all provisions of the System Specifications as well as the provisions of these Rules and Regulations.

#### 1-8 DISTRICT SYSTEM:

1-8-1 Ownership. The District exercises the responsibilities of full ownership of the existing District System and, in the future, shall only accept ownership responsibilities for additional

facilities which have been formally conveyed to and accepted by the District in accordance with Article 6 below.

1-8-2 Operation and Maintenance. The District operates, maintains, repairs, and replaces the District System. Such services include without limitation regular inspections of private premises to insure compliance with these Rules and Regulations, in addition to periodic, systematic inspection and maintenance of District facilities. All inspections, observations, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, observations, testing, or reviews required or authorized by these Rules and Regulations or the System Specifications, or by reason of the issuance of any approval or permit for any work subject to the authority or jurisdiction of the District.

1-8-3 Repair Shut-offs. The District may, without notice and without liability to anyone, suspend service for the purpose of making repairs or extensions to the District System.

1-8-4 Interconnections; Crossconnections. No person shall connect any other water system to any component part of the District System, nor shall water from any other system be introduced or permitted to enter the District system, except with the express written approval of the District under written agreement approved by the Board of Directors. The District may immediately and without notice disconnect any unauthorized crossconnection or interconnection and charge the actual costs thereof, as provided in Article 9, to any person responsible therefor.

1-9 SERVICE OUTSIDE THE DISTRICT: The District has no obligation whatsoever to provide any service outside of its legal boundaries notwithstanding the legal authority of the Board to authorize service consistent with the District's contractual limitations.

1-10 DUTY TO REPORT: Any person (1) who destroys, damages or alters any District facility; or (2) who causes or permits any foreign materials to enter the District System; or (3) who causes any obstruction in the flow of drinking water in any District facility, and any person who discovers, observes, or has reasonable cause to believe that any of the foregoing has occurred, shall immediately report the same to the District.

1-11 NOTICE OF EXCAVATIONS: Any person who excavates in any area where District facilities are located shall give written, personal or telephone notice of the date, extent, and duration of such excavation to the District at least two business days before beginning any such work. The requirement for two days advance notice may be waived by the District in the event of an excavation required due to an emergency.

1-12 PLUMBER'S LICENSE REQUIRED: No person who is not a licensed, bonded plumber or a licensed, bonded service contractor shall connect any service line to the District system. This provision shall not apply to duly authorized District personnel, or to other work on service lines provided that the connection at the District-owned meter is made by a plumber or contractor as described above.

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 2

#### DEFINITIONS

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

2-1 ACTUAL COSTS: All direct and indirect costs attributable to any project or undertaking. Actual costs to the District shall include its engineering, legal, labor, material, equipment, administrative, and overhead expenses, calculated in accordance with the rates set forth in Appendix 1 to Article 7 of these Rules and Regulations and all direct payments to third parties, at cost.

2-2 BOARD or BOARD OF DIRECTORS: The duly constituted Board of Directors of the District.

2-3 CONTRACTOR: Any person who performs any work, either for himself or another, on any water facilities, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.

2-4 DISTRICT: East Boulder County Water District, Boulder County, Colorado, its employees, agents, officers, directors, insurers, and professional consultants.

2-5 DISTRICT SYSTEM: The plant, facilities, systems, assets, and appurtenant property rights owned or directly controlled by the District, excluding service lines..

2-6 LAFAYETTE: The City of Lafayette, Colorado, or its successor in interest.

2-7 EXTENSION: The act of extending or the construction of any District facilities of any kind whatsoever, wherever located, or the facilities themselves, which are intended to or have become a part of the District System upon acceptance by the District.

2-8 IMPROVEMENTS: Any structure, facility, improvement, or building using drinking water.

2-10 MAIN or WATER MAIN: Those pipes and appurtenant facilities used for carrying drinking water along public streets or easements or rights of way deeded or licensed to the District.

2-11 PERMITTED PREMISES: The land area and improvements thereto to which water service is limited under any particular Tap Permit.

2-12 PERSON: Associations, corporations, firms, partnerships and bodies politic and corporate, as well as individuals.

2-13 PROPERTY OWNER: Any person who, whether solely or with others, owns real property within the District. When property is owned by more than one person, the term includes all owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations. For purposes of clarity, the masculine singular pronoun is used in these Rules and Regulations to refer to Property Owner.

2-14 RECORD or AS-BUILT DRAWINGS: A separate set of construction plans marked to indicate completely and accurately the field-installed condition of facility construction in progress, as required by

Section 3.11 of the System Specifications.

2-15 SERVICE LINES: Any water lines or portions thereof located on the property owner's side of the water meter, and intended or used to convey drinking water from the District System to Permitted Premises.

2-17 SINGLE FAMILY EQUIVALENT: The average flow of drinking water used by a single family residence consisting of a statistically average number of persons in a family unit in the Denver metropolitan area as determined by demographic studies or other commonly accepted data such as census information.

2-18 STUB IN: A tap made for the purpose of installing service lines prior to the paving of streets. Such connection shall include fittings necessary to extend the service line to the property line of the serviced property.

2-19 SWIMMING POOL: Any permanently-installed swimming pool of more than 1000 gallons in capacity.

2-20 SYSTEM SPECIFICATIONS: The provisions of the Water System Specifications, as now or hereafter constituted, adopted by the Board of Directors, which prescribe the minimum technical standards and related requirements for the design, installation, construction, operation, use, maintenance, repair and replacement of all sewer facilities, public and private, within the District.

2-21 TAP or SERVICE CONNECTION: The physical connection to a District-owned water meter main which, together with the Tap Permit for same, effects water service to any Permitted Premises.

2-22 TAP PERMIT: The written authority to make a Tap for water service to Permitted Premises from the District System as provided herein.

2-23 USER: Any person who uses or causes the use of drinking water from the District System.

2-24 LAFAYETTE WATER UTILITY ORDINANCE: Article II Sections 120-36 through 120-94 of the Lafayette Municipal Code 1985 and its subsequent revisions.

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 3

#### USER REQUIREMENTS

##### 3-1 SERVICE LINES:

3-1-1 Construction. Separate and independent Service Lines shall be designed, installed and constructed by the Property Owner at his sole cost and expense for every improvement requiring drinking water service. Such Service Lines located on the property shall be designed in accordance with the System Specifications and shall be installed and constructed in accordance with plans and designs approved by the District. The service connection at the District-owned meter must be made only by a qualified, licensed plumber or contractor as described in Section 1-12 of these Rules and Regulations.

3-1-2 Material. Service Lines shall be constructed of Type K copper. Exceptions to this requirement must be approved in writing by the District. A sample exception request which was approved by the Board on June 16, 2001, is [attached](#).

3-1-3 Ownership and Maintenance. The Property Owner shall own the Service Line and be responsible for maintaining, repairing and, as necessary, replacing the entire length of his Service Line on the Property Owner's side of the water meter. Nothing in this section shall obligate the District to effect any repairs or curative work on Property Owner's Service Line.

3-1-4 District Relocation. When proper management, operation, or maintenance of the District System require, the District may, at District expense, relocate the Service Line through which a Property Owner receives water service. All relocated Service Lines shall become the property and responsibility of the Property Owner upon installation or relocation.

3-2 NOTIFICATION OF CHANGES IN USE: Property Owner shall notify the District at any time the use being made of his property materially changes his demands on the district water system.

3-3 RECONVEYANCE OF EASEMENTS: As a condition of continued service to any Permitted Premises, the owner of such premises shall, to the extent of his legal ability, upon written request by the District, reconvey at no cost to the District any and all easements or other property interests used or useful to serve such premises which were not properly conveyed by legal instrument or which may have been lost or extinguished by operation of law such as the result of the foreclosure of any senior lien of any description, or by the failure of any description, or by the failure of the District's title thereto for any other reason.

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 4

#### INCLUSIONS

4-1 REQUIRED SUBMITTALS: Any Person who desires to include his property within the District's boundaries shall submit the following to the District:

4-1-1 Petition. Petitioner shall use the form furnished by the District and must provide all information required thereby. Petitioner must sign the petition exactly as his name appears on the instrument by which he took title to the property. The signatures of all petitioners must be acknowledged in the same manner as provided by Colorado law for acknowledgments on instruments conveying real property.

4-1-2 Survey Drawing. The survey drawing should show the property's exact location, its location in relation to the boundaries of the District, and bear the signature and seal of a professional engineer or land surveyor registered in the State of Colorado. Copies of subdivision plats may fulfill this requirement at the discretion of the District's engineer upon review of such plats. A legal property description and a copy of the deed are also required.

4-1-3 Evidence of Title and Authorization of Signatories. Evidence of title sufficient to assure that the Petitioner has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Petitioner shall furnish such additional information (i.e., partnership agreement, Joint Venture Affidavit as provided by ?38-30-166, C.R.S., etc.) as may be requested by the District in order to determine that the signatories have been authorized by that entity to execute such documents.

4-1-4 Costs Deposit. A deposit to defray the District's costs of reviewing and processing the Petition as provided by and subject to the terms of Article 7.

4-2 PROCEDURE: Following submittal and District approval of the submittals required in 4-1 above, inclusion proceedings shall be conducted as follows:

4-2-1 Feasibility Study. The District shall perform a feasibility study in order to determine whether and under what conditions the property proposed for inclusion can be served by the District System.

4-2-2 Notice of Public Hearing. At the first regular meeting of the Board following approval of the submittals, the Board shall set the date of the public hearing on the inclusion and order notice thereof to be provided according to law.

4-2-3 Public Hearing. The public hearing and the Board decision made pursuant thereto shall be held in accordance with applicable state law.

4-2-4 Conditions. If the Board Order of Inclusion contains conditions which must be met before it is to become effective, the District will ensure that all such conditions have been met before filing the Board Order of Inclusion with the court and applying for a Court Order of Inclusion.

4-3 CONDITIONS OF INCLUSION: The included property and its owners are subject to the following conditions, together with any and all such additional conditions and requirements as may be imposed by the Board:

4-3-1 Rules and Regulations. With respect to all matters affecting or in any way touching upon the allocation or provision of service to the property, the property and its owners shall be bound by and subject to these Rules and Regulations and to the Technical Standards and Specifications, as now or hereafter constituted.

4-3-2 Easements and Rights-of-Way. The Property Owner shall, at no cost to the District, grant and convey to the District any and all easements and rights-of-way within the included property required by the District to serve such property. In addition, the Property Owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of all easements and rights-of-way required by the District to serve such property, whether such easements and rights of way are located within or without the included property. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

4-3-3 Design and Construction. The Property Owner shall, at his sole cost and expense, design, construct, and install all Mains and any other facilities required by the District to serve the included property. All such Mains shall be constructed according to these Rules and Regulations and the System Specifications, and such design construction, and installation shall be subject to inspection and approval by the District.

4-3-4 Conveyance of Facilities. Upon completion of the Mains and any other facilities and approval thereof by the District, the Property Owner shall convey them to the District according to the terms and conditions set forth in Article 6 of these Rules and Regulations.

4-3-5 Service Not Guaranteed. The allocation of Taps for and the provision of service to the included property shall be governed at all times by these Rules and Regulations. The process of including property within the District does not guarantee Service to the included property. The District may be limited in the number of new Taps that may be made to its System because of the allocation policy of Lafayette and the provision of service to the included property may further be limited or delayed indefinitely because of the location or capacity limitations of existing facilities. Accordingly, by including its property within the District, the Property Owner shall be deemed to waive any right, claim, or cause of action of any kind which it may assert against the District based upon the inability of the latter to provide service to the included property.

4-3-6 Enlargement of Structures. No Property Owner may enlarge or extend any portion of his improvements receiving service (including buildings, parking and landscape areas, etc.) into an area outside the boundaries of the District without including such additional property prior to commencing such enlargement or extension.

4-3-7 Inclusion Agreement. Upon District approval of the inclusion, the Property Owner and the District shall enter into an inclusion agreement setting forth substantially the terms and conditions specified in this Section 4-3, together with any other or additional provisions determined by the District relating to the particular circumstances of serving the property.



## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 5

#### SERVICE APPLICATIONS AND PERMITS

**5-1 PERMIT REQUIRED; APPLICATION:** No person shall cause or permit any connection to any District facility without first obtaining a Tap Permit therefor as provided in this Article 5. Any person who desires to obtain new service to property within the District shall make written application therefor at the office of the District upon such forms as may be prescribed and furnished by the District. Such person shall also furnish such additional information about the premises as may be required by the District to calculate the estimated demand of such premises upon the District System. The District will not issue any certificate or other evidence of water availability to any property in lieu of a Tap Permit for that property.

**5-2 APPROVAL STANDARDS; REVOCATION:**

**5-2-1 Approval Standards.** Upon a determination that all of the following conditions exist or have been met with respect to the application, the District shall issue its Tap Permit for the service requested:

- A. The written application and information submitted therewith is accurate, complete, and proper as to form.
- B. The person making application has the authority or consent to do so from the Property Owner.
- C. All applicable fees and charges imposed by or through the District are paid at the time of application.
- D. The property proposed for service is within the legal boundaries of the District and the area authorized for service under the agreement with Lafayette.
- E. The Main on which the Tap will be made has been accepted by the District and all conditions necessary under Article 6 for Conditional Acceptance of District facilities used or useful to serve the Tap exist at the time application for service is made. Prior acceptance of such facilities by the District does not conclusively establish that this requirement is met.
- F. The District system and the Lafayette transmission and treatment facilities are adequate to serve the proposed Tap.

**5-2-2 Conformity with District Standards.** Notwithstanding any other provision of these Rules and Regulations to the contrary, the District may terminate or withhold Tap Permits or approvals for service from any facilities, public or private, which do not conform to District or Lafayette Utility Ordinances, or Standards and Specifications.

**5-2-3 Revocation.** The District may revoke any Tap Permit, before or after the Tap is activated, upon a determination that the application therefor contained false or inaccurate information and, but for such misinformation, the application would have been denied when made.

**5-2-4 Expiration:** Obtaining a Tap Permit from the District does not obligate the Property Owner to activate the Tap.

5-4 NON-TRANSFERABILITY OF TAP PERMIT: Each Tap Permit applies only to the premises identified thereon and is not deemed in any sense to be personal property. No Tap Permit may be transferred from one premise to another without the approval of the District, but a Tap Permit shall be deemed to follow any transfer or sale of the fee ownership of the Permitted Premises.

5-5 MULTIPLE TAPS PROHIBITED: Not more than one separately described parcel of land shall be served by any single Tap, but this provision shall not be construed to require owners of separate condominium units within any one building or group of buildings in the same condominium development to obtain their own separate Taps if the Tap for the entire building or project is of adequate size and is in the name of the owners' association. In the event of a subdivision, sale, or transfer of any part or parts of any separately described parcel of land served by a single Tap, the owner of that part of the Permitted Premises closest to the Tap, following the route taken by the service line, shall be entitled to keep the original Tap, and the owner of each other part shall be required at his sole expense to obtain a new and separate Tap for his part of the property under this Article 5. If there are improvements upon his part of the property which were served by the Tap at the time of the subdivision, sale, or transfer, he shall do so within 30 days of the date of such subdivision, sale or transfer. Any violation of this section shall be deemed an unauthorized Tap or connection to the District System.

5-6 INSTALLATION STANDARDS: Property Owner shall make the Tap at his sole cost according to the conditions of Section 3-1 and subject to the following:

5-6-1 Inspection. No Tap shall be activated until the District has issued a Tap Permit for the premises, and the Tap has been inspected and approved by the District. Property Owner shall notify the District not less than two business days before making a Tap and shall set a time for the District's inspection thereof.

5-6-2 Record Drawing. Property Owner shall supply the District with a record drawing conforming to the District's standards within two weeks after the Tap has been completed, showing the location of the Tap and the service line. This requirement may be waived by the District when an existing service line is used, and the Property Owner has no knowledge of the service line's location.

5-6-3 Cure of Defects. The Property Owner shall, at his sole cost, correct, repair or replace any part or parts of any work performed during installation of a tap which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty. Cure of defects by Property Owner shall be administered and enforced under the Rules set forth in the System Specifications and Article 7 of these Rules and Regulations.

5-7 TAP SIZING; DEMAND CHANGES:

5-7-1 Sizing. The size of the Tap will be 2". Requests for other sizes may be made by petition to the District. These requests will be considered on an individual basis and may be approved or denied by the District.

5-7-2 Demand Changes. Before the effective date of any change in the use of any Permitted Premises which materially increases the water demand, the owner of such premises shall notify the District. Any increase in the System Development Charge for the Permitted Premises shall be determined in accordance with Article 7.

5-8 VOLUNTARY DISCONNECTION: Any Property Owner desiring to have water service

disconnected shall notify the District office a minimum of two business days in advance of the date of disconnection. Property Owner shall arrange to have the District close the valve at the meter location. From and after the effective date of disconnection, the District shall/shall not assess that component of the service charges based on water usage for the property so disconnected, but this shall not relieve the property from liability for non-usage-based service charges, or for District tax levies upon the assessed valuation of the property. No refund shall be made of any previously paid System Development Charge. Any reinstatement of a service disconnected pursuant to this Section shall be treated as an application for new service, except that credit shall be allowed for any Tap Fee previously paid for service at the premises.

5-9 TAP ALLOCATIONS: Taps are allocated to the District by Lafayette, and such allocations are subject to the provisions of the current agreement between the District and Lafayette. Subject to the foregoing and to any other applicable provisions of the said agreement, the District's allocation of Taps from Lafayette shall be allocated and sold within the District on a first come, first served basis.

5-10 EXTRA-TERRITORIAL SERVICE: Nothing in these Rules and Regulations shall limit the District's ability to provide services outside its legal boundaries under such terms and conditions as the Board may determine. Any such service shall be rendered only as permitted by agreement with Lafayette and by written contract approved by the Board. No such contract, however, or the services rendered pursuant thereto shall be construed to impose upon the District any obligation to provide other service outside of its legal boundaries, nor shall the existence of such contract or the services rendered in connection therewith constitute an offer by the District to serve outside of its boundaries generally.

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 6

#### MAIN EXTENSIONS

6-1 APPROVAL REQUIRED; IMPROVEMENTS AGREEMENT: No Property Owner or Developer shall construct or install an extension to any District line or main within the jurisdiction of the District without the prior written approval of the District, following formal application therefore, upon compliance with these Rules and Regulations. Property Owner shall enter into a written Improvements Agreement, and where applicable, other required agreements with the District setting forth additional terms and conditions applicable to the extension of any District line or main.

6-2 LOCATION: All extensions shall be located only in rights-of-way or easements deeded to the District, or in roads or streets which a city, county, State Highway Department, or other public agency has accepted for maintenance as a public right-of-way.

6-3 DEEDED RIGHTS-OF-WAY AND EASEMENTS: Deeded rights-of-way or easements necessary for extensions not located in public rights-of-way shall, if located within property owned or under the control of the Property Owner, be granted at no cost by Property Owner to the District at such time and upon such terms as the District may reasonably require. In addition to the requirements set forth in the System Specifications, Property Owner/Developer shall comply with the following minimum requirements in connection with all such grants:

6-3-1 Legal Description. Property Owner/Developer shall furnish the District with a legal description of all right- of-way or easement parcels to be granted by any single conveyance instrument, consisting of a printed legal description, certified by a land surveyor registered in the State of Colorado, and an accurate survey drawing of each parcel, including north arrow and scale, tying each parcel to a survey land corner or corner of a platted parcel of land.

6-3-2 Evidence of Title. Property Owner/Developer shall furnish suitable evidence of title, consisting of a commitment for or a title insurance policy, an attorney title opinion, or a written ownership and encumbrance report, dated within 30 days before the date of submission to the District. Evidence of title must show all current mortgages and deeds of trust, liens, and other encumbrances against the property.

6-3-3 Release of Encumbrances. The District may, at its discretion, require a properly executed and acknowledged release to exempt any easement or right-of-way parcel from the lien of any mortgage or deed of trust. If so required, the District will not accept the extension(s) or other facilities for maintenance until it receives all required releases. The District reserves the right to require additional or supplemental evidence of title when the release is recorded.

6-4 RIGHT OF WAY ACQUISITION COSTS: Property Owner/Developer shall be responsible for and pay, directly or indirectly, or reimburse District for, all costs and expenses of whatever kind associated with the acquisition and approval of all easements and rights-of-way necessary to extend service from existing District facilities to the boundary of the property to be serviced pursuant to the Improvements Agreement. These expenses may include all those costs and expenses associated with and incurred by the District in any condemnation action, including costs of real estate appraisals, expert witness fees, and attorneys' fees, but this requirement shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

**6-5 DESIGN AND CONSTRUCTION:** Property Owner/Developer shall at his sole cost and expense design, construct, and install all extensions, including without limitation frontage extensions, reasonably required by the District to serve the subject property. All such work shall be in conformity with and subject to the District's Master Plan and to applicable rules, regulations, standards, and specifications, and in accordance with the terms and conditions of any applicable extension agreement or subdivision service agreement authorized herein.

**6-6 PLAN REVIEW AND APPROVAL:** No construction of any extension shall begin until after the plans and design therefor have been submitted to, and reviewed and approved by the District and Lafayette as conforming with the District's Master Plan and other applicable standards, and a preconstruction meeting has been held. The District shall inform Property Owner/ Developer in writing of the reasons for any disapproval. Upon approval of the plans and design, the District will schedule the preconstruction meeting.

**6-7 CONSTRUCTION OBSERVATION:** Property Owner/Developer shall notify the District at least two business days before commencing construction and at any and all other times specified by the District for observation, inspection or testing in any plan approvals or otherwise.

**6-8 MAINTENANCE AND REPAIR:** After acceptance of the Main Extension, District shall be solely responsible for all routine maintenance and Property Owner/Developer shall be solely responsible for correction of any and all defects in the extension during a warranty period of 12 months:

6-8-1 Subsidence. During the warranty period, Property Owner/Developer shall, at his sole cost, correct any soil subsidence or erosion which the District determines occurred in connection with or as a result of construction of the extension prior to conveyance to the District or during the warranty period.

6-8-2 Cure of Defects. During the warranty period, Property Owner/Developer shall, at his sole cost, correct, repair or replace any part or parts of the extension which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty.

**6-9 DISTRICT EXTENSIONS:** The District reserves the right to extend its lines or construct new mains in situations which it determines may be in the best interests of the District and its constituents, upon such terms and conditions as the District may reasonably determine.

**6-10 REIMBURSEMENT:** In those cases where a Property Owner has entered into an Improvements Agreement according to Section 6-1 and constructed at his cost a main extension, the District may also enter into a Reimbursement Agreement with the Property Owner. The reimbursement agreement is intended to make it possible for the Property Owner to recover part of the cost of the extension if the extension provides other service to the District or to other property owners served by the District. The conditions of this Reimbursement Agreement are defined in a separate document available from the District.

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 7

#### FEES AND CHARGES

##### 7-1 GENERAL:

7-1-1 Purposes. The purpose of the fees and charges provided in this Article is to provide for the payment of all actual costs of operating, maintaining, repairing, replacing, and expanding the District System, including the funding of reasonable reserves to accomplish any or all of said purposes in the future, and for contingencies. All such fees and charges shall be based upon the approximate cost of providing the service for which such fees and charges are made and have been determined by the Board of Directors to be reasonable and necessary for the recovery of all such costs.

7-1-2 Liability. The fees and charges provided in these Rules and Regulations are the personal, joint and several obligation of the owners of the property for which service is furnished or the charge is made, but the full amount of any such fees and charges shall also be a perpetual lien against any such property, as provided by Section 32-1-1001(1)(j), C.R.S. The District assumes no responsibility for any agreement made between Property Owners and tenants, regardless of how made and regardless of whether the District has notice thereof. Notwithstanding the foregoing, however, any Plan Review, Observation/Inspection, or Disconnection/Reconnection Fee shall also be the personal obligation of any person who orders or requests the District to perform such work, even though such person may have acted in a representative capacity when doing so.

7-1-3 Schedule of Fees and Charges. The Board shall establish by resolution a schedule of fees and charges authorized by these Rules and Regulations, such resolution to remain in effect until modified by passage of a subsequent resolution establishing a new schedule of fees and charges.

##### 7-2 SYSTEM DEVELOPMENT CHARGES.

###### 7-2-1 District System Charge.

A. There is hereby imposed a System Development Charge calculated as set forth in the Schedule of Fees and Charges, which shall be due and payable in full at the time application for a Tap Permit is made.

B. Administrative Fees. In order to defray the costs and expenses incurred in processing Tap applications, issuing Tap Permits and maintaining accurate records in connection with Tap sales, there is hereby imposed an administrative fee per Tap, regardless of size. Such fee is in addition to any and all other fees and charges imposed by the District, and shall be paid in full at the time application for the Tap is made.

C. Refunds. The District will not refund a System Development Charge or other charges collected in association with a Tap Permit.

7-3 MAIN EXTENSION REVIEW/OBSERVATION FEES: Any person who is required to obtain District review of plans or design or District observation of construction in connection with a Main Extension shall pay a review/observation fee. Such fee shall be paid in full at the time the plans or design are presented to the District for review.

7-4 OBSERVATION/INSPECTION FEE. Any person who is required to obtain District construction observation other than in connection with a Main Extension shall reimburse the Actual Costs incurred by the District for such observation or inspection. If required by the District, such person shall deposit an amount reasonably estimated by the District to cover the fee for such observation when the request for or notice of the needed observation is made. Any unused portion of the deposit will be refunded, and any deficit will be invoiced to the person liable therefor within 30 days after the observation.

7-5 SERVICE CHARGES:

7-5-1 District. There is hereby imposed upon each and every Permitted Premises served by an active Tap within the District a Service Charge.

7-6 INCLUSION/EXCLUSION FEES: Any person who petitions for inclusion of his property into or exclusion of his property from the District shall pay the following fees and charges in connection therewith:

7-6-1 Processing Fee. A processing fee shall be paid in full at the time the inclusion or exclusion petition is filed with the District. Such fee is payable regardless of whether the property is actually included or excluded.

7-7 DISCONNECTION/RECONNECTION CHARGES: Whenever any water service is physically disconnected, interrupted, or reconnected by the District for any reason, the Property Owner or any other person liable therefor shall reimburse the actual costs incurred by the District for such work.

7-8 METER TESTING FEES: If the Property Owner requests a meter test to determine the meter's accuracy, the District shall charge a fee for such testing only if the meter is determined to be accurate. The amount of the Meter Testing Fee shall be determined in accordance with the schedule established by the District. If the meter is not working properly and needs repair, there will be no charge assessed for testing or repair.

7-9 CONSTRUCTION WATER CHARGE: A non-refundable construction water charge shall be paid when the applicant for a new water service desires to have water service available at the premises for construction use prior to the time a meter may be properly set and protected from damage. Payment of the construction water charge will enable the premises to receive unmetered water service for construction until the service is activated, or the permit for service has expired, whichever occurs first. Occupancy of the premises shall not occur until a meter has been installed. The non-refundable construction water charge shall be established by the District from time to time according to the size of the service and the applicable rate schedule. The construction water charge shall be uniform according to the foregoing criteria, and shall be sufficient to generate the revenue estimated to have been collected if a meter had been installed.

7-10 CURE CHARGES: Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules and Regulations, any person who is responsible under these Rules and Regulations to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the actual costs incurred by the District for such undertaking.

7-11 CIVIL FINES PASS-THROUGH: Any person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by federal, state, county, or municipal authorities shall be fully liable to the District for the total amount of the fine so assessed.

7-12 DELINQUENCY CHARGES; COLLECTION COSTS; LIEN: Full payment of any and all fees or

charges imposed or assessed by the District is due upon presentation of the District's invoice, unless these Rules and Regulations provide otherwise for notice or payment of any specific charge. The invoice shall be conclusively deemed presented to a Property Owner if personally served upon him, or if mailed postage prepaid by first class mail addressed to the service address of the property or any other address for the Property Owner known to the District. Any amount so invoiced or otherwise due and payable will become delinquent 30 days thereafter, and the full amount of any delinquent balance shall thereafter bear interest at the rate of one percent (1.0%) per month, compounded monthly. Further, the District may impose a penalty and add the same to any unpaid indebtedness after 60 days from the invoice or due date. Any person liable for such fees and charges shall also be obligated to pay any and all costs of collection, including reasonable attorney fees and court costs, actually incurred by the District. Until paid, all rates, tolls, fees, charges, interest, penalties, and costs of collection shall constitute a perpetual lien on or against the property served.

7-13 WITHHOLDING APPROVALS AND PERMITS: Notwithstanding any provision of these Rules and Regulations to the contrary, the District may withhold permits, approvals, or other authorizations from any person until all sums then due to the District from such person are paid in full.

7-14 RIGHTS AND REMEDIES PRESERVED: Nothing in this Article 7 shall be construed as a limitation or as an alternative to any right or remedy of the District regarding collections, termination of service, or other enforcement rights and remedies set forth in Article 9.



## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 8

#### PROHIBITIONS

8-1 GENERAL: It shall be unlawful for any person to cause or to attempt to cause, or to permit, solicit, aid or abet any other person to cause or attempt to cause, by act or omission, any of the following:

8-1-1 Failure to comply with Rules and Regulations. Failure or refusal to comply with any requirement imposed in these Rules and Regulations.

8-1-2 Unauthorized Connection. Make any connection to any District facility without all District Permits required therefor by these Rules and Regulations.

8-1-3 Unauthorized Use of Water. Use of water from the District facility other than through a Permitted Premises water meter or for any purpose on other than the Permitted Premises. Exceptions to this prohibition must be approved in writing by the District.

8-1-4 Unauthorized Entry. Opening of or entry into any District facility without District authorization.

8-1-5 Foreign Materials. The unauthorized entry of any materials or substances into any water facility, public or private.

8-1-6 Interconnections; Crossconnections. Any physical connection between the District System and any other water system, including private water systems, without the written approval of the District.

8-1-7 Right of Way/Easement Violations. Constructing, installing, or placing any structures or improvements of any kind, surface or subsurface, temporary or permanent, or planting any tree, woody plant or nursery stock of any kind within the boundaries of any District Right of Way or Easement in violation of the terms or conditions of such Right of Way or Easement, without express written authorization from the District. For the purposes of this provision, the term "structures" includes but is not necessarily limited to improved walkways, roads, curbs, gutters, sprinkling systems, other utility facilities including those for cable TV, fences, walls, pools, ponds, water features, athletic playing fields or courts, and any and all earthen improvements such as berms and grades providing lateral support to any building or other structure, whether or not such structure is itself within the boundaries of the Right of Way or Easement. *Any above ground portion of the District system that is located on private property, e.g., meter and valve covers, must be kept accessible at all times. Additional soil can not be placed on, or around, these above ground elements. The property owner may landscape the area around the above ground elements if desired, but not in any manner that affects the accessibility (physical proximity) to the above ground element for meter reading or repair. If repairs are necessary, and landscaping must be altered by the District in its operations or repairs, the property owner is responsible for any restoration of the landscaping. (Italics indicate June, 2004 addition)*

8-1-8 Interference. Any interference with employees or agents of the District in the performance of their duties.

8-1-9 Tampering. Bypassing, breaking, damaging, destroying, removing, uncover-ing, altering, defacing, or otherwise tampering with any portion of the District System.

8-1-10 False Official Statement; Report. The making or filing with the District of any statement, report or application which he knows or has reasonable cause to know is false or substantially inaccurate, or the omission of any material fact in connection with such statement, report or application when the omission leaves the remainder of the information given misleading or substantially inaccurate.

8-2 SEPARATE VIOLATIONS: For the purposes of this Article 8, a separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue.

NOTE: The following State Statutes are potentially applicable. Any suspected violation may be reported to the applicable law enforcement agency and prosecuted in State Courts:

18-4-401 Theft

18-4-501 Criminal Mischief (Damages or destruction of property)

18-4-503 & 504 Trespass

18-5-505 & 506 Tampering (Interruption of Service; unauthorized connection)

18-8-102 Obstructing Government Operation

18-8-106 Refusing Inspection

18-8-111 False Reporting

18-8-113 Impersonating Public Servant

18-8-114 Abuse of Public Records

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 9

#### ENFORCEMENT AND ADMINISTRATION

9-1 DISTRICT AGENTS AND REPRESENTATIVES: The District President and any other employee or agent of the District designated by the District President shall have full authority to act for and on behalf of the District in any matter affecting the administration or enforcement of these Rules and Regulations.

9-2 RIGHT OF ENTRY FOR INSPECTIONS: Duly authorized representatives of the District or of Lafayette, bearing proper credentials and identification, shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling, and testing in connection with the enforcement and administration of these Rules and Regulations.

9-3 SUSPENSION OR TERMINATION OF SERVICE: In addition to and without waiving any other available remedy, the District shall have and may exercise the right to suspend or terminate service to any property where or as to which a violation of these Rules and Regulations, or of any permit, approved plans or applicable contract, or of any standard imposed by or through the Lafayette Code, occurs or continues, in accordance with the following:

9-3-1 Immediate Suspension/Termination. The District may immediately terminate service upon revocation of any Tap Permit, or suspend service when such suspension is necessary in order to stop or prevent an actual or threatened condition which presents or may present an imminent or substantial endangerment to the property, health or welfare of any person or the general public or to the environment, or causes interference or damage to District or Lafayette facilities, or causes the Lafayette Treatment Plant to violate any condition of its permit.

9-3-2 Notice and Opportunity for Hearing.

A. When it appears that any fees or charges imposed under these Rules and Regulations become delinquent, or that any other cause for suspension or termination of service exists, the District may mail or deliver to the owner of the property where or as to which the deficiency occurs, at the service address or a known current mailing address for the Property Owner of the affected property, a notice advising him of the following: (1) the alleged deficiency; (2) that water service to the property will be suspended or terminated on account of such deficiency on a date not less than 30 days from the date of the notice unless the stated deficiency is sooner cured; (3) that he has the right to a hearing at which he may be heard concerning the alleged deficiency; and (4) that he must request the hearing in writing before the suspension or termination date specified in the notice if he desires the hearing to be held. Posting the notice conspicuously at the service address shall constitute delivery thereof to Property Owner.

B. If the Property Owner does not cure the stated deficiency or request a hearing within the time provided, the District shall forthwith order the service to be suspended or terminated, as appropriate.

C. If the Property Owner makes timely written request for hearing, the District President shall promptly schedule and hold such hearing, The District President shall state the reasons supporting his decision. Suspension or termination of service shall be stayed until the

District President holds the hearing and renders his/her decision.

D. Upon an adequate showing of mitigating circumstances by the Property Owner, the District President may extend the stay for up to 10 days following the date of his/her decision. If the deficiency is not cured as required within such period, the District shall forthwith order the service suspended or terminated, as appropriate.

9-3-3 Execution of Order. Any person notified of a suspension or termination of service shall immediately stop or eliminate the use of water from the District system on the property affected by such order on the effective date of the suspension or termination. The District may take such steps as deemed necessary, including a physical interruption or disconnection of service, in order to enforce the suspension or termination order.

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

9-3-5 Reinstatement of Suspended Service. Any suspension order shall be rescinded by the District President upon a determination that the deficiency forming the basis for such suspension order has been cured and that no further or other nonconforming conditions or uses of the District system are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection charge and the District President's reasonable estimate of any applicable Reconnection Charge, and any and all other amounts then due to the District from such person.

#### 9-4 CURE OF VIOLATIONS:

9-4-1 Order to Cure. If the District determines that any water facilities are not in conformity with these Rules and Regulations or that the terms of any Right of Way, easement or other agreement between the District and a Property Owner are being violated, it may give written notice thereof to the Property Owner at the service address or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the Property Owner at his cost to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work.

9-4-1 District Cure at Owner Cost. If the Property Owner fails within the specified time following such notice to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the Property Owner for its actual costs incurred in connection therewith, calculated in accordance with the rates set forth by the District. Those provisions applicable to invoicing and collection of fees and charges shall apply to any charges assessed to the Property Owner under this section.

9-5 APPEALS: Any orders, directives or decisions of the District relating to the administration or enforcement of these Rules and Regulations may be appealed, in writing, to the Board of Directors, within ten days of the effective date of the order, directive or decision.

9-6 PENALTY CHARGES: For the purposes of defraying the District's costs and expenses incurred in discovering, investigating, curing, and repairing the consequences of violations of applicable requirements, and in order additionally to deter persons from committing such violations, there is hereby

imposed upon any person who the District finds and determines causes, or attempts to cause, or who permits, solicits, aids or abets any other person to cause or attempt to cause, by act or omission, any of the violations set forth below the penalty charge set forth for such violation. For the purposes of this section, it shall be rebuttably presumed that the owner of the property where or upon which such violation exists, or of property which directly benefits from such violation, is the person who caused or permitted the same to occur. A separate and distinct violation shall be deemed committed upon each day or portion of thereof that any such violation shall occur or continue. Those provisions of Article 7 applicable to invoicing and collection of fees and charges shall apply to any and all charges imposed under this section.

9-6-1 Unauthorized Connection. Any connection made to the District System without a proper Tap Permit therefor: \$1000.

9-6-2 Unauthorized Use of Water. Use of unmetered water from the District facility or use on other than the Permitted Premises: \$1000.

9-6-3 Interference, Failure to Permit Inspection. Interfering with the employees or agents of the District in the performance of their duties, or refusing to permit District employees or agents to inspect the premises: \$150.

9-6-4 Tampering. Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System, obstructing the flow of water in the District System, or obstructing access to District facilities: \$2000.

9-6-5 Easement Violations. Placing any prohibited plant or structure within the boundaries of any District right-of-way or easement, in violation of 8-1: \$150.

9-6-6 Unauthorized Entry. Entering any portion of the District System without authorization: \$25.

9-6-7 Violation of Stop Work Order. Performing or continuing to perform any work in violation of a Stop Work Order: \$500.

9-6-8 Failure to Provide Record Drawings. Failing to furnish record drawing of Taps as installed: \$100.

9-6-9 Violation of Suspension/Termination Order. Failure to stop or eliminate the use of District water on a property affected by an Order suspending or terminating service to such property: \$100.

9-6-10 False Official Statement. Making or filing with the District any statement, report or application which the person making or filing same knows or has reasonable cause to know is false or substantially accurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate: \$500.

9-6-11 Failure to Notify of Excavations. Failing to notify the District of excavations in the area of subsurface District facilities at least two business days before beginning such excavation: \$25.

9-6-12 Failure to Comply with Irrigation Restrictions. \$250 first violation, \$500 second violation. Subsequent violations result in installation of a flow regulator. [Added 5/02]

9-6-13 Water Usage Offenses. First offense, \$100; second offense \$250; third and subsequent offenses \$500. [Added 5/02]

9-7 CIVIL DAMAGES: In addition to and without waiving any other available remedy, the District may recover civil damages from any person liable under the laws of the United States or the State of Colorado to the District as a result of any violation of these Rules and Regulations or other unlawful act or omission. Such damages shall include the District's actual costs of discovering, investigating, curing, mitigating and repairing the consequences of such violation or other unlawful acts or omissions, calculated according to the rates set forth in Appendix 1 to Article 7.

9-8 INJUNCTIVE RELIEF: In addition to and without waiving any other available remedy, the District may seek injunctive relief from any act or omission which violates these Rules and Regulations, or which otherwise jeopardizes the property or health of any person, including the District.

9-9 REMEDIES CUMULATIVE: The remedies available to the District under these Rules and Regulations, and under the laws of the State of Colorado shall be deemed cumulative, and the utilization by the District of any single such remedy or combination thereof shall not preclude the District from utilizing any other remedy or combination thereof.

## EAST BOULDER COUNTY WATER DISTRICT RULES AND REGULATIONS

### ARTICLE 10

#### INTERCONNECTION AND CROSS-CONNECTION CONTROLS

**10-1 INTERCONNECTION CONTROL -- SEPARATE SYSTEMS:** The water from the District System and water from unapproved sources shall be distributed through systems entirely independent of each other. Interconnection between such systems is prohibited.

**10-1-1 Interconnection-Approved Systems:** The District System and approved systems may be interconnected only under written agreement between the District and the owner of the approved system. The physical connection between the two systems shall be a swing connection, a removable spool, or other arrangement approved by the District and in conformity with District Engineering Standards.

**10-1-2 Approved System -- Definition:** With regard to interconnections between systems, the term "approved system" shall mean any potable water supply which has been investigated and approved by the District. Approved systems will be monitored regularly and approval may be withdrawn for good cause.

**10-1-3 Cross-Connection Control:** Any backflow into the District's system is prohibited. All devices which have an effect on inter-connection and cross-connection control shall be approved by the District and done in accordance with District Engineering Standards.

**10-1-4 Dual Supply Premises:** A license for water service will not be issued to serve premises supplied with an auxiliary water supply, unless the owner of such premises enters into an agreement, binding upon the owner and any successors, not to make or permit any cross-connection between the water supplied from the District system and any other supply for or upon such premises.

**10-1-5 Cross-Connections -- Definitions:** Definitions for all terms pertaining to cross-connections and cross-connection procedures and devices are as found in the then-current Engineering Standards of the District.

**10-1-6 Backflow Prevention Devices:** No water service connection will be installed or maintained by the District unless the water supply is protected as required by the Engineering Standard. Water service to any premise will be discontinued if a backflow device that is required is not installed, tested and maintained, or if it is found that a backflow prevention device has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until all such conditions or defects are corrected.

**10-1-7 Access for Inspections:** The customer's system will be open for inspection at all times to authorized representatives of the District to determine whether cross-connections or other structural or sanitary hazards exist. When such a connection becomes known, the District will give notice in writing to the customer to install an approved backflow prevention device(s) in conformance with this Engineering Standard. If, from any inspection, it is determined that a condition may create a danger to the health and well-being of a water customer, then, without further notice, the District will deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition in conformance with District requirements.