

RULES AND REGULATIONS
OF
EAST ALAMOSA WATER & SANITATION DISTRICT
P.O. BOX 1092
ALAMOSA, COLORADO 81101
REVISED 2016

ARTICLE I

1.0 **INTRODUCTION:**

EXPLANATORY MATERIAL:

1.1 **SCOPE:** These regulations are adopted pursuant to those powers specifically granted by the Special District Act as adopted by the State of Colorado and are determined to be necessary and proper in order to carry out the objectives and purposes of the District. The authority of the District to adopt by laws, rules and regulations is expressly conferred by the Special District Act. The Board of Directors for the District expressly finds and determines that the adoption of the following rules, regulations and by laws is necessary for the health, welfare, security and public safety of the inhabitants of the District and insures the orderly and uniform administration of the business and governmental affairs of the District. It is intended that these rules, regulations and by laws shall be liberally construed to effect the general purposes set forth herein and that each and every part is separate, distinct and severable from all other parts. Nothing contained herein shall be construed as to prejudice, limit or affect the right of the District to secure the full benefit and protection of any laws which are now or hereafter may be enacted pertaining to local improvement and/or service district.

1.2 **DEFINITIONS:** Unless the context indicates otherwise, the meaning of terms used herein shall be as follows:

1.2.1 **“Board”** and **“Board of Directors”** shall mean the governing body of the EAST ALAMOSA WATER AND SANITATION DISTRICT.

1.2.2 **“District”** shall mean the EAST ALAMOSA WATER AND SANITATION DISTRICT.

1.2.3 **“Shall”** is mandatory; **“May”** is permissive.

1.2.4 **“Person”** shall refer either to the singular or plural and shall include any individual, firm, company, society, corporation or group.

1.2.5 **“Customer”** shall mean any person, corporation, or governmental agency authorized to connect to the public water and/or sewer under a permit issued by the District.

1.2.6 “**Contractor**” shall mean any person authorized by the District to perform work and to furnish material therefore within the District.

1.2.7 “**Permit**” shall mean the written authorization by the District to connect to the water and/or sewer main of the District pursuant to these Rules and Regulations.

1.2.8 “**Developer**” shall mean any person who owns land and is subdividing the land for resale and seeks to have the land served by the District.

1.2.9 “**Unit**” shall mean a structure used for either residential and/or commercial purposes. If a structure contains more than a single residence or business, each residence or business is considered a separate and distinct unit requiring its own tap and subject to a monthly service fee.

1.2.10 “**Tap**” or “**Connection**” shall mean the connecting of the service line to the District’s main line.

1.2.11 “**Tap Fee**” shall mean the fee charged by the District for the privilege of having water and/or sewer service available to customers. “**Connection fee**” shall mean the charge for the physical “tap” to the District Main Lines.

1.2.12 “**Water and/or Sewer Main**” shall mean any pipe, system of piping and appurtenances used as a conduit for water or sewage, owned by the District. This definition **specifically excludes** any service line connected to the water or sewer main owned by the customer.

1.2.13 “**Service Line**” shall mean a line which connects the structure(s) serviced to the District’s main line.

1.2.14 “**Service Fee**” shall mean the monthly service charge assessed by the District for providing access to the System, for either water or sewer services.

1.2.15 “**Sanitation or Sewage System**” shall mean all facilities owned by the District or jointly owned with the City of Alamosa which are used for collecting, pumping and disposition of sewage.

1.2.16 “**Water System**” shall mean all facilities owned by the District or jointly owned and operated with the City of Alamosa and used for treatment, distribution, storage and metering of drinking water. This definition specifically excludes any service line owned by the customer and connected to the water main owned by the District.

1.2.17 “**Improved property**” shall mean a parcel, lot, or tract of land which contains one or more buildings.

1.2.18 “City” shall mean City of Alamosa, its employees and its governing board.

1.2.19 “Facilities” means the public water and sewer lines and all appurtenances and accessories.

1.2.20 “Owner” is the person or entity holding title to the property in fee simple or pursuant to a land installment contract. The “owner” may designate someone to act as his attorney-in-fact pursuant to a duly executed written power of attorney.

ARTICLE II

RULES AND REGULATIONS:

2.0 OWNERSHIP AND OPERATION OF FACILITY:

2.1 **POLICY:** In accordance with these Rules and Regulations, the District assumes responsibility for the sound and economical operation and maintenance of the water and sewer mains, pumping facilities for the sewage collection system and for the water distribution system. It is the express declaration of the District that it is neither liable nor responsible for inadequate treatment of sewage nor for inadequacies in the distribution of water or interruption of services brought about by circumstances beyond its control, acts of God, natural catastrophes or negligence on the part of the customer. **NOTHING CONTAINED IN THESE REGULATIONS IS TO BE CONSTRUED AS A WAIVER OF IMMUNITY CONFERRED BY THE COLORADO GOVERNMENTAL IMMUNITY ACT. §24-10-110, C.R.S.**

2.2 **LIABILITY:** No claim for damages shall lie against the District from blockage in the system caused by the backup of effluent; from “smoking” of the lines to determine drainage connections to District lines; from breakage of lines, from injuries to persons or property growing out of the maintenance or operation of any portion of the water and/or sewage system, nor from interruption of water and/or sewer service, unless such damages arise from the negligent or intentional acts of the District, its employees and/or agents, or such damage as may be caused by the defective design, and/or negligent operation or maintenance of the system owned by the District. The District assumes no responsibility for damages arising out of the maintenance of service lines installed or maintained by private landowners.

2.3 **OWNERSHIP:** All existing and future water and/or sewer mains and individual water meters which are connected and form an integral part of the sewage and water systems shall become and are the property of the District. Said ownership will remain valid whether the water and/or sewer mains are constructed, financed, paid for, or otherwise acquired by the District, or by other persons. That portion of all existing and future service lines extending from the main line to each unit or building for each customer connected with and forming an integral part of the district water and/or sewer system shall become and are the property of the customer.

2.4 **POWERS AND AUTHORITY OF AGENTS:** The authorized representatives of the District (including employees of the City of Alamosa) and District employee(s) shall be permitted to enter upon all properties within said District for the purpose of inspecting, observing, measuring, sampling and testing, in accordance with these Rules and Regulations. Cooperation with the authorized representative of the District for the purposes as are herein enumerated or for the purpose of maintaining any lines owned by the District shall be a condition of obtaining continued service from the District. Any individual who denies access to the District or to its authorized agents, including the employees of the City of Alamosa may be subject to termination of services. It is expressly declared that the District shall not assume any liability, for any unauthorized acts of its representatives, including any work performed or not performed on customer service lines, equipment and plumbing.

2.5 **GENERAL OPERATIONS:** All powers, privileges and duties vested in or imposed upon the District by law shall be exercised by and through the Board of Directors. The Board may delegate to officers and employees of the District any or all executive, administrative and managerial powers. The District's employees or agents shall submit periodic formal reports so as to inform the Board of the ongoing operational status of the District's property and system infrastructure.

2.6 **POWERS OF THE BOARD:** Without prejudice to the general powers conferred by law it is hereby expressly declared that the Directors shall have the following powers and duties:

- (a) From time to time to make and change these Rules and Regulations for the management of business and affairs of the District.
- (b) To confer by resolution upon any appointed officer of the District the power to choose, remove or suspend employees or agents, upon such terms and conditions as may seem fair and just and in the best interest of the District.
- (c) To determine and designate who shall be authorized to make purchases, sign receipts, endorsements, checks, releases and other documents.
- (d) To aid in financing regional studies, plans and agreements relating to water and sewer matters.
- (e) To enter into contracts with other governmental entities as is authorized by law and which is of mutual benefit to the constituents of the various governmental entities.
- (f) To establish fees & rates for services provided by the District and to levy such assessments and taxes as are necessary for the operation and maintenance of District services and facilities.
- (g) To approve any and all contracts on behalf of the District unless delegated to the District Administrator.

2.7 **INDEMNIFICATION OF THE BOARD:** Any person who at any time shall serve, or shall have served, as director or officer of the District, and the heirs, executors and administrators of such person, shall be indemnified by the District against all costs and expenses (including but not limited to counsel fees, amounts of judgment paid and

amounts in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding whether civil, criminal, administrative or other, in which he/she or they may be involved by virtue of such person's being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to:

- (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties as such director or officer, or
- (b) any matter settled or compromised, unless, in the opinion of the Directors, there is reasonable ground for such person's being adjudged liable for negligence or misconduct in the performance of his duties as director or officer, or
- (c) any amount paid or payable to the District by other enterprises. The foregoing indemnification shall be deemed exclusive of any other rights to which those indemnified may be entitled under any law, agreement or otherwise.

2.8 **OFFICE:** The Board by resolution may designate and locate and relocate its executive and business office as needed to conduct the business of the District.

2.9 **MEETINGS:** The Board shall establish the regular meetings calendar at its first meeting of each calendar year. The meeting calendar shall be posted at such places designated as the official public notice sites.

ARTICLE III

3.0 **USE OF THE WATER AND/OR SEWER SYSTEM:**

3.1 **REQUISITES:** Before any connection is made to the public water or sewer system, a permit shall be obtained from the District and all required fees, costs and charges therefore shall be paid as established by the Board. Application for such permit shall be made to the District on the form or forms furnished for such purpose by the District. The application form shall be signed and submitted by the owner of the property for which services requested.

3.2 **INDEPENDENT CONNECTIONS:** Each parcel and/or unit of land which is considered as improved property shall have an independent connection to the facilities of the District for each residential or commercial structure. Each separate structure shall be serviced by its own distinct service tap for both water and sewer services. Where a parcel of land has more than one separate building thereon, each separate building shall be independently connected and served. Where a parcel of land has a building with more than one business in that building, each business shall have its own separate service and each business will be required to have its own service line and metering device.

3.2.1 All connections to the District's water system must be made in compliance with the Backflow Prevention and Cross-Connection regulations as adopted by the Board of Director's pursuant to Resolution #2016-02. The Backflow and Cross-Connections

regulations are hereby incorporated in these regulations as if they were set forth and described in full.

3.3 **UNAUTHORIZED CONNECTIONS:** Any and all connections to the District's water or sewer mains without first obtaining the approval and consent from the District's Board of Directors or from the District's Administrator, shall be unlawful and subject to criminal prosecution. If any person shall violate the rules relative to the connection and repair of service lines, such connections to the water or sewer system, shall be summarily disconnected by the District Administrator or his/her designee at the expense of the person making such unauthorized connections. All costs of disconnection until paid shall constitute a perpetual lien against such property. Any contractor who shall make such unauthorized connection shall be prohibited from doing any work within the District.

3.4 **DISCONNECTION:** No service line connected to the District's water or sewer system shall be disconnected therefrom without the prior approval of the District or its designee, by obtaining a permit which shall specify how the disconnection will be properly sealed to prevent matter from entering into the District's facilities. All disconnections must be made at that point where the service line actually physically connects to the District's water or sewer system.

3.5 **UNAUTHORIZED DISCONNECTIONS:** Any and all disconnections made to the District's water or sewer mains without first obtaining the approval and consent of the District's Board of Directors and/or the District's Administrator, shall be unlawful and subject to criminal prosecution. If any person violates the rules relative to disconnection, the District or any of its authorized personnel shall make a proper disconnection at the expense of the property owner. Such costs of disconnection until paid shall constitute a perpetual lien against such property. Any contractor who shall make such unauthorized disconnection shall be prohibited from doing any work within the District. In the event of an emergency where there is a significant risk of property damage due to a breach of a service line, a licensed plumber may disconnect the service line at the point where the service line connects to the District water meter.

3.6 **SERVICE LINE MAINTENANCE:** It shall be the responsibility of the **property owner** to maintain the water and sewer service lines and appurtenances in good repair at all times and to preserve connection of the service lines to the water and sewer system of the District. The District shall assume no responsibility or liability for the operation or the maintenance of any service line. However, should the property owner fail to properly maintain his service lines, the District may maintain them at the expense of the property owner. Upon discovery of a deficiency in a service line which is not deemed to be an emergency by the District Administrator, the District shall provide the owner with written or verbal notification of the specific nature of the deficiency. The property owner shall have 30 days to make the repair. Failure to fully correct the deficiency within the allotted time shall be construed as authorization for the District to make the necessary repair at its option. In the event a deficiency in a service line is determined to be an emergency by the District Administrator, the District shall have the option of immediately completing the necessary repairs. All costs incurred by the

District shall be billed to the property owner and shall be subject to collection pursuant to Article 7. The owner shall indemnify the District for any loss or damage caused by improper maintenance or installation of the service lines. If the deficiency in the service line or on the property serviced by the District is repaired in a timely manner and the deficiency has resulted in the delivery of water in an amount significantly greater than the normal usage by the District's customer, the customer may apply for an adjustment of service fees for usage in excess of his/her normal usage for excess usage after the repairs to the deficiency are made. The amount of any adjustment, if any, for excess usage shall be at the sole discretion of the Board of Directors.

3.7 **INSPECTION OF PROPERTY:** Acceptance of new or continued water and sewer service or installation of water meters by the District, or application for service or for issuance of a permit of any kind, constitutes an irrevocable license, consent, and invitation for the District or its designee to enter upon the property of an owner, customer, or user for all valid purposes necessarily related to the District's functions. This license, consent and invitation specifically empowers the District or its designee to make inspection of remote meter readouts as often as necessary. Acceptance of new or continued water service also constitutes a waiver of any right to charge the District or its designee with civil or criminal trespass in connection with reasonably conducted meter inspections, requests to inspect, posting of notifications of inspections, repairs to service lines or entries for emergency purposes.

3.8 **CLASSIFICATION OF WASTE:** Purpose. This section of the Rules and Regulations shall provide the basic policies of the District for classification of waste and for control of discharge of waste into the sewage system.

3.8.1 **Policy Statement.** It shall be the policy of the District to classify waste into three main categories, termed "Normal Sewage," "Special Sewage," and "Prohibited Sewage," which are generally defined below. The classification of waste shall be the responsibility of the Board of Directors or its designee and shall follow recommended procedures as adopted by the State Board of Health. It shall be the responsibility of the individual identified by the Board of Directors to follow the recommended procedures as are prescribed by the State Board of Health.

3.8.2 **Normal Sewage.** Normal sewage shall mean sewage which can be treated at the City of Alamosa's Sewage Treatment Works without pretreatment and within normal operating procedures, and which, when analyzed, shows by weight a daily average of not more than 300 parts per million of suspended solids and not more than 250 parts per million of B.O.D. (Biochemical Oxygen Demand).

3.8.3 **Special Sewage.** Special sewage shall mean any sewage which does not conform to the definition for Normal Sewage, but which can be treated by the City after pretreatment by the user or by utilization of special operating procedures by the City at the Sewage Treatment Works.

3.8.4 **Prohibited Sewage.** Prohibited sewage shall mean any sewage which may reasonably be anticipated to have a deleterious effect upon property, and, therefore, in the opinion of the City, cannot be serviced by the City.

Prohibited sewage shall include clear water injected into the sewage system by means of a drainage collection system. Said drainage water is detrimental to the sewage system since it interferes with the District's volume capacity and with the biological process necessary to proper treatment.

3.8.5 **Analysis of Sewage.** The Board of Directors and/or the City of Alamosa shall be responsible for sampling, testing, analyzing and classifying of sewage.

Testing and analysis shall be determined in accordance with the latest edition of "Standard Methods for the Examination of water and Waste Water" or any other publication adopted by the Colorado Department of Health or the Colorado Board of Health. Results of test shall be made available to the user at the District's office upon notice.

3.9 **RESPONSIBILITIES OF THE CUSTOMER: No unauthorized person including the homeowner shall** uncover, make any connections with or opening into, use, alter, or disturb any water and/or sewer main and/or water meter without first obtaining the written consent (permit) from the District. Failure to comply with this regulation or any other directive contained in the written authority obtained from the District may result in the termination of services. No reinstatement of services shall be permitted except upon approval by the Board of Directors. The District and/or its authorized representative shall have the power and authority to inspect any service line or premises within the District to determine if there is an unauthorized connection by any homeowner. No connection shall be made with District's facilities without first having obtained all necessary permits from Alamosa County or any other governmental entity or agency. Any unauthorized connection shall be subject to a penalty assessment of no less than **\$50.00** per day for each day of unauthorized connection. Said penalty shall be assessed against the owner of the property. The owner will be notified in writing of the unauthorized connection and may appeal said written notification to the Districts' Board of Directors within 10 days from date of notification requesting a hearing before said Board. Failure to submit a written request for a hearing shall be deemed a waiver of said hearing and shall be construed as an admission of an unauthorized connection. The District may proceed by any legal means to collect said fees, penalties or attorney's fees as may be incurred in the enforcement of this provision.

The discharge into the District's sewer collection system of any special sewage shall be subject to the review and approval of the District and the City Engineer, who may prescribe limits on the strength and character of such sewage. Where necessary, in the opinion of the Board, the owner shall provide, at his expense, such pretreatment facilities as may be necessary to treat such special sewage prior to discharge into the sewer main. Plans, specifications, and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the District and the City of

Alamosa's Engineer and of the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing.

Where pretreatment facilities are provided for any special sewage, they shall be maintained continuously in satisfactory and effective operation by the owner, at his own expense.

When required by the District, the owner of any property served by a service line carrying special sewage shall install and maintain, at his expense, a suitable control manhole in the service line to facilitate observation, sampling and measurement of the wastes. The manhole shall be installed by the customer and maintained at his expense. All measurements, tests, and analysis of the characteristics of water and waste shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole, or upon suitable samples taken at said control manhole.

In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the sewer main to the point at which the service line is connected. Effective April 20, 1988, any new food service establishment shall be required to install a 1,500-gallon grease trap on the premises. Grease, oil and sand interceptors of a design recommended by the Colorado State Board of Health shall be provided when, in the opinion of the said Inspector, they are necessary for the proper handling of special sewage or liquid waste containing grease in excessive amount, or any flammable waste, sand and other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. Where installed, they shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

Each customer shall be responsible for maintaining the entire length of the service line serving his property. Leaks or breaks in the sewer service line shall be repaired by the property owner within seventy-two (72) hours from the time of notification of such condition by the District. If satisfactory progress toward repairing the said leak has not been completed within that time period, the District shall have the right to make the repair and collect the cost therefore from the customer, and shall be entitled to place a lien against the property of such customer, securing payment of such cost.

All owners of developed property located within the District's boundaries shall be required to access and/or hookup to the District's main water and sewer lines. The District's Board of Directors may exempt certain properties if a connection is not economically viable.

All customers receiving water services from the District and who are exempt from connecting to the District sewer system shall be responsible for having their septic tank pumped; and all tanks other than fiberglass or concrete removed or filled with sand or dirt.

All outside toilet facilities, cesspools and septic tanks shall be unlawful after September 1, 1980.

Each individual within the District who is not connected to the District's sewer line shall be responsible for servicing and maintaining, his/her septic tank in proper working order. Regular pumping of the septic tank may be required as determined by the District and/or the City or County of Alamosa.

3.10 **PROTECTION FROM DAMAGE:** No person shall maliciously, willfully, or negligently, break, damage, destroy, uncover, deface or tamper with any portion of the District's water and sewer system.

Any person violating any of the provisions of these Rules and Regulations shall, in addition to being liable to the District for any expense, loss or damage occasioned by reason of such violation including any attorney's fees, expert witness fees, or any other engineering fees incurred by the District and shall also be subject to the loss of services provided by the District.

ARTICLE IV

4.0 **APPLICATION FOR SERVICE:** All units as defined in section 1.2.9 shall be required to access service from the District through separate and distinct service lines. Each unit will be required to have a separate tap for water and sewer.

4.1 **INCLUSIONS:** Water and/or sewer services will be furnished only to persons whose property is included within the District and subject to the Rules and Regulations adopted by the District, including the provisions of Section 4.2 of these Rules and Regulations as well as any requirement that the District may impose for extending its main lines in order to make service available to the applicant/customer.

It shall be incumbent upon the applicant to furnish satisfactory evidence of inclusion whenever such evidence is required by the District.

A person owning land within or without the boundaries of the District who desire service must include all of his land serviceable by the water and/or sewer system.

A formal request for services or for inclusion of property located outside the District's boundaries, or property to be annexed to the District shall be made to the District's Board of Directors, accompanied by a payment of the estimated costs, tap fees and any legal and/or publication fees. Additional costs which may be incurred shall be paid prior to the granting of approval by the Board. Any overpayment shall be refunded upon approval of the Board.

4.2 **SERVICE OUTSIDE THE DISTRICT:** No water and/or sewer services shall be provided to property outside of the District, except upon the express written consent of the District.

All expenses incurred in furnishing water and/or sewer service outside of the District shall be at the sole expense of the applicant. The decision to extend service outside the District's boundaries shall be at the sole discretion of the District's Board of Directors. No service will be furnished to properties outside of the District unless the District's Board of Directors determines that the extension of service will not result in any additional expense to the District.

The District may impose a monthly service fee higher than the monthly service charge for property serviced within the District.

4.3 **APPLICATION FOR SERVICE:** Application for service must be filed with the District on forms provided by the District, accompanied by the payment of fees as required by these regulations. No action will be taken on a request for service until such time as there is compliance with this provision.

4.4 **CANCELLATION OF APPLICATION AND REFUND OF FEES:** The District reserves the right to revoke its decision to extend services on any application previously granted prior to the commencing of any construction. Application for water or sewer service does not bind the applicant to "use the service", however in the event that the tap is not utilized within (4) four years from the date of approval, the tap shall be deemed forfeited without a refund of the tap fee(s). The property owner must reapply for services and pay all applicable tap fees without receiving a credit for any tap fees previously paid.

4.5 **BOARD'S DISCRETION:** Nothing in these Rules and Regulations shall be construed as affording to any individual who owns property within the District a property right, contractual right, or any other right to have services made available to said customer. Providing services as outlined herein is within the sound discretion of the Board subject to the terms and conditions as may from time to time be adopted by the Board.

4.6 **DENIAL OF APPLICATION:** The District reserves the right to deny an application for service when, in the opinion of the Board, the service applied for would be detrimental to the District. Additionally, denial may also be predicated upon unresolved obligations between the District and the applicant, inadequate easements for main lines to service the property, failure to meet all terms and conditions imposed by the Board including the payment of all costs incurred or for any other reason as the Board may deem proper.

4.7 **CHANGE IN CUSTOMER'S SERVICE:** No change in the customer's service shall be made without the prior approval being first obtained from the District's Board of Directors. Any change in a customer's service may require an additional tap fee or an increase in monthly service charge. A change in a customer's service which results in a decrease of services provided by the District shall not result in a reduction or refund of the tap fee.

4.7.1 **CATASTROPHIC SUSPENSION:** Upon the written application by a customer, the Board may in its sole discretion suspend the monthly service charges if the property which is being serviced with water and/or sewer has been damaged by a catastrophic event to the extent that the property is uninhabitable. Such catastrophic events include, but are not limited to, fire, floods, earthquake, frozen lines, accidents or catastrophes beyond the control of the District.

4.7.2 **STRUCTURAL REMOVAL:** Upon the written application by a customer, the Board, in its sole discretion, may terminate monthly service charges to a property owner when the property has been abandoned or is in such a state of disrepair as to render it uninhabitable. Abandonment of the property shall mean that the premises has not been occupied for a period of six (6) months or more and no contact has been made with the District by the owner informing the District of the reason for the non-occupancy of the building.

4.7.3 **REQUEST FOR SUSPENSION OR DISCONTINUANCE OF SERVICE:** Upon written application by a residential or business customer as defined herein (section 7.3 et seq) the Board in its sole discretion, may determine that the residential or business customer has ceased occupying or maintaining the premises. Upon a determination by the Board that such an event has taken place, the Board may either suspend or cancel the monthly service fees for water and/or sewer services as in its sole discretion it may determine. This provision shall not be construed as a waiver by the District of its right to charge a fee for water and/or sewer services regardless of occupancy.

4.7.4 **REINSTATEMENT OF SERVICE:** If monthly water and/or sewer charges have been suspended or canceled as provided in sections 4.6 at some subsequent time, a customer utilizes the structure for which the water and/or sewer services was provided, the customer who utilizes the structure for which the water and/or sewer service was provided shall give written notification to the Board about such utilization and shall pay such reinstatement fees as the Board may impose.

4.7.5 **BUSINESS REOPENING:** They will be treated as a new business. The number of taps will be reassessed as per the current tap fee schedule. Fees will be collected for any other additional taps required. A \$150.00 reinstatement fee for both water and sewer, tap, will be charged and paid for before the water and/or sewer service is resumed. Failure to notify the Board of the resumption of water and/or sewer service shall result in a reinstatement fee of \$300.00 each for water and sewer tap.

4.8 **UNAUTHORIZED CONNECTION:** An unauthorized connection shall be subject to a fee equal to twice the normal tap fee. Any person who has obtained the District's services by virtue of an unauthorized connection to the District's main lines shall pay this penalty fee together with such penalty assessment as set forth in paragraph 3.2 herein prior to submitting an application for an authorized connection. Any person obtaining District services by virtue of an unauthorized connection shall be subject to the immediate discontinuance of District services.

4.9 **REVOCATION OF WATER AND/OR SEWER SERVICE:** Water and/or sewer service shall be revocable by the District upon nonpayment of valid fees owned to the District. Monthly bills are due ON THE 20th day of the month. Interest shall begin accruing on all balances on the 21st day after the monthly billing at the rate of 1% per month. On the 21st day of the month all accounts are reviewed for delinquency. A “Delinquent Notice” will be sent to all customers with unpaid balances. A “Notice of Intent to Disconnect Water/Sewer Service and the Right to a Hearing” will, be issued via first-class mail to any account over 90 days delinquent. Said hearing shall be held by the District at a regular or special meeting of the Board of Directors, at which time the customer shall have the opportunity to present testimony and evidence to the Board. Following said hearing, the Board’s decision shall be final and service to the property may be revoked by blocking or disconnecting the appropriate line, serving the property. A “Notice of Intent to Discontinue Water/Sewer Service after failure to appear at Hearing” will be sent to the property owner via first-class mail. To get service reinstated, customers must pay all unpaid balances plus a \$150.00 reconnect fee plus any legal fees incurred by the District. Payment on delinquent accounts must be made in the form of cash, money order or certified check. The Board, at its discretion, may make exceptions to this rule for hardship conditions on a case -by- case basis.

Accounts are maintained in the name and mailing address of the **OWNER** of the property. If service is disconnected and no payment is made to reinstate service within six (6) months, the County Treasurer is then notified to proceed with the filing of a lien against the property pursuant to C.R.S.§ 31-35-617.

4.9.1 In addition to the foregoing, services may be disconnected or revoked for failure to comply with any of the terms and conditions herein, including the violation of any of these policies and procedures.

ARTICLE V

5.0 **CONSTRUCTION OF SERVICE LINES:**

5.1 Connection of all service lines shall be made within the District’s easement, and connection to the District’s main line shall be done by a plumber licensed by the State of Colorado or by an authorized District employee or agent.

5.2 Existing water and/or sewer service lines may be used in connection with new buildings only when found to meet all requirements of these Rules and Regulations and upon written approval by the District Board.

5.3 All contractors, plumbers and others doing work on any water and/or sewer main, service lines, or structures in the District shall comply with Alamosa County, State Highway Department, or local regulations for the excavation, backfill, compaction and restoration of surfacing.

5.4 All permits, fees and licenses shall be paid by the property owner, contractor, plumber, or others doing work in the District prior to the start of construction.

5.5 All excavations for water and/or sewer service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the Board.

5.6 All daily inspection fees on water and/or sewer construction required by the County of Alamosa or the State Highway Department shall be paid by the property owner, plumber, contractor, or others doing work for the District.

5.7 **INSPECTION AND TAPPING CHARGES:** All taps must be made by the District or its agent who shall furnish all materials at the customer's expense. All service lines must be inspected by the District. Constructors of service lines shall call the District for an open ditch inspection of all service lines. Stub-outs must be inspected, but there shall be no charge for the inspection.

The present Tap Fees are the fees set forth in the attached Appendix "A" and will remain the same until changed by the District's Board of Directors action.

5.8 **LIMITATIONS ON EXCAVATION:** In order to protect the District's facilities from detrimental effects due to frost and freezing temperatures, no excavating shall be allowed in public rights-of-way and County easements during the period of November 1 through March 31.

5.9 **DISCONNECTION OF SERVICE:** Disconnection of water and sewer services may be made by the District upon notice to the user, as more particularly described herein, for any of the following reasons:

- (a) For misrepresentation in the application, as to property to be service, or the use to be made of the water and sewer;
- (b) For the use of water for any other property or purpose than that described in the application;
- (c) For changing the use to be made of the water supply without prior notice and consent of the District;
- (d) For failure to protect and maintain the connection, service lines, curb stop, meters, appurtenances in good order;
- (e) For disturbing any installation, service pipe, curb stop, or any other appliance owned by the District which controls or regulates the water or sewer services;
- (f) For denial or obstruction of physical access to remote meter readouts;
- (g) For denial or obstruction of physical access by the District or its designee to water meters located within or upon any structure, after demand for entry has been made by the District to the owner, customer, or user, which denial or obstruction prevents the District from inspecting the meter;

- (h) For any knowing alteration, obstruction, interference, or destruction of any water meter or connection thereof, without the knowledge and consent of the District, which action causes the meter to malfunction or become substantially inaccurate;
- (i) For any violation of these rules or regulations.

A minimum of 72 hours prior to disconnection, the District shall deliver a “Notice of Intent to Disconnect Water and Sewer Service” to the affected customer and state the reason(s) for the disconnection. An attempt shall be made to personally serve the user at the service address. If the user cannot be personally served, the notice shall be posted on the property in a conspicuous location and a copy mailed by certified mail, return receipt requested, to the user (owner) at his/her last known address. The District Administrator shall proceed to service disconnection after the expiration of the seventy-two (72) hours unless the user is no longer in violation of the provisions of this section.

It is hereby made the duty of the District Administrator or his/her designee to enforce these rules and regulations, to investigate all reports of violations and to report the same promptly to the Board of Directors for remedial action.

ARTICLE VI

6.0 **WATER AND/OR SEWER MAIN EXTENSIONS:**

6.1 Requirements in Section 5 of these Rules and Regulations are also applicable to this section.

6.2 It shall be unlawful for any person or entity to access the District’s lines or services without having first made formal application to the Board for approval and has complied with the regulations adopted by the Board.

6.3 All water and/or sewer main extensions within the jurisdiction of the District shall have approval of the Board of Directors.

Before approval by the District’s Board of Directors, the customer must submit the following:

- (a) Application for Line Extension.
- (b) Copy of final recorded plat or deed.
- (c) Preliminary engineering drawings and specifications for all water and/or sewer lines, manholes, lift stations and related equipment. Review for compliance of specifications shall be at the owner’s expense.
- (d) Payment of estimated expenses to be incurred by the District in providing an extension of the District lines, lift stations, engineering fees, cost of easements, legal fees, and any other fees that the District may incur in providing said extension.

6.4 **LOCATION OF WATER LINES AND/OR SEWER MAIN EXTENSION AND ADDITIONS:** Water and/or sewer mains shall be installed in roads or streets which the County, State Highway Department, or other public agency has accepted for maintenance as a public right-of-way, as well as in easements granted to the District.

6.5 **PROCEDURE FOR WATER LINES AND/OR SEWER MAIN EXTENSION CONSTRUCTION:** All water lines and/or sewer mains and lateral extensions which are approved by the Board and which are to be constructed in the District shall be installed by the District at the expense of the customer.

6.6 At the Board's discretion, the District may request that line condition and adequacy be confirmed by requiring the customer, at his/her expense, to have the proposed line air-pressured and tele-viewed.

6.7 Prior to acceptance of any water line and/or sewer main extensions by the District's Board of Directors, the following items shall be submitted for approval by the District's Board of Directors:

- (a) As-built drawings and profile maps of the water and/or sewer extensions.
- (b) All required easements.
- (c) Drawings and specifications for lift stations.
- (d) Deed for all lines and appurtenances.

There shall be no connections of water line and/or sewer main extensions into the lines of the District until the extension has been accepted by the District's Board of Directors.

6.8 Notwithstanding any provision of this Section, the District's Board of Directors may, in its discretion, extend water and/or sewer mains under such conditions as the Board deems appropriate.

ARTICLE VII

7.0 **RATES AND CHARGES:**

7.1 **APPLICATION OF THIS SECTION:** The rates, charges, and other information shown herein shall apply to those who reside and own property within the District's boundaries. Nothing in this section obligates the District to provide service to residents who reside within the District but to whom the cost of providing service is not beneficial to the District. The District is not obligated to provide services to property owners outside the District except under the terms and conditions contained herein.

7.2 **THE MONTHLY SERVICE AND TAP FEES:** Are hereinafter set forth in Appendix "A" are subject to the following classifications of residential consumers. As set forth in Appendix "A". The following definitions shall apply:

7.3 **CLASSIFICATION OF CUSTOMERS:** For the purpose of levying fair, reasonable, uniform and equitable charges, the following classifications and appropriate definitions are provided.

7.3.1 **Single Family Dwelling.** A single family dwelling shall be construed as a living unit suitable for habitation or occupancy by one or more individuals which constitute a family. Said dwelling unit may include an auxiliary or accessory building, such as a garage. However, said accessory structures may require an additional tap fee and additional charges as a separate unit.

7.3.2 **Multiple Family Dwelling.** A multiple family dwelling shall consist of a building used by two or more families living independently of each other in separate dwelling units, but not including hotels, motels or resorts.

7.3.3 **Hotel, Motel or Lodge.** A hotel, motel or lodge shall be defined as a unit providing overnight sleeping facilities or transient usage. The charges shown herein for hotel, motel or lodge units shall be charges levied only for the sleeping accommodations, and shall not reflect charges for attendant facilities included at the hotel, motel or lodge, such as, but not limited to, restaurants, bars, swimming pools, laundries, etc.

7.3.4 **Mobile Homes.** Mobile homes shall be classified as any unit capable of being transported on wheels behind a standard power unit, and which can be moved on normal streets, roads and highways. Said unit must be suitable for living quarters, and provide for normal domestic conveniences.

7.3.5 **Mobile Home Parks.** Multiple mobile home units on a property not owned by the owner of the mobile home.

7.3.6 **RV Parks.** Any plot of property utilized for commercial camping and parking of pickup campers, motor homes, travel trailers or similar mobile units not exceeding either eight (8) feet in body width or fifty (50) feet in body length and designed specifically for recreational and vacation purposes.

7.3.7 **Retail Business Outlet.** A retail business outlet shall be any structure providing for normal commerce or business services except for those business services otherwise defined herein, and where said outlet is provided only with the required conveniences for the personnel employed at that business outlet. Where more than one business outlet is used in one structure, the Board, at its sole discretion, shall determine the number of equivalent business outlets used herein.

7.3.8 **Cafes, Restaurants, Bars, and Private Clubs.** This classification shall include any establishment which provides food, beverages or catering services to the general public or to private members. Monthly service charges for either water or sewer for units which can serve more than fifty (50) individual seats shall be charged in unit increments of fifty (50) individual seats.

7.3.9 **Service Stations and Garages.** Service stations and garages shall be defined as service outlets providing for the servicing of vehicular units. Under the basic definition of service stations and areas, no provision is made for automatic washing or wash rack facilities. The monthly service charges established therefore are for service stations and garages without washing facilities.

A separate charge is provided herein for facilities providing wash rack or manual or automatic wash rack facilities or mechanical washing facilities.

7.3.10 **Public Laundries.** Public laundries, as used herein, shall refer to coin-operated clothes and textile laundry and drying facilities.

7.3.11 **Other Customers.** Any property which has water and/or sewer service made available to it as defined in 1.2.5 which is not otherwise classified, shall be charged a monthly water and/or sewer charge as stated in Appendix "A" or as determined by the District's Board of Directors.

7.3.12 **Other Public Facilities or Buildings.** Other public facilities or buildings shall include school buildings, churches, other buildings utilized by governmental entities, including garages, or any other building or facility which requires water and/or sewer services.

7.4 **TAP FEE:** A tap fee shall be charged to all customers of the District. Such tap fee is a "privilege to access" the District water or sewer main lines and is assessed and must be paid before a permit for service is issued.

Tap fees shall be assessed as provided for in the Schedule of Fees and Charges attached hereto as Appendix "A".

7.5 **MONTHLY SERVICE CHARGE:** Upon securing any permits for water and/or sewer service required by the District, and upon payment of the tap fee and hookup, the monthly water and/or sewer charge shall commence from the time when the property being serviced by the District is connected with the system of piping and appurtenances used as a conduit for sewage or water from or to the property used for residential, commercial, or industrial purposes to connection with the water and/or sewer main lateral line.

If the property is connected with the system as defined above within the first fifteen (15) days of a month, the customer will be charged for the full month's service charge. If the property is connected with the system as defined above during the last fifteen (15) days of the month, the customer's monthly service charge will commence with the following month. Water and/or sewer service charges shall be reflected in the Schedule of Fees and Charges attached hereto as Appendix "A".

7.5.1 **METER REMOVAL:** Any property owner may request the removal of a meter in order to permanently discontinue service. The property owner must make application

for removal of a meter to the District Board. The Board at its sole discretion may remove the meter. The property owner shall pay all cost of removal and capping. Should the property owner decide that the property should have full water and sewer service, he or she shall pay the prevailing tap fee to reinstate service.

7.6 **NON CLASSIFIED TAP FEES:** In those situations where a prospective user applies for a permit for water and/or sewer service for a structure not defined in the preceding article, or where, in the Board's opinion, said structure represents a classification not contemplated in the establishment of the previously defined tap fees, the board shall, at its sole discretion, establish a fair, reasonable, and equitable tap fee for said structure, at its first regular Board meeting after request for service is received.

7.7 **NON CLASSIFIED MONTHLY SERVICE CHARGES:** In those situations where, in the Board's sole discretion, the monthly service charges shown in the previous articles do not represent a fair, reasonable, and equitable charge for the intended use, the full Board, at its sole discretion, may adjust said rates.

7.8 **PAYMENT OF MONTHLY SERVICE CHARGES:**

7.8.1 The monthly service charges shall be mailed to each customer on a once-a-month basis.

7.8.2 The Board shall notify all customers in writing as to the schedule of billing dates for the monthly service charge. The customer shall pay to the district, by the 20th day of the month, the full amount of that statement, except where the customer disputes said statement is in error. The customer must file, in writing, a notice to the District of the presumed error, and request a clarification from the Administrator. Upon review by the Administrator and/or the Board, the re-submittal and/or revision of the statement, payment shall be due no later than fifteen (15) days from the postmarked date of the resubmitted statement.

7.8.3 **PENALTY FOR LATE PAYMENT:** All bills are due no later than the 20th day of the month. Payments received after the 20th will be assessed a \$10.00 late fee for each month the account is delinquent. In addition the District may assess an interest charge for all unpaid balances at a rate 1% per month. The District shall further have the right, at its sole discretion, to terminate service to any customer whose account reaches Ninety (90) days as outlined in 4.9 of these Rules.

Should the District be required to retain legal counsel for the purpose of collecting delinquent accounts the customer shall also be liable for attorney's fees and cost.

7.9 **AGENDA FOR BOARD MEETINGS:** Anyone wishing to be on the agenda for a Board Meeting, is to give the secretary a minimum of one (1) week notice prior to the Board Meeting, along with a statement or outline concerning the subject to be discussed.