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RULES AND REGULATIONS

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Board of Directors on December 14, 2011*

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RULES AND REGULATIONS

1.0 AUTHORITY, SCOPE & PURPOSE

The Park Forest Water District (“the District”) is a Special District in the State of Colorado operating under the authority of the Special District Act, C.R.S. 32-1-101.

These *Rules and Regulations* provide an outline of the common policies and procedures of the District, as necessary to provide for the health, safety and welfare of the residents and Property Owners of the District and to regulate the distribution of water. These *Rules and Regulations* of the District do not establish contractual rights, nor are they intended to do so. These *Rules and Regulations* shall not be construed as creating obligations for the District beyond those required by law.

It is intended that these *Rules and Regulations* shall be liberally construed to effect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all the other parts. As used in these *Rules and Regulations*, use of the term "shall" indicates something is mandatory and use of the term "may" indicates it is discretionary. No omission or additional material set forth in these *Rules and Regulations* shall be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity.

These *Rules and Regulations* shall be deemed controlling with respect to the issues addressed by these *Rules and Regulations* and shall replace all prior statements of policy on the same issues. If any clause, sentence, paragraph, section, or portion of these *Rules and Regulations* shall be adjudged invalid by a court of competent jurisdiction for any reason, such judgment shall not affect, impair, or invalidate the remainder of these *Rules and Regulations*.

No employee or agent of the District shall have the right or authority to bind the District by any promise, agreement, or representation in conflict with these *Rules and Regulations*.

The Water District Office Building shall not be used for any purpose other than for official District business without the prior written approval of the Board President or Vice-President.

Unless otherwise specified, any person violating any of the provisions of these *Rules and Regulations* shall be come liable to the District for payment of a \$500 fine plus any expenses, loss or damage occasioned by reason of such violation. Such costs shall constitute a perpetual lien upon the violator’s property as allowed by Section 32-1-1001, C.R.S., as amended, or a perpetual lien upon the property concerning which the violator was providing services at the time of the violation in question, whichever the Board deems appropriate.

These *Rules and Regulations* are issued and shall become effective on December 14, 2011, and are subject to amendment and modification, as deemed necessary by the Board and without prior notice or approval by the public, except where notice is specifically required by law. Any and all formal revisions shall be listed in *Appendix A*.

2.0 DEFINITIONS

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

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- 2.1 **“Board of Directors” or “Board”** shall mean and refer to the Board of Directors of the District.
- 2.2 **“Backflow Prevention Device”** shall mean a Reduced Pressure Principle Backflow Prevention Device (RPPBPD) or an approved air gap, constructed in accordance with CDPHE’s publication entitled “Cross-Connection Control” and the District’s backflow prevention requirements.
- 2.3 **“Bulk Sales Station”** shall mean the designated bulk water dispensing station located at the Squires Plant, which is to be used for large quantity water delivery customers.
- 2.4 **“Bulk Water Sales”** shall mean the sale of water to a particular customer through a pre-arranged agreement with the District, to be conveyed only through the Bulk Sales Station or, if so approved by the District, at another location.
- 2.5 **“CDPHE”** shall mean the Colorado Department of Public Health and Environment.
- 2.6 **“Connection Charges”** shall mean and refer to the applicable charges and dedication requirements, service connection charges, inspection fees, raw water requirements, and water meter installation charges.
- 2.7 **“Construction Standards”** shall mean and refer to the District’s most current Construction Standards & Specifications for Service Lines & Water Mains, as specified in *Appendix B*.
- 2.8 **“Corporation Stop”** shall mean the valve threaded into the main, or the tapping saddle, and appurtenances (i.e., anything pertaining to the valve or tapping saddle) that allow you to connect the service line to the District’s main.
- 2.9 **“Customer”** shall mean and refer to the Person or business entity that is responsible for the payment of quarterly service charges, including charges for Water Taps that are inactivated, and may include Owners and/or Tenants.
- 2.10 **“Customer’s Service Line”** and/or **“Customer’s Service Connection”** shall mean and refer to the pipe, valve, fittings, and appurtenances located at and including the Tap and running to the Meter Assembly for the Premises served and subsequently to the User’s System to the point of use.
- 2.11 **“Cross-Connection”** shall mean any unprotected actual or potential connection or structural arrangement between a public or a consumer’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance not meeting drinking water requirements.
- 2.12 **“Curb Stop”** shall mean and refer to the shut off valve between the Distribution System and the premises served and the box protecting it.
- 2.13 **“Developer”** shall mean and refer to the Person who is responsible for extending the District’s System to provide Water Service to such Person’s property.
- 2.14 **“Distribution System”** shall mean and refer to the network of conduits, reservoirs, pump stations, and other appurtenances necessary for the delivery of water from the Source to the User’s System.

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- 2.15 **“District”** shall mean and refer to Park Forest Water District, a Special District in the State of Colorado.
- 2.16 **“District Office”** shall be the Francis Billiard Administration Building located at 7340 McFerran Road, Colorado Springs, Colorado 80908, with a phone number of (719) 494-1320 and email address of pfwd@pfwd.org.
- 2.17 **“District’s Service Line”** or **“District’s Service Connection”** shall mean and refer to the pipes, valves, stops, and fittings from the Water Main to the Customer’s Service Line, but not including the Curb Stop.
- 2.18 **“District’s System”** shall mean and refer to the Source facilities and the Distribution System, and shall include all those facilities of the water system owned and operated by the District, including all Water Meters Assemblies and all of the District’s Service Lines connected thereto.
- 2.19 **“Fee Schedule”** shall mean and refer to the fees, rates, tolls, charges, and penalties established by the Board from time to time to be paid by Customers of the District, including but not limited to those fees set forth in the Water Rate Schedule, Tap Fee Schedule, Miscellaneous Charges Schedule, and Development Fee Schedule.
- 2.20 **“Fire Service Line”** shall mean and refer to the water line dedicated exclusively for private fire protection of a Premise and shall start at the Meter Assembly connected to the District’s Distribution System. Maintenance, repair and/or replacement of the Fire Service Line is the Customer’s responsibility. A Back Flow Device is required on all Fire Service Lines.
- 2.21 **“Inclusion”** shall mean the addition of real property into and subsequent alteration of the District’s boundaries, per 32-1-401, C.R.S., and according to the provisions in Section 9.0 of these *Rules and Regulations*.
- 2.22 **“Landlord”** shall mean the legal owner of a house, an office, or a building, from who a Tenant rents for a period of time.
- 2.23 **“Meter Assembly”** shall mean and refer to the water meter, meter pit and/or vault, valves, tailpiece, yoke, meter setter, Backflow Prevention Device, pressure regulator and/or other appurtenances to which the Customer’s Service Line is connected. Only the meter itself is owned by the District. Unless caused by negligence by the Customer, maintenance, repair, and/or replacement of the meter (only) is the responsibility of the District.
- 2.24 **“Owner”** shall mean and refer to any Person who is the deeded owner or contract purchaser of the Premises served by a Water Tap.
- 2.25 **“Parcel”** or **“Property”** shall mean and refer to a separate legal lot identified as a separate parcel of real property in the records of the El Paso County Assessor’s Office.
- 2.26 **“Person”** shall mean and refer to an individual, partnership, firm, limited liability company, corporation, trust, association, political subdivision, public body (state or federal), or other legal or governmental entity.
- 2.27 **“Premises”** shall mean and refer to each Parcel or Property which receives Water Service from the District.

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- 2.28 ***“Price Plant”*** shall mean the District’s water facility located at 7340 McFerran Road.
- 2.29 ***“Property” or “Parcel”*** shall mean and refer to a separate legal lot identified as a separate parcel of real property in the records of the El Paso County Assessor’s Office.
- 2.30 ***“Reconnect Fee”*** shall mean and refer to the fee charged to reconnect service if service is terminated for violation of these *Rules and Regulations*, for non-payment of fees owed to the District, or at the request of the Owner/Customer.
- 2.31 ***“Service Area”*** shall mean and refer to that area included within the boundaries of the District, and such other geographic areas in which the District, in the discretion of its Board of Directors, shall provide Water Service.
- 2.32 ***“Shut-Off”*** shall mean the turn-off of water service through a shut-off valve on a service line that has been connected to the District’s System.
- 2.33 ***“Source”*** shall mean and refer to all components of the facilities utilized in the production, treatment, storage, and delivery of water to the Distribution System.
- 2.34 ***“Squires Plant”*** shall mean the District’s water facility located at 11465 Black Forest Road.
- 2.35 ***“Submetering”*** shall mean the implementation of separate meters for each tenant in a multi-tenant property in order to bill tenants for individual water usage.
- 2.36 ***“Tap” or “Service Connection”*** shall mean and refer to the physical connection to the Distribution System, including all rights for Water Service granted upon payment and satisfaction of all applicable Connection Charges.
- 2.37 ***“Tap Fee”*** shall mean and refer to the fee charged for new service access to Water Service connections for Water Service.
- 2.38 ***“Tap Fee Certificate”*** shall mean and refer to the necessary paperwork, as required for obtaining a building permit, showing proof of payment of the Tap Fee to the District.
- 2.39 ***“Tenant”*** shall mean a person or group that rents from a Landlord and occupies a house, an office, or a building for a period of time.
- 2.40 ***“Termination”*** shall mean the same as ***“Shut-Off.”***
- 2.41 ***“Turn-On”*** shall mean the initiation or restoration of water service by opening a shut-off valve on a service line that has been connected to the District’s water system.
- 2.42 ***“User”*** shall mean and refer to a Person utilizing water from a Water Tap on the Premises and may include the Owner, a tenant, or property owners’ association.
- 2.43 ***“User’s System”*** shall mean and refer to those parts of the facilities beyond the Customer’s Service Line and Meter Assembly which are utilized in conveying potable water to the point of use for a particular Premises or Property.
- 2.44 ***“Water Main”*** shall mean and refer to any pipe located in the street, alley, right-of-way, or within an easement granted to the District or to the public, which pipe is owned or maintained by the District for the purpose of distributing water to Users and supplying water to fire

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hydrants.

2.45 “Water Service” shall mean and refer to the delivery of water to a User.

3.0 DISTRICT ACCESS TO CUSTOMER PROPERTY

3.1 GRANT OF ACCESS

By requesting and receiving Water Service from the District, every Customer shall be deemed to have granted a license to the District, its agents, employees, and representatives, at all reasonable times to enter upon the Premises of the Customer receiving Water Service to determine compliance with these *Rules and Regulations*.

3.2 OBSTRUCTION OF EASEMENTS OR RIGHTS-OF-WAY

No Person shall obstruct easements or rights-of-way containing any part of the District’s System in any manner that may prevent unrestricted access to and use of the easements or rights-of-way by duly authorized employees, agents, or representatives of the District unless such obstructions are specifically permitted, as applicable, by the public authority having jurisdiction of public rights-of-way or under the terms of the agreement granting the easement to the District.

3.3 ACCESS TO METERS, BACKFLOW PREVENTION DEVICES

The Curb Stop, Meter Assembly, Backflow Prevention Device, and shutoff valve shall remain clear and accessible at all times. Whenever it is necessary to enter a building to read or work on the water meter, a safe passageway must be maintained by the occupant of the Premises, free and clear of obstructions from the building entrance to the water meter. Structures, fences, shrubs and landscaping shall not obstruct the reading or maintenance of the water meter and, if present, shall be removed at the customer’s expense. By connection to the District’s System, the Customer and User consent to the right of the employees, agents, and representatives of the District to remove structures, shrubs and landscaping as necessary to maintain access to the water meter.

4.0 USE OF WATER

4.1 ALLOWED USES

The District will furnish water for ordinary domestic, household, livestock, business, industrial, and community use and for fire protection purposes as the District’s System may reasonably supply, and as may be approved by the Board.

4.2 USE ALLOWED ONLY WITHIN SERVICE AREA

Water provided by the District is only intended and authorized for use within the District boundaries. Water may be provided for use outside the boundaries of the District with the approval of the Board and only through a Bulk Water Sales Agreement with the District.

4.3 DELIVERY PRESSURE

The District will normally deliver water at a pressure of between twenty-five (25) and one hundred ninety-nine (199) pounds per square inch (p.s.i.).

4.4 USE RESTRICTED TO PREMISES

Except with the prior written authorization of the District, no Customer or User shall use, or permit the use of, any water furnished by the District on any Premises other than that specified in the User’s application for service, nor shall any User resell or distribute any water furnished by the District for resale to any Person.

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4.5 WASTE PROHIBITED

No User shall knowingly permit leaks or waste of water. In the event water is wastefully or negligently used on the Premises by a User, the District may terminate Water Service within five (5) days following written notification, or immediately in an emergency and if the homeowner is absent, as determined by District staff.

4.6 TEMPORARY SERVICE

Water may be used from fire hydrants or other sources to temporarily supply construction, commercial, or other needs, or for any other proper purpose, only upon prior application and approval of such request by the District. Only those specific uses and quantities approved by the Board are permitted. Approval will be predicated on proper use of a user supplied and District approved Backflow Prevention Device, if applicable.

The temporary Water Service shall be metered and billed in accordance with the District’s Fee Schedule for Bulk Water Sales. The temporary Water Service shall be removed and terminated no later than one (1) year following the initial installation.

4.7 BULK WATER SALES

The District maintains a Bulk Water Station to dispense supplies to the majority of its bulk water customers. The unit is located at the Squires Plant, just southeast of the intersection of Black Forest and Burgess Roads. Customers requiring bulk water supplies from the District must submit a completed Bulk Water Sales Agreement form (available at www.colorado.gov/pfwd), provide a Certificate of Liability Insurance, and pay a Key Deposit (see *Appendix B*), prior to obtaining water from the Bulk Water Station. District staff will set the customer up as an approved user in the Bulk Water Station’s software. An appointment with District staff will be required prior to the customer’s first draw, to receive instruction on operating the station, as well as a key and access code for the control panel. Each individual truck or trailer must be issued a key and receive a unique access code. To minimize any possible cross-connection between users, bulk water customers will be required to provide their own 2” or 3” quick-connect hose. Customer’s receiving bulk water from the District shall be charged for water use per the District’s current bulk rate in *Appendix B*. The district no longer requires an inspection of any trucks or trailers used for hauling water, since the station contains an appropriate backflow device. The District reserves the right to discontinue bulk water sales at any time.

4.8 SPECIAL RESTRICTIONS

4.8.1 ADVERSE CONDITIONS

Adverse conditions due to drought, natural disaster, extreme weather conditions, and mechanical failures of equipment are always possible within the Service Area of the District. The Board, in its sole discretion, may make a determination that adverse conditions exist.

4.8.2 LIMITATIONS IMPOSED DURING ADVERSE CONDITIONS

In the event the Board determines that adverse conditions exist, the District may take such action as it deems necessary or advisable to insure the efficient use and conservation of limited water supplies. The District may adopt supplemental, temporary regulations relative to water rationing, time of use schedules, limitation of use, and such other measures as it deems necessary or appropriate for the conservation of limited water supplies, insuring continued water availability, and appropriate utilization of limited water resources.

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4.8.3 RESPONSIBILITY OF USERS DURING ADVERSE CONDITIONS

It shall be the responsibility of all Users to carefully observe all rules, regulations, and prohibitions established by the District in the event the Board shall determine that adverse conditions exist. The unavailability of water or limitation of water use at certain times shall not relieve the Customer from the payment of all fees and charges that are owed to the District pursuant to the Fee Schedule.

4.9 DISTRICT FIRE HYDRANTS

4.9.1 AUTHORIZATION

Only those authorized by the District shall operate, or attempt to operate, any fire hydrant. Any unauthorized operation or attempted operation of a fire hydrant shall constitute illegal tampering with the District’s System. District owned and maintained fire hydrants are “off limits” to everyone except fire department and District personnel. Unauthorized use of a fire hydrant will result in a fine, as listed in *Appendix B*, and a charge for the suspected water used.

4.9.2 FLOW TEST

Users requesting flow testing of fire hydrants shall contract with and pay any associated fees to a third-party tester. While the District does not perform the test, it shall oversee all such testing and be copied on any report.

4.9.3 RELOCATION

Only the District or its designee may change or relocate a fire hydrant. If a Customer requests fire hydrant relocation and the District approves such relocation with the consent of the applicable fire authority, the Customer shall pay all costs associated with such relocation.

4.9.4 ACCESS

Posts, fences, vehicles, vegetation, trash and other materials or obstacles shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible. The District or fire authority shall not be deterred or hindered from gaining immediate access to fire protection equipment or hydrants.

A five (5) foot clear space shall be maintained around fire hydrants. Access from the street to the hydrant shall be kept clear if the travel distance is greater than five (5) feet. Customers or Users shall be responsible for pruning or removing landscaping or other obstructions that restrict access to a fire hydrant. Upon notice to the Customer from the District, the Customer or User shall within fourteen (14) days remove such obstruction or correct non-compliance. If the obstruction is not removed or compliance is not achieved within the time required, the District may take corrective action and may bill the Customer accordingly.

4.9.5 SPECIFICATIONS

The District shall designate the make, model and color of all new and replacement fire hydrants. No change in the color of fire hydrants shall be allowed unless specifically authorized in writing by the District

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4.10 UNAUTHORIZED TAMPERING WITH SYSTEM

No unauthorized person shall uncover, use, alter, disturb, bypass or make any connection with, or opening onto, the District's System without first obtaining a written permit from the District. Unauthorized uses of or tampering with the District's System include, but are not limited to, change in Customer's equipment, service or use of property, an unauthorized turn-on or turnoff of water service, burying valve boxes, and modifying any water meter.

No person shall maliciously, willfully, or negligently, break, damage, bypass, destroy, alter, cover, uncover, deface or otherwise tamper with any portion of the District's System, obstructing the flow of water in the system or obstructing access to District facilities. See *Appendix B* for current fine.

5.0 WATER RIGHTS, APPROPRIATIONS, INDIVIDUAL WELLS & PONDS

The District hereby declares that it currently is and/or it can and will make full beneficial use of all groundwater resources beneath property within its Service Area. Except with the District's prior permission, no Person shall drill, apply for or otherwise make use of the groundwater resources beneath any property within the District, regardless of ownership. The District recognizes that there are a limited number of Customers who have an individual well (e.g., operating under an exempt domestic well permit) which has been used historically to provide the property with a household water supply. In such instances, the well is only approved for the historically permitted use until water production ceases, at which time it may not be re-drilled or replaced unless specifically authorized by the District. The District's water rights were adjudicated in 2002 and account for the existence of certain ponds, as listed in the water court decree. No additional ponds may be created within the District's Service Area unless explicitly authorized by the District and any required local, State and/or Federal entity. New Inclusions of property approved by the District must convey, at a minimum, all water rights associated with the land whether or not such rights are adjudicated.

6.0 RATES AND CHARGES

6.1 ESTABLISHED BY RESOLUTION

The District shall establish by resolution, from time to time, all fees, rates, tolls, charges, and penalties for the use and/or misuse of Water Service and the District's System. A copy of the District's Fee Schedule, as listed in *Appendix B*, shall be on file in the District Office for examination by the public during regular business hours. Copies may also be available on the District's website. The District may adopt a different Fee Schedule from time to time and publicly communicate such changes in a timely manner. Rates are set to cover administrative and operational expenses.

6.2 CONTRACT RATES

The District may establish special rates and enter into contracts with any Person for the wholesale or retail sale of water or for the rendering of any unusual or extraordinary Water Service; provided, however, that the rates, fees, and charges to be paid thereunder shall not be less than amounts which, in the discretion of the Board, are fair and equitable taking into account the cost to the District of providing such Water Service, the period of such contracts, and the provisions of any agreement under which bond or loan proceeds were secured for the purpose of paying the cost of any part of the District's System.

6.3 PROHIBITION AGAINST FREE WATER SERVICE

There shall be no free Water Service rendered by the District and, if any local, state or federal government, or any department, agency or instrumentality thereof, or any other public body shall desire Water Service from the District, it shall apply for and receive such Water Service pursuant to the *Rules and Regulations* herein contained and shall pay for the same in accordance with the Fee Schedule established by the Board.

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6.3.1 UNAUTHORIZED USE OF DISTRICT WATER OR WATER LINES

Unauthorized use of District water or water lines shall be punishable by fines, as shown in *Appendix B*.

6.3.2 UNAUTHORIZED ATTACHMENT TO THE DISTRICT’S WATER LINES

First time attachments to the District system shall be required to have prior written approval by the Board. The process of making the actual attachment shall be under the direction and Directive of the District O.R.C. Failure to comply with this requirement will result in fines as shown in *Appendix B*.

6.3.3 UNAUTHORIZED USE OF WATER FROM DISTRICT-OWNED WELLS

The Existing Wells shall remain generally available to the Eagle Rising community, and shall not be for the service of only particular lots or particular individual residents. The Existing Wells shall be utilized by any owner’s association(s), only for non-potable purposes of stock-watering, common area landscape irrigation, hobby use and irrigation of community gardens. Unauthorized use of water from District-owned wells, or usage in excess of the allotted annual amount, shall result in fines as shown in *Appendix B*.

6.4 TAP FEES

Tap Fees are due on all Parcels prior to construction, as specified in *Appendix B*. A Tap Fee Certificate shall be issued after the payment has cleared the District’s bank. Water service line locations will not be provided, nor service lines inspected, nor water service provided, until Tap Fees are paid and the Tap Fee Certificate is issued.

6.5 WATER SERVICE FEES, BILLING, PAYMENTS, PENALTIES & SHUT-OFFS

6.5.1 WATER SERVICE FEES

Residential and commercial service fees are specified in *Appendix B*. Customers will be charged a set minimum water service fee which includes base water usage for each billing period. Additional water fees are charged when meter readings record usage in excess of the base usage allotted by the minimum water service fee.

6.5.2 BILLING SCHEDULE

Bills for use of water and related services will be generated on a bi-monthly basis in accordance with *Appendix B*. Billing dates are as follows: February 28, April 30, June 30, August 31, October 31 and December 31.

6.5.3 PAYMENTS

Payment Due Months and Due Dates are as follows: January 31, March 31, May 31, July 31, Sept 31, Nov 31. There are several payment options available to Customers: (1) Payments can be mailed to 7340 McFerran Road, Colorado Springs, CO 80908; (2) Payments can be placed in the District’s payment drop box located at 7340 McFerran Road. and/or (3) Credit card payments can be made through a link on the District’s webpage (www.colorado.gov/pfwd) where a convenience fee will be charged to the Customer at the time the credit card is processed. Cash payments are not accepted by the District. A Returned Check Fee, as shown in *Appendix B*, will be charged for all checks that the bank is unable to process.

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6.5.4 PENALTIES

These penalties will be applied both to residential/commercial accounts, and to bulk water user accounts.

6.5.4.1 LATE PAYMENT FEE

Payments are considered to be past due on the last day of the Payment Due Month. A Late Payment Fee will be added to the Customer's account for payments not received by the 5th of the month following the Due Date, as listed in Appendix B.

6.5.4.2 EXCEPTION TO PENALTY FEES

Seasonal residents or those with extenuating circumstances may apply to the District to have their water shut off. Only the shutoff and reconnect fees would be charged, but no ongoing water fees would be charged during the turnoff period.

6.5.5 SHUT-OFFS AND RE-CONNECTIONS

The District may shut off water services to the property of any customer for any of the following reasons:

- (a) Failure to pay fees, rates, charges, and penalties when due.
- (b) Unauthorized use of water (for example, use for industrial purposes).
- (c) Failure to comply with any state or federal law, any provision of these Rules and Regulations, or any Order of the Board.
- (d) Maintaining unauthorized cross-connections.
- (e) Upon the request of the property Owner.
- (f) When the public health, safety, and welfare or the Water System is threatened.

6.5.5.1 CUSTOMER APPEALS RELATED TO WATER BILLS

If a Customer wishes to dispute the amount of a water bill, they must submit a written appeal to the PFWD Office Manager within fifteen (15) days of the billing date, or by the next regular Board meeting after the billing date, whichever comes sooner. They may appear before the Board at that meeting to present their case.

6.5.5.2 SHUT OFF NOTICE TO CUSTOMER AND CUSTOMER APPEALS

Except in an emergency, the District shall provide written notice to the Customer of the reason for shut off and of the opportunity for the Customer to request, in writing within 15 days from the date of the notice, a hearing before the Board on the proposed disconnection or shut off of service.

If a Customer's account becomes delinquent and the Customer has not contacted the District as specified above, a Five (5) Day Notice of Intent to Shut Off Water Service will be posted on the Customer's premises. If full payment of the account balance is not received within five (5) days of that notice, the Customer's water service will be shut off until the full balance has been paid, along with the Shut Off and Reconnection Fees specified in Appendix B.

If an Customer requests, in writing, a hearing on shut off of water service, it will be scheduled for the succeeding Board meeting and the Customer will have the opportunity to present testimony and/or evidence regarding why the water service should not be shut off. The Board may consider any relevant evidence at the hearing, without conformance to the Rules of Evidence.

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The Board shall make a final determination on whether to shut off or disconnect water service at its Board meetings. The decision of the Board shall be final. If water service is shut off, the Customer will be required to pay the full amount due to the District, including fees, rates and charges, late fees and any other administrative fees, along with the Shut Off and Reconnection Fees before service is restored. Current fees are shown in *Appendix B*.

6.5.6 METER READING

The Customer is responsible for furnishing bi-monthly meter readings on the billing card stub. Meter read cards (the completed stub) should be returned with payment. A meter reading fee, as shown in *Appendix B*, will be applied to accounts where a meter read has not been supplied to the District by five (5) business days before the next billing date, to have the District O.R.C. come and read the meter. If the O.R.C. is not able to make arrangements with the Customer by two (2) business days before the next billing date, the district will use an estimate for the meter reading based upon past usage, and true up the Customer’s account in the following billing cycle.

6.5.7 NEW CUSTOMER SET-UP FEE

New Customers will be required to have the O.R.C. come to their house as soon as possible after they close on the property to get a beginning meter reading for their service, and will be charged a New Customer Set-Up Fee, as listed in *Appendix B*.

6.6 OWNER RESPONSIBILITY

All fees and charges for Water Service shall be initially billed to the Person who is the Owner of the Premises making application for Water Service. Upon request from the occupant of the Premises, charges for Water Service shall be billed to such occupant, provided, however, that in the event of delinquency, such charges shall thereafter be billed to the Owner of the Premises and shall remain a lien against the Premises until paid in full in accordance with applicable law. In the event the charges shall remain delinquent, the District may record written notice of the lien on the Premises with the County Clerk and Recorder and may take any other action authorized by law to enforce payment of such lien.

6.7 NOTIFICATION OF CHANGES

The Customer shall be responsible to keep the District advised of the address to which all bills are to be mailed. The failure to receive a bill from the District shall not relieve a Customer of any payment obligation to the District.

6.8 DISPUTED BILLS

Any request for investigation of a disputed bill must be made in writing to the District’s Board of Directors, which shall investigate such matter as deemed appropriate. A representative of the District and/or Board shall respond to the Customer within fourteen (14) days following receipt of such written request. Said response may contain any information obtained by the investigation and shall contain the decision of the Board.

7.0 CUSTOMER HARDWARE & DEVICES

7.1 BUILDING AND PLUMBING STANDARDS

The District has its own set of building and plumbing standards, as provided in *Appendix C*. In cases where no standard has been set by the District, reference shall be made to the current and applicable standard as set and published by Colorado Springs Utilities.

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7.2 REQUIRED INSPECTIONS

7.2.1 NEW CONSTRUCTION

The District will require two (2) inspections during the building process of all new homes or commercial properties. Requests for inspections and/or metering equipment should be made by calling the District Office. A minimum of a 24-hour notice is required. In conjunction with Pikes Peak Regional Building Department, the District will sign building permits electronically upon successful inspection of the related work. The first inspection will occur when the curb connection is made. Builder will become an active customer with the District once the initial connection inspection occurs, billed per the fees listed in *Appendix B*. A second inspection will occur at the time the meter is set, to ensure that the water meter assembly and connection equipment are properly installed and functional. A certificate of occupancy will not be granted without District inspection and approval in these two (2) areas. Charges for any and all inspections will be placed on the builder's account, per the fee(s) listed in *Appendix B*.

7.2.2 MODIFICATIONS AND REPAIRS

Any and all modifications made to a Customer's Service Line or the Meter Assembly must be pre-approved and inspected by the District. If necessary, the District will sign building permits upon successful inspection of the related work. There will be no charge for inspections performed in the context of modifications to an existing customer's equipment.

7.3 CUSTOMER'S SERVICE LINES

7.3.1 INSTALLATION AND MAINTENANCE

The Customer shall be solely responsible for the payment of the costs of the installation, maintenance and repair of the Customer's Service Line from the Tap or control valve and box, as applicable, to the Premises served. The Service Line shall be installed a minimum depth of six (6) feet.

7.3.2 COMPLIANCE WITH CODES

Customer's Service Lines shall be installed in accordance with the District's Construction Standards & Specifications, as specified in *Appendix C*. Plumbing codes and other specialty codes of the State of Colorado and the Pikes Peak Regional Building Department will also apply, where jurisdiction make them applicable.

7.3.3 SHUT-OFF VALVE

The Customer shall install, maintain, and use a Shut-Off valve to turn water on and off for its convenience. The Shut-Off valve shall be located downstream of the water meter or Curb Stop. The District's control valve or Curb Stop may not be used by the Customer or the User or any of their agents or representatives without the express written approval of the District. Unauthorized use of a Curb Stop shall constitute illegal tampering of the District's System.

7.3.4 LOCATING SERVICES

The District shall not be responsible for determining the location and/or depth of any

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Customer's Service Line.

7.3.5 ELECTRICAL GROUNDING

No electric circuit shall be grounded to the Customer's Service Line or to the District's Distribution System. Any Person who makes, or permits, such a connection shall be subject to termination of Water Service and shall be liable for damage to the District's Distribution System, for damage to the User's System, and for personal injury resulting from such connection.

7.4 WATER METERS

7.4.1 SPECIFICATIONS

All potable water services shall be metered, with the Meter Assembly set as close as possible to the point where the service enters the building. Unless otherwise approved by the District, separate meters are required for individual buildings not under the same roof. Additional meters may be installed for tenants or for other purposes in the same building, provided the meters are all located near the service entrance and, if applicable, are identified as submeters. The Meter Assembly shall be protected from freezing and readily accessible for routine maintenance and necessary repairs, with a minimum of two (2) feet working clearance around the metering equipment. If installed in a crawl space, an access panel or trap door shall be provided for quick and safe access. When Water Service is specifically for irrigation purposes, the Meter Assembly and Backflow Prevention Device must be placed above ground and inside a structure and the Owner will be responsible for its winterization.

Installation of a new and/or replacement Meter Assembly, or any of its components, shall be the responsibility of the District. Each Meter Assembly installation will be set up in the following order: (i) Ball valve; (ii) pressure reducing valve (PRV) set at eighty (80) pounds per square inch (p.s.i.) or less; (iii) meter body and meter head; (iv) backflow preventer assembly; and (v) Ball valve.

The District shall place a lead seal on the metering equipment, which must remain intact and, if broken, will be considered evidence of unauthorized water usage.

7.4.2 SIZING

Service line and water meter sizing shall be determined per Colorado Springs Utilities standards, unless otherwise established by *Appendix C*. Water meter sizing shall be determined by (i) "fixture unit count" utilizing "fixture unit values" and by the Pikes Peak Regional Building Department; (ii) additional Customer requirements requested at the time of application for Water Service; and (iii) any other factors which, in the opinion of the District, may affect the demand for water and the size of the water meter.

7.4.3 CHANGE IN WATER METER SIZE

A Customer may request a change in water meter size based on changed conditions at the Premises or when historical usage indicates a change is warranted. The cost for a change in water meter size, including installation costs and additional Connection Charges, shall be the responsibility of the Customer requesting the change. In the case where the size of the water meter is reduced, no additional cost for the water meter shall be incurred by the Customer and no credit shall be issued unless specifically authorized by the Board.

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7.4.4 CHANGE REQUIRED BY DISTRICT

The District may require a change in water meter size when the historical usage indicates that a change is warranted. The Customer shall be given written notice in advance of the change and shall be subject to all costs for the change in water meter size, including installation costs and additional Connection Charges.

7.4.5 OPERATIONAL STANDARDS

The District’s water meters shall be operated within the tolerances and standards established by the American Water Works Association in Section C700 or, in the absence of such standards, within any other standards established by any other organization recognized by the District as an authority with respect to the operational standards of water meters.

7.4.6 TESTING

Upon prior written notice to the Customer, the District reserves the right to periodically test and verify meter tolerance, repair and/or replace a Customer’s metering equipment at its sole discretion.

A Customer may request that the District arrange for third party testing of its water meter at any time, at the Customer’s expense and according to the Fee Schedule outlined in *Appendix B*. If the test shows that the water meter registers outside the tolerance standards established by the American Water Works Association, the water meter shall be repaired or replaced at no cost to the Customer for the testing, the new

water meter, parts, or labor. Any necessary adjustments to billings may be made retroactive for a period not to exceed one (1) year based upon water usage during the previous year, unless the District shall determine that such water usage is not representative of current water usage.

7.5 BACKFLOW AND CROSS-CONNECTION

7.5.1 BACKFLOW PREVENTION DEVICE REQUIREMENT & SPECIFICATIONS

The District requires all Customers to have installed an approved Backflow Prevention Device on all connections. Backflow Prevention Devices which are approved shall conform to the standards established by the District and the CDPHE *Cross Connection Control Manual*. Only approved Backflow Prevention Devices shall be used. The District shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the proper, improper, or negligent installation, operation, use, repair, or maintenance of, or interfering with, any protective device by any Customer, User or any other Person.

7.5.2 INSTALLATION, MAINTENANCE & TESTING OF COMMERCIAL & PRIVATE FIRE SERVICE LINE DEVICES

It shall be the responsibility of each 1) Commercial Unit Customer and 2) Private Residential Customer who has a fire protection sprinkler system or an outside irrigation system, to furnish, install, and keep in good working order and safe condition, a testable double-check valve Backflow Prevention Device on each service connection. It shall be the responsibility of the Commercial and Private User to contact the PFWD Operator before installing these Backflow Prevention Devices.

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It shall be the duty of the Commercial Unit Customer/Private User at any Premises where any Backflow Prevention Devices are installed to have an annual certified test made of these devices. Submission of a completed Backflow Prevention Assembly Test and Maintenance Report (available at www.pfwd.org) shall be required on an annual basis. All tests shall be at the expense of the water user and shall be performed by a certified technician approved by the CDPHE. The results of each such test shall be provided to the District no later than July 31st each year and, where indicated, appropriate repairs or replacement shall be made by the Commercial Unit Customer/Unit within ten (10) days of the original inspection. See Appendix B for the fine for submitting approved these approved annual inspection reports after the July 31st deadline. In those specific instances where the District deems the hazard to be great enough, certified inspections and tests at more frequent intervals may be required.

7.5.2.1 WHEN THE DISTRICT WILL SCHEDULE THE ANNUAL BACKFLOW PREVENTION DEVICE INSPECTION

If the Commercial Unit Customer/Private User does not have the testing completed by September 30th (60 days after the due date), the District will make arrangements to have the testing done by a certified tester, and bill the customer for the fee specified in Appendix B. This fee would be in addition to the late testing fine. This timeline is necessary to avoid having to discontinue Water Service 90 days after the July 31st deadline according to State regulations.

7.5.3 INSTALLATION, MAINTENANCE & TESTING OF RESIDENTIAL DEVICES

It is the responsibility of the Customer to install and maintain a non-testable dual check valve Backflow Prevention Device on each Residential service connection. At any time and at its sole discretion, the District may inspect the device in order to insure it is good working order.

A separate non-testable pressure vacuum breaker Backflow Prevention Device shall be installed on the irrigation system for each Residential service connection.

Failure, refusal, or inability on the part of the Customer to install, test, and maintain said backflow prevention device shall constitute grounds for discontinuing Water Service to the Premises, and shall result in fines until such requirements have been met to the satisfaction of the District. See *Appendix B* for current fine.

7.5.4 INSPECTION

The User's System will be available for inspection at all times to authorized representatives of the District to determine whether cross connections or other structural hazards exist. The District reserves the right to test or otherwise check the installation and operation of any containment device and/or conduct an inspection of the device at any time.

7.6 PRESSURE REDUCING VALVES

When the District's System pressure is over eighty (80) pounds per square inch (p.s.i.) at the District's Service Connection, it shall be the responsibility of the Customer to install and maintain a suitable Pressure Reducing Valve (PRV) on the Customer's Service Line. The pressure reducing valve shall be set to maintain a pressure equal to or lower than eighty (80) pounds per square inch (p.s.i.) within the structure.

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7.7 PRIVATE FIRE PROTECTION

7.7.1 PROVISION FOR CONNECTION

Connections for private fire hydrants, Fire Service Lines and fire suppression systems shall be installed in accordance with applicable governmental regulations and only if adequate provisions are made to prevent the use of water from such Fire Service Lines for purposes other than fire extinguishing or testing of fire protection systems.

7.7.2 RESPONSIBILITY FOR INSTALLATION, MAINTENANCE & REPAIR

Fire Service Lines shall be owned by the Owner of the Premises and the installation, maintenance, repair, and replacement of said facilities shall be at the Owner's sole expense. Fire Service Lines shall not be interconnected with domestic service lines and the Fire Service Lines shall have a separate connection to the Water Main in the street or easement abutting and fronting the Premises unless otherwise approved by the District. Each Fire Service Line shall have an independent shutoff valve which shall be located at or near the Water Main and at a point designated by the District. The District's ownership and responsibility for maintenance and locating ends at the shutoff valve on a Fire Service Line.

7.7.3 CHARGES

Fees and charges for Water Service provided for a Fire Service Line shall be according to the Fee Schedule established by the Board from time to time.

7.7.4 EXTENSION

Customers requesting Water Service through a Fire Service Line shall be required to pay the cost of any Water Main extensions needed to supply the required waterflows.

7.7.5 FLOW AND PRESSURE NOT GUARANTEED

The District will provide Water Service for fire hydrants, Fire Service Lines and other facilities used exclusively for fire suppression at such pressure, and at such rates of flow, as may be available from time to time as a result of the operation of the District's System. The District does not warrant or guarantee, and does hereby expressly disclaim any warranty or guarantee of, any pressure or range of pressures, or rate of flow. The District shall not be liable for any damage in any manner arising out of the non-availability of water, or water pressure, at any hydrant or facility used for fire suppression.

7.7.6 CHARGES FOR UNAUTHORIZED USE

If water supplied by the District is used from a Fire Service Line or private hydrant in violation of these *Rules and Regulations*, the Customer shall pay for the use of such water based on an estimated quantity used as determined by the District, at the regular rates, including the minimum charge based on the size of the service connection. In addition, the District may impose penalties, terminate Water Service and require a deposit as a precondition for future Water Service.

8.0 WATER TAPS

8.1 TAP FEES & CERTIFICATES

A Water Tap Fee shall be charged to a pending Customer of the District when service is desired at any particular Property within the District. Payment of the Tap Fee, as specified in *Appendix B*, is required prior to the Customer, or a contractor acting on the Customer's behalf, installing the Customer's Service Connection to the District's System. Such fee is the

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applicant’s proportionate share of the system cost in relation to the applicant’s use. The District shall issue a Tap Fee Certificate at the time of payment which shall be acceptable by the Pikes Peak Regional Building Department.

8.2 TRANSFERS

Water Taps shall not be transferred for use on any real property other than the Premises to which the Water Taps were originally assigned without the prior written authorization of the District, which approval shall be within the sole and absolute discretion of the Board.

8.3 TIME LIMIT ON INSTALLATION

Following payment of the Tap Fee, the Customer’s Service Connection must be installed within two (2) years from the date of issuance of the Tap Fee Certificate, or the right to access the District’s System will be denied and the Tap Fees deemed to be forfeited.

8.4 APPURTENANT TO PROPERTY

In the event that the Premises served by a Water Tap are conveyed or transferred to a new Owner, such Water Tap shall be deemed transferred with said Premises whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee’s sale, sheriff’s sale, treasurer’s sale, or otherwise. Subject to compliance with these *Rules and Regulations*, the District may recognize such transferee as the Owner of said Water Tap without having first obtained an assignment of such Water Tap executed by the previous Owner of the Premises.

8.5 COMMENCEMENT OF CHARGES

Fees and charges payable to the District shall commence as of the date of connection to the District Water System, with the first billing being rendered on or about the first day of the next billing period following connection, with any minimum charges being prorated for the period.

8.6 SEPARATE WATER TAPS & SUBMETERING

All Parcels receiving Water Service from the District shall be required to obtain a separate Water Tap to serve only that Parcel. In the case of a commercial or industrial Parcel with multiple Users, additional Water Taps may be provided upon approval by the District after payment of the appropriate Tap Fee and/or Connection Charges, as specified in *Appendix B*. An Owner who is or will be responsible for the payment of Water Service for multiple dwellings or commercial units which are located within a single building may be permitted to have one (1) master Water Tap serving all units located within such building. However, each dwelling or commercial unit shall be regarded as a separate Water Service, equipped with a submeter, and subject to quarterly billing by the District. Exceptions to this requirement shall be at the sole discretion of the Board. An Owner who is responsible for the irrigation of common landscaping may be permitted to have one (1) master Water Tap serving all common areas requiring landscape irrigation, but such Water Tap may not be used to provide Water Service to any units which may be occupied by a Tenant.

8.7 CONTINUATION OF WATER SERVICE PENDING DISPUTE RESOLUTION

If a dispute arises as to the legal ownership of a Water Tap, the District may, upon written request, continue to provide Water Service to the Premises for such period of time deemed appropriate by the District pending an agreement between the disputing parties or a court determination relative to the ownership of the Water Tap. In the event the District shall determine, in its discretion, that the parties are not proceeding in good faith to achieve a resolution as to the ownership of the Water Tap serving said Premises, the District may terminate Water Service to said Premises.

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9.0 INCLUSIONS & OUT-OF-DISTRICT SERVICE

9.1 INCLUSIONS

Service shall be furnished subject to the District's *Rules and Regulations* and only to Property included within and subject to the *Rules and Regulations* of and taxation by the District. A person owning land within or without the exterior boundaries of the District who desires service must include all of his land serviceable by the system contiguous to the Parcel on which service is desired into the District. A formal request for Inclusion within the District shall be made to the District by the applicant, per § 32-1-401, Colorado Revised Statutes, accompanied by a non-refundable deposit, as specified in *Appendix B*, for legal fees and the estimated costs of publication. Any additional costs or legal fees which the District may incur shall be assessed and paid prior to approval of Inclusion by the Board. Until paid, such costs and fees shall be a lien upon the property in question.

9.2 OUT-OF-DISTRICT WATER SERVICE

No water service shall ever be provided to property outside of the District's boundaries, except upon the express written consent of the District. The District has no obligation whatsoever to provide any service outside of its legal boundaries, but may provide such service under the terms and conditions set forth in this section. Charges for furnishing service outside of the District shall be at the discretion of the Board, but no service shall be furnished to property outside of the District unless the charge therefore equals at least the cost of service, plus the estimated mill levy and tap fees for which such property would be responsible if it were a part of the District. Metering shall be at the point of delivery. Whenever the District furnishes service to property outside the District, the District reserves the right to discontinue the service when, in the judgment of the Board, it is in the best interest of the District to do so. A formal written service agreement between the out-of-district Customer and the District shall be executed prior to the commencement of any Water Service to the Property.

9.3 EXTENSION OF WATER SYSTEM ACROSS FRONTAGE

In general, all extensions of Water Mains shall extend the entire distance between opposite boundaries of the real property to be served and shall be located within public rights-of-way unless the District determines it is necessary to construct Water Mains within easements granted to the District and located on private property. Developers seeking an extension of Water Mains shall, in consultation with the District, secure or grant all easements required by the District in which to construct the Water Mains. The form of the easement agreement shall be as determined by the District.

9.4 OVERSIZING

The District may elect to install a larger Water Main than needed for a Developer's service requirements. If the District requires that the Developer oversize the Water Main, the District will bear the additional cost of the pipes, fittings, valves, and other materials and equipment for such oversizing. The service requirements of each Developer shall be independently considered, and the requirements for each development shall be specific to such development.

9.5 CONSTRUCTION BY APPROVED CONTRACTOR

Construction of improvements to the District's Water System shall be performed by the District, the District's contractor, or a Developer's contractor approved by the District. Developers requiring construction of improvements to the District's System shall select a reputable engineer and contractor of their choice for the design and construction of water system improvements, provided that such engineer and contractor meet the District's

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requirements. In all cases, the Developer shall be required to make advance payment of the estimated costs of plan review, administrative expenses, and other applicable fees and costs estimated to be incurred by the District related to the construction of said water system improvements.

9.6 APPORTIONMENT OF COSTS

The District may extend its Distribution System and/or expand and/or upgrade its Source facilities when, in the opinion of the District, the public convenience and welfare are best served by such construction. At its sole discretion and where it appears equitable for the cost of such construction to be apportioned to more than one (1) Parcel, the District may apportion all, or any part, of the cost of the construction of such improvements among such Parcels as may at any subsequent time apply for a Water Tap from said extension. The amount of the costs to be apportioned to each Parcel shall be at such rate and under such terms and conditions as the District shall establish in its discretion. For included properties, such costs shall be collected in the form of Plant Investment Fees.

9.7 COMPLIANCE WITH CONSTRUCTION STANDARDS

All extensions to the District’s Distribution System shall be constructed only by the District or by a reputable waterworks contractor, working on behalf of a Developer, as approved by the District and in accordance with the latest Construction Standards and Specifications adopted by the Board, as listed in *Appendix C*. In cases where no standard has been set by the District, reference shall be made to the current and applicable standard as set and published by Colorado Springs Utilities. No construction shall be undertaken until the District has reviewed and approved all construction plans for such extensions. The pipes, fittings, valves, hydrants, and other materials for the construction of said extensions shall be of the size, quality, and at such location as the District shall specify in its Construction Standards and Specifications. Fire hydrants will be installed as specified herein and at the locations designated by the District, in cooperation with other local authorities, so as to afford maximum fire protection coverage.

9.8 OWNERSHIP OF IMPROVEMENTS AND WARRANTY PERIOD

Upon completion of an extension of the District’s Distribution System by a Developer, the District shall cause such extension to be examined for compliance with the District’ Construction Standards and Specifications, as listed in *Appendix B*. Upon final acceptance of the extension of the District’s Distribution System, the Developer shall be deemed to have transferred all of its rights, title, and interest in such extension to the District and the District shall thereafter be the owner of such improvements and shall accept the maintenance responsibility for such improvements, subject to the Developer’s warranty. If the extension of the District’s Distribution System is made by a private contractor retained by the Developer, the Developer shall be responsible for a period of two (2) years following final acceptance for any failure in materials or workmanship.

9.9 REIMBURSEMENT AGREEMENTS

In the event that a Developer shall, at its own cost and expense, extend a Water Main adjacent to a Parcel other than the Developer’s Parcel, so that Water Service becomes available to other Parcels without further extension of the Water Main, then, in such event, the Developer may obtain partial reimbursement for the cost of the extension of the Water Main and related improvements. Any cost recovery is subject to the establishment of a prior written agreement between the District and the Developer, executed prior to the commencement of construction, and only if the District deems such agreement is in the best interest of the District. At no time shall reimbursement exceed the actual costs of construction.

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10.0 TERMINATION OF WATER SERVICE

10.1 TERMINATION OF WATER SERVICE AT REQUEST OF CUSTOMER

When a Customer notifies the District that it wishes for Water Service to be discontinued, the District will read the water meter and terminate Water Service. The Customer shall continue to be subject to monthly minimum charges, but will be exempt from paying the Reconnect Fee one (1) time per calendar year.

10.2 TERMINATION OF WATER SERVICE BY DISTRICT

10.2.1 TERMINATION OF WATER SERVICE FOR NON-COMPLIANCE

Except as otherwise provided by these *Rules and Regulations*, the District may refuse to supply water or may terminate Water Service to any Premises or structure located therein where the User or Customer fails, after reasonable notice, to comply with the *Rules and Regulations* of the District within the time period specified in the written notice. In such cases, a Reconnect Fee will be required prior to reinstating service.

10.2.2 TERMINATION OF WATER SERVICE FOR NON-PAYMENT

Except as otherwise provided by these *Rules and Regulations*, the District may refuse to supply water or may terminate Water Service to any Premises or structure located therein where the User or Customer fails, after reasonable notice, to pay fees due within the time period specified in the written notice. In such cases, a Reconnect Fee will be required prior to reinstating service.

In cases of financial hardship, the Board and/or its authorized representative may approve special requests to accommodate payment plans in lieu of terminating service. This decision is at the discretion of the District, and will be limited to customers demonstrating a sincere effort to establish and maintain a payment plan.

10.2.3 OTHER FEES & PENALTIES

In the event of the violation of the District's *Rules and Regulations* and in addition to any other legal or equitable remedies available to the District, the District may impose fines and penalties, require deposits, terminate Water Service, and/or obtain injunctive or equitable relief to abate such violation.

10.2.4 NOTICE OF TERMINATION BY DISTRICT

Notice of termination by the District shall be sufficient if given by any one (1) of the following: (a) Regular first-class United States mail, postage prepaid, sent to the Customer's address as shown in the District's records; or (b) Certified mail, return receipt requested, sent to the Customer's address as shown in the District's records; or (c) By hand delivery of notice to the Customer's Premises. The notice shall be deemed complete upon (i) deposit in the United States mail, if the notice is sent by mail; or (ii) delivery to a responsible adult residing at the Premises or, if none, upon posting the notice at the main entrance of the Premises, if the notice is personally delivered. The period for compliance shall be as set forth in the notice.

Following completion of a second notice, water service will be discontinued, and a Reconnect Fee required must be paid in full to resume service.

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11.0 RESPONSIBILITY AND LIABILITY

11.1 AUTHORIZATION

The Customer and User shall be responsible for all damage or injury resulting from the failure of the Customer or User to properly construct, maintain, repair, or correct conditions in the User's System.

11.2 PRESSURE & SUPPLY

The District does not guarantee, and does hereby expressly disclaim any guarantee of, a uniform pressure, or an uninterrupted supply of water, and Users are cautioned to provide appropriate devices to satisfy specific pressure requirements and sufficient storage of water where an absolutely uninterrupted supply must be assured.

11.3 LIABILITY OF DISTRICT

The District will not be liable for any damage to the Premises, injury to the User, the Customer, or others on the Premises caused by interruption of Water Service, reduction of water supply, reduced or excessive water pressure, or quality of water delivered to the Premises but will, whenever reasonable, give Users advance notice when it is known that Water Service is to be interrupted.

11.4 LIABILITY OF USER

The User shall be liable for any damage to the District's System which is caused by an act of the User, its tenants, agents, employees, contractors, licensees, or permittees. Damage to the District's System shall include, but not be limited to, breaking of seals and locks, tampering with water meters or meter vaults, damage to water meters or meter vaults (including, but not limited to, damage by heat, hot water, or steam), and damaged curb stops, water meter stops, and other Water Service appurtenances. The User responsible for the damage or tampering shall be subject to fines and penalties as established by the Board and/or shall have Water Service terminated by the District.

11.5 RESTORATION OF WATER SERVICE

If a Customer requests that the District restore Water Service after discontinuation, the District shall have no liability for damages to the Premises if a leak occurs inside the structure, if a faucet or fixture is open or a leak occurs at any place in the Customer's Service Line.

11.6 ALTERATIONS PROHIBITED

No modifications or alterations to the Meter Assembly shall be made. The Customer shall be responsible for any damage to water meters or meter boxes due to the unlawful modification or alteration of the District's installation. Any such modifications or alterations without the consent of the District shall constitute illegal tampering of the District's System.

12.0 REMEDIES

12.1 GRIEVANCES & APPEALS TO THE BOARD

Any Person aggrieved by a ruling or interpretation of the provisions of the District's *Rules and Regulations* may submit a written appeal to the Board. The appeal shall set forth the events and circumstances leading to the appeal, the nature of the ruling or interpretation from which relief is sought, and the nature of the impact of the ruling on the appellant, together with any other reasons for the appeal.

The Board shall take the matter under consideration, obtain additional evidence, hear

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testimony, and one (1) or more individual board members may make an independent review of the case, if deemed necessary. Within sixty (60) days following receipt of the appeal to the Board, the Board will prepare and issue a written decision to the appellant affirming, denying, or modifying the interpretation or ruling. In lieu of a hearing by the Board, the Board may appoint a representative or hearing officer to review the appeal and recommend a decision to the Board.

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APPENDIX A
Revision History

Date	Changes Adopted
December 14, 2011	Initial Release, Sections 1.0 through 4.5
January 11, 2012	Added Sections 4.6 through 6.8, including APPENDIX B – District’s Fee Schedules, and Definitions for Customer, Cross-Connection, District Office, Price Plant, Reconnect Fee, and Squires Plant.
March 14, 2012	Added text for Section 5.0.
April 1, 2012	Updated Appendix B to reflect changes in the Water Rate Schedule.
August 6, 2012	Added Sections 7.0 through 7.6.6, including APPENDIX C – Construction Standards and Specifications (Service Lines)
November 14, 2012	Added Sections 8.0 through 8.7, including APPENDIX C – Construction Standards and Specifications (Water Mains; Commercial Services & Meter Assembly), and Definitions for Fire Service Line, Included Property, Inclusion, Submetering, Termination, Shut-Off, and Turn-On.
May 8, 2013	Added Sections 10.0 through 12.1; Updated the titles for Sections 8.1 and 8.3; Updated the Definition for Cross-Connection; Deleted the Definitions Shut-Off Fee; Deleted the term Included Property from the Definitions; Updated text for the definition of Inclusion; Corrected typographical and grammatical errors in the Definition for Meter Assembly and Section 3.3, 4.9, 6.5.5, 7.3.1, 7.3.2, 7.3.6, and 9.6; Updated the text for Sections 8.1, 8.3, 9.1, 9.2, and 9.6; Added Bulk Water Sales under Water Rate Schedule in APPENDIX B; Added /fire Protection under Tap Fee Schedule in APPENDIX B; and Removed Shut-Off Fee under Miscellaneous Fee Schedule in APPENDIX B.
June 11, 2014	Added Section 4.7 regarding Bulk Water Sales; Added Bulk Water Station Key Deposit to APPENDIX B; Added website references for Bulk Water Sales Agreement and Backflow Prevention Assembly Test and Maintenance Report; Changed 7.3.1 to reflect possibility of District-approved services for multiple buildings; Changed 8.5 to reflect that fees/charges accrue once a new Water Tap is connected to the District’s Water System.
August 13, 2014	Added Section 7.2 regarding Required Inspection; Added Water Rate for New Construction and New Construction Inspection Fee(s) to APPENDIX B.
December 3, 2015	Updated Section 6.5.4 PENALTIES to add new penalties for late and delinquent payments, and added Section 6.5.7 for a New Customer Set-Up Fee. Updated Rates and Fees in APPENDIX B.
June 9, 2016	MODIFIED Section 2 Definitions; Section 4.3 Delivery Pressure; Section 4.10 Unauthorized Tampering with System; Section 6.1 Established by Resolution; 6.4 Tap Fees; Section 6.5.2 Billing Schedule; Section 6.5.3 Payments; 6.5.5 Shut-offs and Re-Connections; Section 7.3.1 Installation and Maintenance; Section 7.4.1 Specifications; Section 7.5.2 Installation, Maintenance & Testing of Commercial & Private Fire Service Line Devices; Section 7.5.2.1 When the District will Schedule the Annual Backflow Prevention Device Inspection; Section 7.5.3 Installation, Maintenance & Testing of Residential Devices; ADDED Sections 6.3.1, 6.3 2, and 6.3.3 dealing with penalties for unauthorized actions; 6.5.4.4 Exception to Penalty Fees.
September 14, 2016	MODIFIED Section 6.5.4 Penalties, Section 6.5.5 Shut-Off and Re-Connections, Appendix B Fees
October 12, 2016	MODIFIED Section 6.5.5.2 Shut Off Notice to Customer and Customer Appeals, Section 6.5.6 Meter Reading

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December 14, 2016	MODIFIED Appendix B Water Rates
July 12, 2017	MODIFIED Section 6.5.3 Payments, Section 6.5.4.1 Late Payment Fee, Section 6.5.5.2 Shut Off Notice to Customer and Customer Appeals, and Appendix B. DELETED: Section 6.5.4.2 Past Due Notice Administrative Fee and Shut Off Warning and Section 6.4.5.3 Delinquent Account Administrative Fee. RE-NUMBERED Section 6.5.4.4 to 6.5.4.2

January 1, 2019 MODIFIED Appendix B Water Rates and Fees

January 1, 2020 MODIFIED Appendix B Water Rates and Fees

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APPENDIX B

Schedule of Fees and Fines

All Fees and Fines are due within 30 days of invoicing.

Water Rate Schedule (for water usage beginning 1/1/2020)

Monthly Minimum	\$100.00
Water usage from 0–4,000 gallons	\$ – per 1,000 gallons used, or partial prorated
Water usage from 4,001–7,000 gallons	\$ 4.00 per 1,000 gallons used, or partial prorated
Water usage from 7,001–10,000 gallons	\$ 5.75 per 1,000 gallons used, or partial prorated
Water usage from 10,001–13,000 gallons	\$ 7.50 per 1,000 gallons used, or partial prorated
Water usage over 13,000 gallons	\$ 9.25 per 1,000 gallons used, or partial prorated

Bulk Water Sales (District authorized only)
1/1/2020) \$ 18.00 per 1,000 gallons, or partial thereof (eff.

New Construction (prior to setting meter only) same as BiMonthly Minimum

Tap Fee Schedule

Line Size	3/4'	\$8,000	per	tap
	1 "	\$10,000	per	tap
	1.5"	\$13,000	per	tap
	2 "	\$15,000	per	tap
	Fire Protection	\$40,000	per	tap

Miscellaneous Fee Schedule

Returned Check Fee (Insufficient Funds)	\$20.00	(6.5.3)
Late Payment Fee / per billing cycle	\$15.00	(6.5.4.1)
New Customer Set-Up Fee	\$50.00	(6.5.7)
Shut-Off Fee	\$60.00	(6.5.5)
Reconnect Fee	\$60.00	(6.5.5)
Meter Read Fee	\$25.00	(6.5.6)
Fee to have District schedule inspection Of Backflow Device	\$150.00	(7.5.2.2)

New Construction Inspection

\$60.00 per inspection

Water Meter Testing

District cost plus 15% for shipping/handling

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Fines for:

<i>Unauthorized Use of a Fire Hydrant</i>	\$1,500 plus any incurred costs (4.9.1)
<i>Unauthorized Tampering with System</i>	\$1,500 plus any incurred costs (4.10)
<i>Unauthorized Use of District Well Water</i>	\$1,500 plus any incurred costs and water used will be charged at the current Bulk Rate price (6.3.3)
<i>Late Filing of Backflow Device Testing Reports</i>	\$250 (7.5.2)
<i>Non-compliance with Backflow Prevention Device Requirements</i>	\$150 plus \$150 per day until corrected and approved by PFWD (7.5.3)

Inclusion Request Deposit **\$1,000**

Bulk Water Station

Key Deposit	\$25.00
Lost Key Fee	\$50.00

PFWD may implement water restrictions during periods of shortage or hot weather or whenever else the Board deems it to be necessary to protect PFWD's water supply. Such restrictions may forbid the use of water for outdoor purposes on specified days or at specified times during the day. Restrictions may also be applied to specific uses such as, for example, car washing. Failure to abide by these or any other restrictions on water use may result, after appropriate notice to the user, in the PFWD shutting off water service to the property until the water shortage is over.

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APPENDIX C Construction Standards and Specifications

All utility construction is to be conducted in conformance with the current PFWD specifications, which are consistent with Colorado Springs Utilities unless otherwise noted and approved. These standards and specifications are subject to change at any time.

Service Lines

Unless otherwise authorized, a separate and independent service line shall be provided for every building and installed at the expense of the property Owner(s). A Curb Stop shall be located at or near the property line on all service lines. The Curb Stop must be visible and accessible for District use. The top of the box must be level with the surface if installed in concrete or in a landscaped area. If located in a sod or grassy area, the top of the box should be 2-3" above the surface to insure both accessibility when the grass grows and protection from lawnmower blades set in a normal position.

Water Mains

All water main pipe shall be AWWA C900 PVC, or equal, pressure class 200, installed with a maximum joint deflection of 3 degrees. All water main fitting shall have mechanical restraints and thrust blocks. All water main pipe shall have a minimum cover depths of five (5) to (6) feet. All materials and workmanship shall be subject to inspection by the District or its representative. The District reserves the right to accept or reject any such materials and workmanship that does not conform to the standards and specifications. Ductile iron pipes, including fittings, valves and fire hydrants, shall be wrapped with polyethylene tubing. All main lines (PVC & ductile iron) shall be installed with coated No. 12 tracer wire with test stations every 500 feet, unless valve boxes can be used at intersections and service stubs.

All pipe material, backfill and installation shall conform to the applicable specifications of the City of Colorado Springs, Colorado Department of Transportation, El Paso County Department of Transportation, Colorado Springs Utilities and the geotechnical engineer, if applicable. All sections of water line are to be tested and must pass a pressure test to 200 PSI for two (2) hours, unless otherwise approved on the plans. No water facility shall be placed in service until after the completion of all required pressure testing, flushing, bacteriological testing, compaction testing and as-built drawings are submitted and approved by the District.

All water mains, including service lines, shall have "as-built" drawings prepared and approved prior to preliminary acceptance by the District. Preliminary acceptance shall be defined as the point in time that the District accepts the facility for use and all surface improvements and restoration are completed. Final acceptance by the District of any water line or system shall not occur until final completion and/or restoration of all surface improvements. The warranty period for all facilities shall be twelve (12) months commencing with final acceptance.

Commercial Services & Meter Assembly

All commercial/business development shall have an eight inch (min.) water main looped through the proposed property with gate valves located where the main enters the property line. Any facilities located outside of the roadway must be marked appropriately with Carsonite markers at each valve, manhole, test station and any other facilities the District deems necessary