

## SNOWMASS WATER AND SANITATION DISTRICT

### RULES AND REGULATIONS

#### SECTION I. GENERAL REGULATIONS

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1.1 **Purpose.** These Rules and Regulations shall provide for management and operation of the water and sewer systems of the Snowmass Water and Sanitation District including additions thereto and will serve a public use and are necessary to promote the health, safety and general welfare of the inhabitants of the District. The Board shall review these Rules and Regulations yearly.

1.2 **Definitions.** The following terms, as used herein, are defined as follows:

1.2.1 Air Gap shall mean the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of said vessel. An approved air gap shall be at least double the diameter of the supply pipe, measured vertically, above the top of the rim of the vessel, and in no case less than 1 inch. When an air gap is used at the service connection to prevent the contamination or pollution of the District potable water system, an emergency bypass shall be installed around the air gap system and an approved reduced pressure principle device shall be installed in the bypass system.

1.2.2 Approved shall mean accepted by the District according to the applicable specification stated or cited in these Rules and Regulations, or as suitable for the proposed use.

1.2.3 Approved Backflow Prevention Device shall mean a device that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

AWWA C506-78 Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices

and have met completely the laboratory and field performance specifications of the Foundation for Cross Connection Control and Hydraulic Research of the University of Southern California established by Specifications of Backflow Prevention Devices - #69-2. Final approval shall be evidenced by a Certificate of Approval issued by an approved testing laboratory certifying full compliance with said AWWA standards and FCCC&HR specifications dated March 1969 or the most current issue.

1.2.4 Approved Testing Laboratory. The following testing laboratory has been qualified by the District Manager to test and certify backflow preventers:

Foundation for Cross-Connection Control and Hydraulic Research  
University of Southern California  
University Park  
Los Angeles, California 90007

- 1.2.5 Auxiliary Water Supply shall mean any water supply on or available to the premises other than the District's water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source such as a well, spring, river or used waters or industrial fluids. These waters may be polluted or contaminated or may be objectionable and constitute an unacceptable water source over which the District does not have sanitary control.
- 1.2.6 Backflow Preventer shall mean a device or means designed to prevent backflow or back siphonage.
- 1.2.7 Back Pressure means backflow caused by a pump, elevated tank, boiler or other means that could create pressure within the system greater than the supply pressure.
- 1.2.8 Back Siphonage means the flow of water or other liquids, mixtures or substances into the distribution pipes of the District's potable water system from any source other than its intended source caused by the sudden reduction of pressure in the District water system.
- 1.2.9 Bathroom shall mean any area having a toilet.
- 1.2.10 Bathtub shall mean all hot tubs, whirlpool tubs, bath tubs and the like of a permanent installed nature, having a capacity of ~~greater~~ less than 50 gallons volume at the overflow or a total capacity of 50 gallons, whichever is less.
- 1.2.11 Bedroom shall mean a room for sleeping having not more than three bed spaces including, a room with a convertible bed, hide-a-bed, and a den, family or recreational room. A bedroom having two full size or larger beds, four bed spaces, shall be counted as 1.5 bedrooms.
- 1.2.12 Bed Space shall mean space for one person to sleep.
- 1.2.13 Board shall mean the Board of Directors of the Snowmass Water and Sanitation District.
- 1.2.14 Certified Cross-Connection Inspector and/or Tester shall mean a person who has passed a State approved testing and/or inspection course and who is listed by the State as a certified inspector and/or tester.
- 1.2.15 Check Valve shall mean a self-closing device which is designed to permit the flow of fluids in one direction and to close if there is a reversal of flow.
- 1.2.16 Colorado Department of Health Cross-Connection Control Manual shall mean a manual that has been published by the State addressing cross-connection control practices, which will be used as a guidance document for the District in implementing a cross-connection control program.
- 1.2.17 Commercial Buildings shall include office buildings, retail sales buildings, multiple use buildings, laundromats, service stations, shops, garages, fire stations, warehouses and similar facilities.
- 1.2.18 Connection Permit shall mean written permission of the Board to connect to a water or sewer line of the District, pursuant to these Rules and Regulations.

- 1.2.19 Connecting Trunk Sewer Line shall be any ~~water- sewer~~ main or pipeline needed to connect a ~~water sewer~~ distribution line system to District service facilities.
- 1.2.20 Connecting Water Transmission Line shall be any water main or pipeline needed to connect a water distribution line system to District service facilities.
- 1.2.21 Contamination shall mean an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health.
- 1.2.22 Cost of Construction shall mean all costs applicable to the construction of a given new facility, including, without limitation, the hard and soft construction costs, and the costs of surveys, actual construction, preliminary and design engineering, inspection, administrative and legal service, "as-built" drawings, easements acquisition, and all other costs necessary for completion of such new facility. However, cost of construction shall not include any expenses for additions to the water or sewage treatment plants which might be made necessary as a result of the connection of the new facility, or the connecting water transmission or trunk sewer lines.
- 1.2.23 Critical Level shall mean the critical level C-L or C/L marking on a backflow prevention device or vacuum breaker which is a point conforming to approved standards established by the testing laboratory (usually stamped on the device by the manufacturer) which determines the minimum elevation above flood-level rim of the fixture or receptacle served at which the device may be installed. When a backflow prevention device does not bear a critical level marking, the bottom of the vacuum breaker, combination valve or the bottom of any such approved device shall constitute the critical level.
- 1.2.24 Cross-Connection shall mean any unprotected, actual or potential connection or structural arrangement between the District's or a customer's potable water system and other source or system through which it is possible to introduce into any part of the potable system any substance, other than the intended potable water, with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices and other temporary or permanent devices through which or because of which backflow can or may occur, are considered to be cross-connections.
- 1.2.25 Cross-Connections—Controlled ~~shall mean~~ a connection between a potable water system and a non-potable water system with an approved backflow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.
- 1.2.26 Customer shall mean any person or entity authorized to use District facilities under a connection permit and who is supplied with water or sewer service by the District.
- 1.2.27 Developer shall mean the owner of real property within the District requesting new or modified facilities or service from the District.
- 1.2.28 District shall mean the Snowmass Water and Sanitation District, a special district organized and existing pursuant to the laws of the State of Colorado.
- 1.2.29 District Manager shall be the individual appointed by the Board to act on its behalf in the overall administrative management of the District.

- 1.2.30 District Water Service Line shall mean the tap to the water main, the curb valve and the water line between the tap and curb valve, all of which are the property of the District.
- 1.2.31 Double Check Valve Assembly shall mean an assembly of two independently operating approved check valves with tightly closing shut off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and District-approved testing establishment for backflow prevention devices. To be approved, these devices must be readily accessible for in-line maintenance and testing.
- 1.2.32 EQR shall mean equivalent residential unit; the basic service used to identify the water and wastewater demands relating to an average single family residence consisting of not greater than three bedrooms, two bathrooms and one kitchen or its equivalent.
- 1.2.33 Flood Level Rim shall mean the edge of the receptacle from which water overflows.
- 1.2.34 Hazard—Health shall mean any condition, device or practice in the water supply system and its operation which could create, or in the judgment of the District Manager may create a danger to the health and well being of the water customer. An example of a health hazard is a structural defect, including cross-connections, in a water supply system.
- 1.2.35 Hazard—Plumbing shall mean a plumbing type cross-connection in a customer's potable water system that has not been properly protected by a vacuum breaker, air gap separation or backflow prevention device. Unprotected plumbing type cross-connections are considered to be a health hazard.
- 1.2.36 Hazard—Pollutional shall mean an actual or potential threat to the physical properties of the water system or to the potability of the public or the customer's potable water system, but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.
- 1.2.37 Hazard—System shall mean an actual or potential threat of severe damage to the physical properties of the District potable water system or the customer's potable water system or of a pollution or contamination which would have a protracted affect on the quality of the potable water in either system.
- 1.2.38 Industrial Fluids System shall mean any system containing a fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollutional or plumbing hazard if introduced into the District water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and used waters originating from a public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalies; circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, irrigation canals or systems, etc.; oils, gases, glycerine, paraffins, caustic and acid solutions, and their liquid and gaseous fluids used in industrial or other purposes or for fire fighting purposes.

- 1.2.39 Inspector shall mean the District Manager and authorized representatives of the District.
- 1.2.40 Kitchen shall mean any area having facilities for cooking or for cooking and dishwashing.
- 1.2.41 Multi-Family Residential Units shall mean units which may have common laundry facilities or individual laundry hookups, including apartments, condominiums, townhouses and similar facilities in the same complex with one kitchen per unit.
- 1.2.42 Municipal Facility shall mean a facility owned by a governmental entity which is used for governmental or proprietary functions.
- 1.2.43 Non-Potable Water shall mean water that is not safe for human consumption or that is of questionable potability.
- 1.2.44 Person shall mean any individual, firm, company, association, society, corporation or group.
- 1.2.45 Pollution shall mean the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.
- 1.2.46 Potable Water shall mean water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical or radiological quality shall conform with State of Colorado Drinking Water Regulations.
- 1.2.47 Private Sewer Service Line shall mean the sewer line from the wye at the sewer main to the premises being served.
- 1.2.48 Private Water Service Line shall mean the water line from the curb valve or the property line, whichever shall be closest to the District main, to the premises being served.
- 1.2.49 Recyclable Hot Tub shall mean all hot tubs, whirlpool tubs, bath tubs and the like of a permanent installed nature or of a portable nature, having a total capacity of not greater than 500 gallons.
- 1.2.50 Reduced Pressure Principle Device shall mean an assembly of two independently operating, approved check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and District approved testing establishment for backflow prevention assemblies. The device shall operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between the two check valves shall be less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is 2 pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved, these devices must be readily accessible for in-line maintenance and testing and be installed in a location where no part of the device will be submerged.

- 1.2.51 Sanitary Sewer shall mean a sewer which carries sewage, and to which storm, surface and groundwaters are not intentionally admitted.
- 1.2.52 Schools shall include daycare centers, public and private day schools, included in which are teachers, librarians, custodians and administrative personnel associated with the school function.
- 1.2.53 Service Plan shall mean the preliminary service plan for organization of the District, prepared by Wright-McLaughlin Engineers, dated December 17, 1965.
- 1.2.54 Sewage Collection Line shall mean any sewer main located in a particular subdivision or other integrated development which collects sewage from the various units therein.
- 1.2.55 Sewer Main shall mean any sewer line owned by the District and installed in a public street or easement.
- 1.2.56 Shall is to be considered as mandatory; may is discretionary.
- 1.2.57 Single Family Residential Units shall include single-family homes, duplexes, individually built mobile homes, mobile homes on a single lot, and mobile homes established as permanent residences having one kitchen. If a single family residential unit has more than one kitchen, then it shall be considered to be a multi-family residential unit.
- 1.2.58 Submerged Inlet shall mean a water main or extension thereto from the District water system terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality, waste or other contaminants and which is unprotected against backflow.
- 1.2.59 Swimming Pool shall mean all swimming pools, hot tubs, whirlpool tubs, bath tubs and the like of a permanent installed nature, having a capacity of greater than 50 gallons volume at the overflow or a total capacity of greater than 50 gallons, whichever is less. A recyclable hot tub shall not be considered a swimming pool.
- 1.2.60 System Development Fee is a fee to effect a partial reimbursement of capital investment to the District, also known as a tap fee.
- 1.2.61 Transient Residential Units shall include hotels, motels, mobile home parks, dormitories, recreational vehicle parks and similar facilities intended for short term rental and does not include laundry facilities, except those in mobile homes.
- 1.2.62 Undefined Terms shall mean any other term not herein defined shall be defined as presented in the "Glossary Water and Sewage Control Engineering", A.P.H.A., A.S.C.E. and W.P.C.F., latest edition.
- 1.2.63 Unit shall mean one parcel, lot or unit of real property in single or common ownership.
- 1.2.64 Vacuum shall mean any pressure less than that exerted by the atmosphere.
- 1.2.65 Vacuum Breaker, Atmospheric Type shall mean a vacuum breaker which has a moving element inside, which during flow prevents water from spilling from the device and during the cessation of flow, drops down to provide a vent opening.

The atmospheric vacuum breaker cannot be installed where there can be back pressure, only where there can be back siphonage. This device should not remain under pressure for more than 12 hours in any 24-hour period, and shall not have any shutoff valve downstream.

- 1.2.66 Vacuum Breaker, Pressure Type shall mean a vacuum breaker that can be installed where there can be back pressure. The pressure vacuum breaker may have shutoff valves downstream.
- 1.2.67 Water Distribution Lines shall mean a water main located in a particular subdivision or other integrated development which distributes water to the various units therein.
- 1.2.68 Water Main shall mean any water line owned by the District.
- 1.2.69 Water Service Connection shall mean the terminal end of a private water service line at the connection with the District water main.

**1.3 Water System.** The following general regulations shall apply to the District water system:

- 1.3.1 Purpose. District water system is intended to provide potable water for municipal uses.
- 1.3.2 Fire Hydrants
  - 1.3.2.1 Purpose. It is the express policy of the District that fire hydrants are for emergency use only by emergency personnel. No other connections shall be made to District fire hydrants without first obtaining a permit and paying applicable fees to the District.
  - 1.3.2.2 Installation. Fire Hydrants may be installed on private water service lines subject to the following conditions:
    - a. approval of the Board is obtained in writing; and
    - b. the District has no obligation for repair and maintenance of the fire hydrant.

**1.4 Sanitary Sewer System.** The following general regulations shall apply to the District sanitary sewer system:

- 1.4.1 Purpose. The District sanitary sewer system is intended to effectuate the treatment and disposal of water contaminated by biodegradable wastes and is not intended for receiving flood waters, surface drainages, industrial process waters or discharge or water from above ground or underground sources unless so contaminated.
- 1.4.2 Prohibited Sewer Connections.
  - 1.4.2.1 Drains. No connection of roof drains, exterior foundation drains, areaway drains, garage floor drains, or other sources of surface runoff or groundwater to a private sewer service line, building sewer or storm drain, which in turn is connected directly or indirectly to the District sewer system is permitted.

1.4.2.2 Detrimental Effluents Prohibited. Toxic or non-biodegradable waste or any waste which makes the effluent not within state standards after existing treatment shall not be discharged into the sewer system. Oils and greases for mechanical uses, gasoline and kerosene shall not be discharged into the sewer system. No foreign matter which could cause stoppage may be discharged from vehicle wash racks, filling stations, restaurants, or other building sewers as specified by the District shall be connected to any sewer service line unless the discharge first passes through an acceptable grease, sand and oil interceptor.

1.4.2.3 Manufacturing and Industrial Uses. Manufacturers and industries are prohibited from using the District sewer system unless they obtain a special permit from the Board, the granting of which is discretionary, said permit defining the conditions, limitations, and restrictions, and the fees and charges determined by the Board to be for the best interest of the District and its inhabitants. Each user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent of the sludge of the District's treatment works shall pay for such increased costs.

1.4.2.4 Discharge from Swimming Pools. All swimming pools, hot tubs, whirlpool tubs, bath tubs and the like, having a capacity of 1,000 gallons or greater must be registered with the District by size and location. A permanent sign must be placed in the filter room or location at the drain control with instructions for draining the pool as follows: "BEFORE DRAINING THIS POOL, CONTACT THE SNOWMASS WATER AND SANITATION DISTRICT AT 923-2056". The District Manager shall arrange a time for draining the pool into the District's sewer system between the hours of 11:00 p.m. and 6:00 a.m. Draining of pools at other times or without approval of the District Manager is prohibited.

1.4.2.5 Swimming Pool Acid Cleaning. If acid cleaning is used, the customer is subject to the increased cost of operation and a non-conforming discharge assessment to be determined by the Board.

1.4.3 Use of Sewer Required. No sewage disposal system shall be constructed within the District unless it is connected with a District sewer main. The Board may grant specific authorization for an exemption, until such time as District sewer service is available within 400 feet of the unit to be served, and only if the following conditions are met:

- (a) Extension to the District's sewer system is impractical or unfeasible; and
- (b) A private disposal system is constructed meeting all State Health Department Standards and has been approved by the District Manager and the Pitkin County Sanitarian.

**1.5 Water and Sewer System.** The following general regulations shall apply to the District potable water and sanitary sewer systems:

1.5.1 Authority of Inspectors. Inspectors and other duly authorized employees of the District with proper credentials shall be permitted to enter upon all properties at reasonable times within the District as necessary for the purpose of inspection, observation, measurement, sampling and testing and repairing any of the Water or Sewer Mains or Service Lines.



- 1.5.2 Regulation of Usage. Whenever there is a shortage of water, system operating failure, system repair or emergency, the Board shall have the power to regulate and curtail water and sewage usage.
- 1.5.3 Damage to District Property. No person shall, whether maliciously, willfully, negligently or otherwise, break, damage, destroy, uncover, deface, make any connection without permit, or tamper with any structure, appurtenance or equipment of the water or sewer system, including fire hydrants.
- 1.5.4 Incremental System Development Fee. Alterations or additions to improvements already connected to the District's facilities may require an additional system development fee to be paid in accordance with the EQR schedule contained in these Rules and Regulations. It is the obligation of the customer, prior to commencing any alteration or addition, to contact the District Manager and provide the District with a copy of the plans and specifications for the alteration or addition. Thereupon, the District Manager will determine the Incremental System Development Fee, if any, which shall be payable upon issuance of the connection permit as set forth in these Rules and Regulations.
- 1.5.5 Property Damage. No claim for damage shall be made against the District by reason of any damage to real or personal property resulting from turning on or shutting off of service or a variation in system pressure.

**SECTION II. LINE EXTENSION POLICIES**

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2.1 **Policy.** The District has created its infrastructure in general accordance with the provisions contained in the Service Plan. Further extension of District facilities shall be in general accordance with the Service Plan. Extension of facilities to areas or types of development not contemplated by the Service Plan shall be discretionary, and not mandatory. A developer shall pay the cost of construction for all facility extensions required to serve a development. To facilitate the efficient and orderly extension of District facilities, the procedures hereinafter set forth shall be adhered to.

2.1.1. Procedure. Extension of District facilities shall be accomplished in six stages, as follows:

Phase 1	Preliminary Feasibility Determination
Phase 2	Preliminary Design
Phase 3	Final Design
Phase 4	Preconstruction
Phase 5	Facility Construction
Phase 6	Acceptance of Work

2.1.2 Budget Disclosure. As a special district, the District is required to complete its budgetary process for the ensuing calendar year during the fall of the previous year. To facilitate the coordination of installation of new facilities to be constructed by the District during the ensuing year and new facilities to be constructed by or at the request of a developer, it is imperative that a developer requesting an extension of District facilities contact the District Manager not later than October 1 of the year prior to the year in which the facility extension is requested to be accomplished. Otherwise, the District may not have budgeted adequate funds to accomplish the provision of new facilities during the ensuing year.

2.1.3 Consolidated Procedure. The Board may authorize the consolidation of two or more stages of the review procedure for consideration and review at one time. Such determination shall be made by the Board upon request of the District Manager or the Developer.

**2.2 Phase 1 – Preliminary Feasibility Determination.** A developer who desires to have potable water and sanitary sewer service for his development shall submit his request in writing to the District Manager.

2.2.1 Submission Information. The developer shall provide to the District the following:

- a. A deposit determined by the District Manager not to exceed \$500.00;
- b. Location and boundaries of the proposed development;
- c. Description of general nature of the proposed development; and
- d. All other pertinent information determined necessary by the District Manager.

2.2.2 Scope of Report. The submission shall be reviewed by the District Manager and shall be referred to the District Engineer, who shall prepare the preliminary feasibility determination report. The scope of the report shall be cursory in nature and limited to the following determinations:

- a. That the proposed development is within the District boundaries;
- b. That the proposed development is within the planned service area;
- c. Any anticipated unique or unusual problems involved with service to the proposed development;
- d. A recommendation to the District Manager regarding a policy commitment to serve the proposed development.

2.2.3 District Representations. The District represents that:

- a. The cost of the preliminary feasibility determination shall not exceed \$500.00.
- b. Any unused portion of the Developer's deposit shall be returned to the Developer with a copy of the preliminary feasibility determination report.
- c. The report shall be completed within two (2) weeks of the date that the District Manager has received all of the information set forth in Paragraph 2.2.1.

2.2.4 Notice to Board. The District Manager shall present the preliminary feasibility determination report to the Board at its next regularly scheduled meeting following the issuance of the report.

**2.3 Phase 2 – Preliminary Design.** After completion of Phase I, the Developer may request in writing that the District Manager cause a preliminary design report to be prepared.

2.3.1 Items to be Furnished by Developer. The Developer shall furnish to the District Manager the following items:

- a. A deposit in an amount to be determined by the District Manager;

- b. Preliminary Site Plan at a scale not smaller than 1" = 200' to include the following:
  - (1) Approximate roadway locations and alignments;
  - (2) Lot lines, building envelopes and property lines;
  - (3) Building and structural layouts and locations;
- c. Preliminary topography and grading plans with retaining wall locations;
- d. Buildings and use;
- e. Type of construction;
- f. Projected use of facility;
- g. Proposed schedule for design and construction.

2.3.2 Scope of Report. The submission shall be reviewed by the District Manager, and when the information required in Paragraph 2.3.1 is complete, the District Manager shall refer the submission to the District Engineer, who shall prepare the preliminary design report. The report will contain the following information:

- a. Preliminary alignment and sizing of water and sewer pipelines.
- b. Proposed connections to existing systems.
- c. Locations and sizing of other related facilities, i.e. storage tanks, pump stations, etc.
- d. Pressure zones and service information.
- e. Preliminary construction cost estimates.
- f. Other information requested specifically by the Developer.

2.3.3 District Representations. The District represents that:

- a. The cost of the preliminary design report shall not exceed an amount determined by the District Manager.
- b. Any unused portion of the Developer's deposit shall be returned to the Developer with a copy of the preliminary design report.
- c. The report shall be completed within four (4) weeks of the date that the District Manager has received all of the information set forth in Paragraph 2.3.1.
- d. The District Manager shall schedule a meeting with the Developer to review the report prior to the Board meeting, referred to in Paragraph 2.3.4, if requested.

2.3.4 Notice to Board. The District Manager shall present the preliminary design report to the Board at its next regularly scheduled meeting following the issuance of the report. Thereupon, the Board shall approve the report, approve the report with conditions or disapprove the report.

**2.4** Phase 3 – Final Design. Upon completion of Phase II, a Developer may request in writing that the District Manager cause a final design document to be prepared.

2.4.1 Items Furnished by Developer. The Developer shall furnish to the District Manager the following items:

- a. A deposit in an amount determined by the District manager.
- b. A proposed plat of the project.
- c. Final Site plans at a scale of 1" = 50' with final roadway alignment and profiles, building locations and elevations, other structures, drainage, coordinate grid for surveying, and survey datum control points, common areas, open areas, etc.
- d. Plat of project showing property lines, lot lines, proposed easements, adjacent landowners, and building layout.
- e. Final site topography and grading plan showing sidewalks, curbs, gutters, ditches, culverts, ponds, retaining walls, etc.
- f. Special design or use requirements.
- g. Comments on preliminary design.
- h. Final construction type.
- i. Desired fire hydrant locations, if any preference.
- j. Final use projections.
- k. Final design and construction schedule.

2.4.2 Scope of Documents. The submission shall be reviewed by the District Manager, and when the information required in Paragraph 2.4.1 is complete, the District Manager shall refer the submission to the District Engineer, who shall cause the final design documents to be prepared. The documents will contain final design plans and specifications suitable for construction of the new facilities to be connected to the District's potable water and sanitary sewer system. In the event differences exist between the preliminary feasibility determination report and the final design documents, such differences shall be itemized in detail.

2.4.3 District Representations. The District represents that:

- a. The cost of the final design documents shall not exceed an amount determined by the District Manager.
- b. Any unused portion of the Developer's deposit shall be returned to the Developer with a copy of the final design documents.

- c. The report shall be completed within four (4) months of the date that the District Manager has received all of the information set forth in Paragraph 2.4.1, subject to weather delays.
- d. The District Manager shall schedule a meeting with the Developer to review the documents prior to the Board meeting referred to in Paragraph 2.4.4, if requested.

2.4.4 **Board Approval.** The District Manager shall present the final design documents to the Board at its next regularly scheduled meeting following their issuance. Thereupon, the Board shall approve the report, approve the report with conditions, or disapprove the report. Until approved by the Board, progress to preconstruction shall not occur.

**2.5 Phase 4 – Preconstruction.** Upon completion of Phase III, the Developer may request the District to authorize the Developer to cause to be constructed the facilities described in the final design documents. If the request of Developer is approved by the Board, then Developer shall be required to enter into a Facilities Extension Agreement with the District, in a format acceptable to the District. The Facilities Extension Agreement will set forth in detail the obligations of the Developer in causing the facilities described in the final design documents to be constructed and the requirements for acceptance of the facilities by the District. In the event that the Board does not approve the request of the Developer, or the Developer does not execute the Facilities Extension Agreement, then no approval for the construction of the facilities described in the final design documents or for acceptance of the facilities upon their completion has been given by the District.

2.5.1 **Contractual Provisions.** To facilitate the orderly construction and installation of the facilities described in the final design documents, the Developer shall cause to be included in any contractual documents between the Developer and a contractor who is to install the facilities certain provisions relating to the conduct of the work and the contractor's relationship to the District. The provision shall be in substantially the format of the following:

2.5.1.1 **Compliance with Laws.** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the District Manager in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the District Manager, he shall bear all costs arising therefrom.

2.5.1.2 **Hold Harmless.** The Developer and the Contractor hereby expressly binds himself or itself to indemnify and save harmless the District and its officers and employees against all suits or actions of every kind and nature brought, or which may be brought, against them or any of them for, or on account of, any injuries or damages received or sustained by any person, firm or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work under the Contract or by, or in consequence of, any negligence in connection with same or on account of the use of any improper or defective materials or on account of any poor workmanship or on account of any act of commission or omission of the Contractor or his, its or their agent, servants or employees or for any cause arising out of the performance of the Contract.

2.5.1.3 Surveys, Lines and Grades: Building base lines, pipeline location points of intersection, and permanent or temporary bench marks shall be established at the direction of the District Manager. The Developer shall cause to be furnished, without charge to the District, competent personnel and such tools, stakes, and other materials as the District Manager may require for the proper staking out of the work, for making measurements and surveys, and for establishing temporary or permanent reference marks. All other survey, layout or measurement work shall be the responsibility of the Contractor. This shall include but not be limited to batter boards, grade stakes, offset stakes, structure layout, elevation transfer stakes and any other surveys required to accomplish the work. All work done under the Contract shall be done to the lines, grades and elevations shown on the Drawings. The Contractor shall keep the District Manager informed, a reasonable time in advance, of the times and places at which he wishes to do the work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the District Manager and of delay to the Contractor. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the District Manager, may be ordered removed and replaced at the Contractor's cost and expense. All stakes, benchmarks, and other survey points shall be preserved by the Contractor. In case of their destruction by him or his employees, they will be replaced at the Contractor's expense.

2.5.1.4 General Public Liability and Property Damage Insurance: The Contractor shall procure and maintain Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims of destruction of or damage to property arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. The amounts of the insurance shall be minimally \$150,000 per person and \$600,000 per occurrence. The insurance shall name the District and the District Engineer as additional insureds. Certificates of Insurance acceptable to the District shall be filed with the District prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given the District. Self insurance by the Contractor is not acceptable.

2.5.1.5 Warranty. The Developer and the Contractor shall be responsible for the maintenance and satisfactory operation for a period of two (2) years, or until July 1<sup>st</sup> of the year during which the second winter after following the Final Acceptance terminates, whichever is greater, of all work performed under the Contract Documents, and for the satisfactory repair or replacement of any work, material or equipment which becomes defective during this period; providing any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, or from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Before final acceptance of the project, the Developer shall furnish a

maintenance performance bond or other guaranty acceptable to the District, covering any potential deficiencies in the project constructed.

- 2.5.1.6 Authority and Duties of the District Inspector. The District Manager, or a designated representative, shall see that the work product meets the requirements and intent of the Contract Documents. If substantial cause exists where requirements of the Contract Documents are not being met, work may be suspended upon notice to the Developer and the Contractor by the District Manager.
- a. Access to Work. The District Manager shall have free access to the work at all times, and the Contractor shall furnish them with facilities for ascertaining whether the work being performed, or the work which has been completed, is in accordance with the requirements of the Contract.
  - b. Construction Checking. The District Manager will make periodic observations of construction. The purpose of these observations and construction checking is to determine the progress of the work and to see if the work is being performed in accordance with plans and specifications. The District Manager will in no way be responsible for how the work performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
  - c. Inspection of Work. The District Manager may appoint Inspectors to inspect materials used and work done. Inspections may extend to all or any part of the work and to the preparation or manufacture of the materials to be used.
  - d. Defective Materials. The District Manager will have authority to reject defective material, upon notice to the Developer and the Contractor.
    - (i) If substandard material not conforming to the requirements of the Contract Documents has been delivered to the project, or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced as directed by the District Manager at the expense of the Contractor.
    - (ii) All materials shall be subject to examination and testing by the District Manager at any time during manufacture. The District Manager reserves the right to reject defective materials during manufacture or before they have been incorporated into the work.
    - (iii) If the Contract Documents, the District Manager's instructions, laws, ordinances or any public authority require any work to be specifically tested or checked, the Contractor shall give the District Manager timely notice of its readiness for inspection and arrange for a date for such inspection. Inspection by the District Manager shall be promptly made and where practicable at the source of supply. If any work should be covered up without consent of the District Manager, it must, if required by the District

Manager, be uncovered for examination at the Contractor's expense.

- (iv) Re-examination of the questioned work may be ordered by the District Manager and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the District shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless he shall show that the defect in the work was caused by another Contractor; in that event the Owner shall pay such Cost.
- e. Suspension of Work – Climatic Conditions. The District Manager may order the Contractor to suspend work that may be damaged or endangered by climatic conditions. When adverse climatic conditions are unusual and extensive, an extension of time may be granted the Contractor by the District Manager.

#### 2.5.1.7 Rights and Responsibilities of the Contractor.

- a. General. It is hereby agreed by the Contractor that he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to prosecute the work, the local conditions, and all other matters which can affect the work under the Contract Documents. If the Contractor in the course of his work finds a discrepancy between the Drawings and the physical conditions or any errors or omissions on the Drawings, it shall be his duty to inform the District Manager in writing immediately. Any work done after such discovery, until authorized, will be done at the Contractor's risk.
- b. Claims for Extra Costs. No amendments to the Contract shall be authorized by the Developer except by written change order.
- c. Superintendence. The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants.

2.5.1.8 Completeness of Work. The facilities to be installed hereunder are to comprise an integral part of the system operated by the District and, unless the contrary clearly appears in the Contract Documents, it is understood and agreed that the Contractor shall be obliged to complete the facilities and to place them in good working order as an integral part of the system, and his work shall not be complete until he shall have done so. Before final acceptance, all parts of the work shall be examined and tested if necessary, and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work and equipment required under this Contract shall be made under the direction of the District Manager at the expense of the Contractor, who shall repair at his own expense any damage resulting therefrom. Unless otherwise expressly provided in the Contract Documents, the amount to be paid for work hereunder shall include all labor, materials, forms, tools, scaffolding, plant, equipment, services, utilities, royalties, fees and



everything, whether temporary or permanent, necessary to completion of the work specified herein.

2.5.1.9 Basis for Payment. Payment arrangements for all contracts shall incorporate the unit price type proposal form as furnished by the District Manager.

**2.6** Phase 5—Acceptance of the Work. If the District authorizes the Developer to proceed with construction of the facilities described in the final design documents, the Developer shall perform the following:

- A. Deposit with the District Manager an amount determined by the District Manager for construction inspection fees and services.
- B. Arrange for a preconstruction conference between the District Manager, the Developer and the Contractor at least one week prior to the proposed date for commencement of the construction.
- C. Provide for weekly meetings between the District Manager, during the performance of the construction.
- D. Provide the District Manager with a construction schedule and any changes to the schedule during the performance of the construction.
- E. Arrange with the District Manager and the Contractor an inspection schedule of the work. Any changes to the inspection schedule during the performance of the construction shall require not less than twenty-four (24) hours prior advance notice to the District Manager for rescheduling of the inspector.

**2.7** Phase 6—Acceptance of the Work. Upon completion of the construction, the District Manager shall cause the District Engineer to perform a final inspection of the facilities. Final approval of the facilities by the District Engineer shall constitute a presumption that the facilities have been constructed in accordance with the Contract Documents and these Rules and Regulations. The Board shall accept the facilities no later than the date of the next regularly scheduled Board meeting, following the final approval of the facilities by the District Engineer, subject to the performance of the following by the Developer:

- A. Conveyance of the Facilities to the District by a Warranty Bill of Sale, free and clear of all liens and encumbrances;
- B. Provision to the District of as-built drawings to District Standards of the facilities;
- C. Conveyance to the District of an easement for the facilities in a format acceptable to the District;
- D. Reimbursement to the District of all unreimbursed costs and expenses incurred by the District relating to the construction of the facilities; and
- E. Certification to the District that all Costs of Construction have been fully paid.

Upon the last to occur of the foregoing, the facilities shall be considered accepted by the District. Thereupon, the District shall be responsible for their maintenance, subject to the warranty obligations set forth in Paragraph 2.5.1.5.

**2.8** Matters Relating to Extension Policy.

- 2.8.1 Extension Agreement. If the District is to construct the facilities described in the final design documents, then the Developer shall enter into a Facilities Extension Agreement with the District. The Extension Agreement shall require the developer to deposit with the District an amount equal to the total scheduled system development fees or the total actual estimated costs of installation of the water distribution and sewer collection system, plus the cost of any other facilities not specified in the Service Plan. At the discretion of the Board, the extension deposit may be waived or partially paid if adequate performance security is provided by the developer. Upon execution of the extension agreement, the District shall cause to be prepared detailed plans and Contract Documents and advertise the construction contract.
- 2.8.2 Easements. The District shall require reservation and dedication of easements for the benefit of the District on the final plat where the location of these easements can be predetermined. The District shall further require the granting of any additional easements necessary for installation of its water and sewer main and related facilities prior to the effective date of a construction contract for the construction of the facilities. Any costs for acquisition of land or easements necessary for the District to serve the proposed project shall be paid by the developer. The developer shall provide the District with an accurate legal description of all easements, in metes and bounds, showing the boundaries and centerline of the easement, prior to the effective date of a contract for construction of the facilities.
- 2.8.3 Deviation from Service Plan. The District shall not be responsible for installation of any facilities not contemplated in the service plan. Any costs thereof shall be borne totally by the developer as premium charges, and such costs shall be eliminated from the calculations of the total project cost. Premium charge facilities are generally required for water ~~serve~~ service above the District's established "blue line" elevation limits and sewer service below the elevation or drainage of the sewage collection system or treatment plant.
- 2.8.4 Extraordinary Costs. If upon review of the preliminary plat and topography, the Board determines that the proposed project will result in other extraordinary or unusual costs as compared to other similar projects in the same general area, then the Board may require revisions of lot or facility design or easement locations as a condition precedent to approval; or may require additional developer contributions in excess of the system development fee and other obligations set forth herein. Any such additional contributions shall be calculated to reimburse District for extraordinary or unusual cost.
- 2.8.5 Design of Facilities. The District shall cause to be designed and approve the construction all water and sewer mains and related facilities. The design shall be by a professional engineer licensed to practice in the State of Colorado.
- 2.8.6 Reimbursement for Extensions. The District is not obligated to reimburse any costs or fees to a developer, unless the District has entered into a specific agreement with a developer whereby the District agrees to collect and reimburse same. If the District agrees to collect and reimburse costs and fees, the collection and reimbursement shall be in accordance with the terms and conditions of a specific agreement. It is the general policy of the District not to collect and reimburse system development fees, and the District will only enter into such an agreement in extraordinary circumstances.
- 2.9 Annexed Parcels. Before approving any annexations to the District, the owner of the land to be annexed shall convey to the District water rights in a sufficient amount and of a

priority to adequately serve the land, as determined by the Board. Alternatively, the Board may determine a fee in lieu of conveyance of water rights to the District, which fee shall be determined on a case-by-case basis.

**2.10 Contract Service.** Before approving any contract water service outside of the District, the owner of the land to be served shall convey to the District water rights in a sufficient amount and of a priority to adequately serve the land, as determined by the Board. Alternatively, the Board may determine a fee in lieu of conveyance of water rights to the District, which fee shall be determined on a case-by-case basis.

**2.11 Facility Relocation Policy.** Relocation of District facilities shall be discretionary and not mandatory. All relocations shall be in accordance with the Service Plan.

2.11.1 Procedure. A developer shall provide documentation required by the District Manager concerning the proposed relocation of District facilities.

2.11.2 Easements. The District shall require reservation and dedication of easements for the benefit of the District on the final plat where the location of these easements can be predetermined. The District shall further require the granting of any additional easements necessary for installation of its water and sewer main and related facilities prior to the effective date of a construction contract for the construction of the facilities. Any costs for acquisition of land or easements necessary for the District to serve the proposed project shall be paid by the developer. The developer shall provide the District with an accurate legal description of all easements, in metes and bounds, showing the boundaries and centerline of the easement, prior to the effective date of a contract for District construction of the facilities.

2.11.3 Deviation from Service Plan. The District shall not be responsible for installation of any facilities not contemplated in the service plan. Any costs thereof shall be borne totally by the developer as premium charges, and such costs shall be eliminated from the calculations of the total project cost. Premium charge facilities are generally required for water service above the District's established "blue line" elevation limits and sewer service below the elevation or drainage of the sewage collection system or treatment plant.

2.11.4 Design of Facilities. The District shall cause to be designed and approve the construction all water and sewer mains and related facilities. The design shall be by a professional engineer licensed to practice in the State of Colorado.

### **SECTION III. SERVICE POLICY**

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**3.1 Connection Permit.** A Connection Permit shall be obtained from the District Manager and applicable fees and system development fees must be fully paid upon the first to occur of the following:

a. a permit or authorization is issued by the Town of Snowmass Village or Pitkin County authorizing the commencement of construction activities by building permit, at risk permit or otherwise; or

b. any physical connection is made to the District water or sewer system; or

c. a change in the EQR classification for a user creates the liability for an additional system development fee.

The failure to timely obtain a Connection Permit and payment of all such fees and charges will cause all fees and charges to bear interest at the rate of one percent (1%) per month until paid, including without limitation system development fees.

- 3.1.1 Application for Permit. Application for a water or sewer Connection Permit shall be made to the District on forms furnished by the District, which shall include, without limitation, a copy of the plans and a description of the work to be done, the address of the unit to be served, and the name of the Town of Snowmass Village or Pitkin County licensed plumber to perform the work under the permit, and such other information as may be required by the District Manager.
- 3.1.2 Term of Permit. Upon issuance, the Connection Permit shall remain in effect for the same period as the associated building permit or plumbing permit issued by the Town of Snowmass Village or Pitkin County.
- 3.1.3 Inspection. Prior to applying to the Town of Snowmass Village or Pitkin County for a Certificate of Occupancy or a Certificate of Completion, the holder of a Connection Permit shall contact the District and request a water conservation and compliance inspection and the licensed plumber identified in the application for the permit shall certify to the District that the water control flow fixtures and fittings installed comply with the requirements of these Rules and Regulations.
- 3.1.4 Revocation of Permit. Any Connection Permit may be revoked if the installation or use of a water or sewer service is not made in accordance with these Rules and Regulations. Upon revocation, a new connection Permit must be obtained and all applicable fees paid.
- 3.1.5 Separate Permit. Not more than one connection to the water or sewer system shall be allowed under a Connection Permit.
- 3.1.6 Other Permits. A Connection Permit shall not be considered to be authorization to make any cut in any road or street, or in lieu of a building or plumbing permit required by the Town of Snowmass Village or Pitkin County, or any permit required by any other regulatory body.

## **3.2 Potable Water Service.**

- 3.2.1 Private Water Service Line Specifications. The following specifications shall apply to installation and maintenance of all private water service lines:
  - 3.2.1.1 Connection. Upon payment of the connection permit fees, the District shall install a water service line, including corporation cock and curb valve, extending from the District's main to a point within approximately 10 feet from an individual property line, at which point the curb valve will be located. Commencing at the curb valve or the property line, whichever shall first occur from the District main, the remainder of the water service line shall be considered a private water service line to be maintained in accordance with Section 3.2.1.6.
  - 3.2.1.2 Material. Only type K soft copper tubing with above ground silver solder joints or flare couplings shall be utilized; no underground solder joints are authorized.

- 3.2.1.3 Minimum Cover. Service lines shall be buried with a minimum of eight feet (8') of cover, provided however, additional cover may be required at the specific location to avoid freezing.
- 3.2.1.4 Backfill. Backfill shall be properly compacted so that no lines will be broken by settlement and so that the surface will not be damaged in areas where the surface is improved. All backfill or cuts in public rights-of-way shall be in compliance with requirements of the District, the Town of Snowmass Village and the County of Pitkin.
- 3.2.1.5 Excavation and Backfill Inspection. Excavation, trench shaping, pipe bedding and backfilling are subject to the approval of the inspector. No service lines shall be backfilled or covered until approved by the inspector.
- 3.2.1.6 Maintenance. Each customer shall be responsible for maintaining the entire length of the private water service line. Leaks in a service line shall be repaired by the customer within 72 hours of notification of such condition, or the inspector shall have authority to repair the leak. The customer shall immediately pay for the resulting repair costs, which costs shall constitute a perpetual lien against the property until paid.
- 3.2.1.7 No Line Bleeding. Service Lines shall be installed in a manner that bleeding of water is not necessary to prevent freezing.
- 3.2.1.8 Disconnections. No water service line connected with the Districts mains shall be disconnected therefrom without the prior written approval of the District Manager, who shall specify the method and time of disconnection.
- 3.2.2 Conditions of Service. The following items shall apply to all water service connections:
- 3.2.2.1 Pressure Reducing Valves. Pressure reducing valves shall be furnished, installed and maintained at not greater than 50 psi, by the customer. The pressure reducing valve shall be located at an accessible location approved by the inspector.
- 3.2.2.2 Water Meters. To provide for an equitable billing system for water consumption and to induce water conservation, any customer or person required to obtain a connection permit shall install an adequate metering point and metering yoke in the water service line, if none presently exists. All meters must be in an approved location so as to allow the District free and non-hazardous access for reading and inspection and so that the entire supply of water to the premises will at all times be accurately measured. The size, type and quality of meter used shall be as set forth in the Snowmass Water and Sanitation Design Standards. Meters which are read by the District shall be owned, installed and maintained at the expense of the customer.
- 3.2.2.3 Inaccurate Meter. If a meter becomes inaccurate, water service may be charged for an estimated consumption based on previous consumption for the period during which it may appear to the District that such inaccuracy may have occurred. The District will require upon request that the customer remove and test a meter and/or if it is suspected that the meter in question has become inaccurate, the customer will be

required to repair said meter or replace the meter with a new meter approved by the District. The District will not be held responsible for any cost to remove and test a meter that is subsequently found to be accurate. The District may deny service to customers that have not repaired or replaced defective meters or tampered with a meter.

3.2.2.4 Remote Reading Device. If a remote meter reading device has been installed at the premises and a difference in readings occurs between the remote reading device and the water meter installed inside the premises, billing charges shall be derived from the water meter reading. The District may deny service to customers that have not repaired or replaced a defective remote reading device or tampered with a meter reading device.

3.2.3 Cross-Connection and Backflow Control. Pursuant to §§ 25-1-107-109 and 114, CRS, the District water system shall have no uncontrolled cross-connection to any pipe, fixture or supply containing water of a quality below the minimum general sanitary standards of drinking water to be supplied to the public, as promulgated by the Colorado Department of Health.

3.2.3.1 Required Installation. No person shall fail to install and maintain a backflow prevention device approved for the degree of hazard posed by the connection. Such a device shall be installed in all cases, before the first branch line leading off the private water service line, at an accessible location approved by the inspector, wherever any of the following conditions exist:

- a. Auxiliary Water Supply. In the case of a premise having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the District.
- b. Industrial Fluids. In the case of a premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the District water system, including the handling of process waters and waters originating from the District water system which have been subject to deterioration in quality.
- c. Internal Cross Connections. In the case of a premises having internal cross connections that cannot be permanently controlled.
- d. Intricate Plumbing. In the case of intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impractical or impossible to ascertain whether or not dangerous cross-connections exist, as determined by the District.

3.2.3.2 Type of Backflow Device. The type of backflow prevention device shall depend upon the type of hazard which exists, as follows:

- a. Reduced Pressure Principal Device. In the case of a premises where there is an auxiliary water supply which is not subject to any other provisions of these Rules and Regulations, the District water system shall be protected by an approved air gap separation or an approved reduced pressure principal backflow prevention device.

- b. Double Check Valve Assembly. In the case of a premises where there is water or a substance that would be objectionable but not hazardous to health if introduced into the District water system, the District water system shall be protected by an approved double check valve assembly.
  - c. Air Gap Separation Device. In the case of a premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the District water system, the District water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention device.
  - d. Maximum Protection. In the case of a premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection inspection, the District water system shall be protected against backflow or back siphonage from the premises by the installation of an approved air gap separation or an approved reduced pressure principle backflow prevention device.
- 3.2.3.3 Inspections. It shall be the duty of the customer at any premises where backflow devices are installed to have certified inspections and operational tests made at least once per year, provided, however, the customer's system shall be open for inspection at all reasonable times to authorized representatives of the District and the certified cross-connection inspector to determine whether cross-connection or other structural sanitary hazards exist. In those instances where the District Manager determines that a hazard exists, certified inspections may be required at more frequent intervals. The backflow prevention devices shall be repaired, overhauled or replaced at the expense of the customer whenever these devices are found to be defective. Records of such tests, repairs and overhauls shall be kept and made available to the District Manager.
- 3.2.3.4 Installation of New Devices. The District will be informed of all backflow prevention devices that are installed on any premises. Upon installation, the device will be inspected and tested by a certified inspector. The District will be informed in writing of the results of this inspection and test.
- 3.2.3.5 Existing Cross-Connections. After March 31, 1985, all cross-connections between the District water system and any secondary water system shall be either eliminated or protected by means of an approved backflow preventer.
- 3.2.3.6 Specific System Requirements.
- a. Irrigation Systems. The following guidelines relating to backflow prevention devices for irrigation systems shall apply:
    - (1) A double check valve assembly may not be installed to serve multiple irrigation circuits in lieu of vacuum breakers on each individual irrigation circuit.

(2) A reduced pressure principle backflow preventer or air gap separation shall be required before any piping network in which fertilizers, pesticides and other chemicals or toxic contaminants are injected or siphoned into the irrigation system. A reduced pressure principle backflow preventer may be installed to serve multiple irrigation circuits in lieu of vacuum breaks on each individual irrigation circuit.

b. Fire Systems. In cases where the domestic water system is used for both drinking and fire fighting purposes, approved backflow prevention devices shall be installed to protect such individual drinking water lines as are not used for fire fighting purposes.

3.2.4 Water Conservation Design and Fixtures. It is the policy of the District to minimize the waste of water by requiring the use of low flow plumbing fittings and fixtures. Any conflict between the definition of a low flow fixture in this Section and the definition of such a fixture as set forth in the laws of the State of Colorado concerning low flow plumbing fixtures at C.R.S. 9-1.3-101m et. seq. are to be resolved by requiring the minimum water usage.

3.2.4.1 New Customers. All new customers who connect to the District's system shall install:

- a. Lavatory faucets and sink faucets, with or without aerators, which have a maximum flow capacity of 2.5 gallons per minute at 80 pounds per square inch;
- b. Public restrooms equipped with self-closing faucets;
- c. Shower heads of a maximum discharge of not greater than 2.5 gallons per minute at 50 pounds per square inch and a rated maximum flow capacity of not greater than 3 gallons per minutes at 80 pounds per square inch;
- d. Tank-type toilets having a maximum gallons per flush requirement of 3.5 gallons;
- e. Toilets with flushometer valves;
- f. Urinals having automatic flushing or constant water demands.

3.2.4.2 Existing Customers. All existing customers who are obligated to obtain a connection permit due to alteration or renovation of or addition to existing property, whether or not the installation or relocation of plumbing fixtures is required, shall install:

- a. New or replacement fixtures in accordance with the provisions of Paragraph 3.2.4.1;
- b. Massage or high-use shower heads shall either be removed and replaced, or a flow regulating valve shall be installed in each shower line to comply with the provision of Section 3.2.4.1 (d).
- c. A pressure reducing valve and a water meter in accordance with the provision of Section 3.2.2;



- d. A backflow prevention device in accordance with the provision of Section 3.2.3.

### **3.3 Sanitary Sewer Service.**

- 3.3.1 Private Sewer Service Line Specifications. The following specifications shall apply to the installation and maintenance of all private sewer service lines:
  - 3.3.1.1 Connection. Upon payment of the connection permit fees, the District shall provide the wye and make the tap on the District's sewer main.
  - 3.3.1.2 Material. All service lines shall be constructed of C-900, ductile iron or other material approved by the Board.
  - 3.3.1.3 Minimum Cover. All service lines shall be installed with a minimum of 5 feet (5') of cover, provided, however, additional cover may be required at the specific location to avoid freezing.
  - 3.3.1.4 Backfill. Backfill shall be properly compacted so that no lines will be broken by settlement and so that the surface will not be damaged in areas where the surface is improved. All backfill or cuts in public rights-of-way shall be in compliance with requirements of the District, the Town of Snowmass Village and Pitkin County.
  - 3.3.1.5 Excavation and Backfill Inspection. Excavation, trench shaping, pipe bedding and backfilling are subject to the approval of the inspector. No service lines shall be backfilled or covered until approved by the inspector.
  - 3.3.1.6 Maintenance. Each customer shall be responsible for maintaining the entire length of the private sewer service line. Leaks in a service line shall be repaired by the customer within seventy-two (72) hours of notification of such condition, or the inspector shall have authority to repair the leak. The customer shall immediately pay for the resulting repair costs, which costs shall constitute a perpetual lien against the property until paid.
  - 3.3.1.7 Disconnections. No sewer service line connected with the District mains shall be disconnected therefrom without the prior written approval of the District Manager, who shall specify the method and time of disconnection.
- 3.3.2 Pretreatment for Grease Removal. All commercial and industrial users of the District's facilities having a probability of significant grease discharge in their wastewaters shall install grease removal pretreatment systems. All new customers and customers whose use changes the EQR value for their particular use, by renovation, remodel or otherwise, shall install grease interceptors. The District shall determine whether a specific user has a probability of having a significant amount of grease in its wastewaters from evaluation of the type of use or proposed use of the customer.
  - 3.3.2.1 Approval of Existing Facilities. All existing grease pretreatment facilities in the District on April 1, 1985, which were in compliance with these Rules and Regulations concerning pretreatment for grease removal at the time of their installation and which are in compliance with these

Rules and Regulations for maintenance of grease pretreatment facilities on March 11, 1985, are hereby approved. All approved existing grease pretreatment facilities shall, however, be subject to these Rules and Regulations in relation to the maintenance and inspection and upgrading of the facility. All existing nonconforming grease pretreatment facilities shall be immediately removed, replaced or retrofitted, as the case may be, to comply with the design requirements for grease interceptors contained in these Rules and Regulations.

3.3.2.2 Design Requirements for Conforming Grease Traps. Grease traps shall be of a multiple compartment design with the inlet and outlet structures installed to maximize removal efficiency. The following grease trap sizes shall be minimum sizes for each installation:

Type of Fixture	<u>Flow Rate</u> gpm	<u>Grease Retention</u> pound	<u>Max Capacity per Fixture</u> gallon
Single compartment scullery sink	15	20	50
Double compartment scullery sink	20	40	50
2-single compartment sinks	25	50	62.5
2-double compartment sinks – single 3 compartment	25	50	62.5
Dishwashers			
30-gallon capacity	15	30	50
50 gallons	25	50	62.5
50-100 gallons	40	80	100

3.3.2.3 Design Requirements for Grease Interceptors. Grease interceptors shall have a minimum of two compartments of a combined size of not less than 300 gallon with all connections between compartments subsurface. The inlet shall be designed to divert flow downward. The outlet shall be subsurface and draw from as close as possible to the bottom of the compartment. The top of the outlet to T shall be as close to the top of the compartment as possible. Access size per compartment shall be not less than 3.5 square feet. Design shall facilitate grit removal.

3.3.2.4 Grease Interceptor Size. The minimum size of the interceptor shall be 5 gallons per unit seat capacity for restaurants and dining facilities and 20 minimum minutes detention at peak flow rate for other facilities. The District reserves the right to determine the size of the interceptor after testing the effluent from a specific user.

3.3.2.5 Location Requirements. All grease interceptors shall be located outside of improvements, at an acceptable location approved by the inspector, except with the prior written approval of the District Manager.

- 3.3.2.6 Installation Requirements. Prior to installation, the proposed design and location for a grease interceptor shall be submitted to the District Manager for approval. The District Manager may reasonably require information and documentation necessary to determine whether the grease interceptor will comply with these Rules and Regulations.
- 3.3.2.7 Maintenance. The customer shall be responsible for regular cleaning and maintenance of the grease pretreatment facility. Accumulated grease and grit shall be removed as solids and disposed of in a manner approved by the Town of Snowmass Village or Pitkin County, as is appropriate. Unless otherwise approved in writing by the District Manager, cleaning shall be required not less than once per month for grease interceptors and not less than once per week for grease traps.
- 3.3.2.8 Record of Maintenance. Proof of adequate cleaning of the grease pretreatment facilities shall be the responsibility of the customer. An adequate record shall minimally consist of the date of each cleaning and volume of grease removed, or an estimate thereof.
- 3.3.2.9 Inspection. The District shall make periodic inspections of grease pretreatment facilities to insure compliance with these Rules and Regulations.
- 3.3.2.10 Snowmass Center. The District authorized the installation of a noncomplying grease interceptor at the Snowmass Center to service the buildings and uses which existed on the date of installation. Any change to the existing EQR computation of the Snowmass Center which has a probability of significant grease discharge shall require compliance with the provisions of this section.

**3.4 Disturbance of Existing District Facilities.** The owner of any real property upon which a change to the existing grade occurs will be responsible at his sole cost and expense for modifying existing facilities, including, without limitation, water lines, sewer lines, manholes, water gate valve boxes and fire hydrants, as required by the District to the following standards.

3.4.1 Water Lines. The ground cover over an existing water line shall be as follows:

Minimum: Eight feet (8').

Maximum: Twelve feet (12').

3.4.2 Sewer Lines. The ground cover over an existing sewer line shall be as follows:

Minimum: Five feet (5').

Maximum: Twelve feet (12').

3.4.3 Manholes. Grade rings in excess of six inches (6") in height will not be allowed. Precast manhole sections complete with steps shall be added or removed as necessary to change the rim grade. The depth of the manhole shall be a minimum of five feet (5').

3.4.4 Water Gate Valve Boxes. Valve box extensions shall match revised elevations.

3.4.5 Fire Hydrants. Fire hydrant extensions shall be furnished and installed by the District.

3.4.6 District Costs. Any costs incurred by the District in modifying existing facilities due to the change in the existing grades shall constitute a perpetual lien on and against the affect property until paid.

#### **SECTION IV. WATER CONSERVATION**

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4.1 Restriction on Use. The District shall implement reasonably practicable water conservation measures during those times when surface water supplies are limited or to lessen the possibility of the flows in Snowmass Creek falling below acceptable levels by reason of the District's diversions.

4.1.1 Procedure. The Board shall determine that a water shortage exists. Thereupon, the plan hereinafter set forth shall be implemented. The duration of each stage shall be determined by the Board, according to the exigent circumstances of the particular situation.

4.1.2 Water Shortage. During the period designated Water Shortage, water supplied by the District shall not be used for:

4.1.2.1 washing of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas.

4.1.2.2 filling or refilling of swimming pools, hot tubs, spas, or the like.

4.1.2.3 washing of privately owned cars, other motor vehicles, trailers or boats

4.1.2.4 lawn watering and irrigation, except to the extent determined to be permissible by the District.

4.1.2.5 dust control, street or parking lot cleaning.

4.1.2.6 drinking water to restaurant customers, except upon request.

A public awareness program will be initiated for education as to the types of practices which a successful temporary program will require. The District shall distribute printed material emphasizing the need to schedule water use during off-peak hours, as well as suggested lifestyle changes.

4.1.3 Water Crisis. Prior to the expiration of a Water Shortage, a period known as a Water Crisis shall be designated by the Board, if entry of such stage is necessary. During a Water Crisis, all restrictions under a Water Shortage shall remain in effect. In addition, the following measures shall also be in effect:

4.1.3.1 Except for fire fighting, there shall be no use of water from a fire hydrant.

4.1.3.2 Watering of any lawn, garden, landscaped area, tree, shrub or other plant shall be prohibited.

4.1.3.3 Restaurants will be required to serve patrons with disposable plates, glasses, knives, forks and spoons and to use such other disposable utensils as is reasonable.

4.1.3.4 There shall be no replenishments of swimming pools, normal or otherwise.

4.1.3.5 No new water service shall be authorized, however, existing authorizations shall be honored.

**4.2 Water Conservation Restrictions.** To insure the proper functioning of the District's water system during periods of peak demand and to promote water conservation in outdoor watering practices, the following water conservation restrictions shall apply daily.

4.2.1 Restriction Period. The watering restrictions shall be in effect daily.

4.2.2 No Use Period. No watering shall occur between the hours of 10:00 o'clock a.m and 3:00 o'clock p.m.

4.2.3 Even Day Watering. Watering shall be allowed on even numbered days of each month during the watering restriction period and on the 31<sup>st</sup> day of each month for that portion of the District located on the north side of Brush Creek Road.

4.2.4 Odd Day Watering. Watering shall be allowed on odd numbered days of each month during the watering restriction period for that portion of the District on the south side of Brush Creek Road.

4.2.5 Exemption Permit. An exemption permit shall not be issued to a Customer except during one (1) calendar year. The District Manager shall issue not greater than one (1) exemption to a customer for the purposes of watering of newly installed landscaping, lawns and trees. The customer shall prominently display a copy of the exemption permit in the area to be watered. The exemption permit shall authorize the customer to water on an even or odd numbered day which is not authorized, but shall not entitle the customer to water during the no use period.

4.2.5.1 Term. The exemption shall be issued by the District Manager for a period of thirty (30) days.

4.2.5.2 First Extension. The District Manager shall issue a first extension to the exemption permit for an additional period of thirty (30) days upon the expiration of the initial term, if the condition warranting the issuance of an exemption permit is still in existence and the applicable fee has been paid.

4.2.5.3 Second Extension. The District Manager shall issue a first extension to the exemption permit for an additional period of thirty (30) days upon the expiration of the first extension period, if the condition warranting the issuance of an exemption permit it still in existence and the applicable fee has been paid.

4.2.6 Further Restriction. The District Manager is authorized to implement further water conservation restrictions as are necessary to lessen the need to pump water from Snowmass Creek or to insure the proper functioning of the District's water system, as are deemed appropriate ~~in~~ **at the** discretion of the District Manager. Upon implementation of any such further water conservation restrictions by the District Manager, such restrictions shall be enforceable in accordance with the provisions of Section VII.

## **SECTION V. RATES AND CHARGES**

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- 5.1 Setting Fees.** The Board may increase or decrease the rates and charges of the District as it deems necessary for the best interests of the District, provided such rates and charges are uniform in each classification. The Board may establish different rates and charges for property classified by type or quantity of use or classification of sewage. The Board shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution percentage on an annual basis and will revise the rates and charges of the District as necessary.
- 5.2 Billing.** Statements for service fees and base water meter fees shall be calculated quarterly and shall be payable quarterly in advance on the first day of each calendar quarter.
- 5.2.1 Commencement of Service Fees. Service fees shall commence on the first day of the calendar quarter following the issuance of a Connection Permit, or upon the first day of the calendar quarter following an actual connection by the Customer to District facilities, whichever shall first occur.
- 5.2.2 Metered Water Gallonage Fees. Gallonage fees for water used in excess of the gallonage included in the base water meter fees shall be calculated quarterly and payable in arrears.
- 5.2.3 Additional Charges. Charges for late payment of fees, incremental system development fees, penalties, fines or other unpaid amounts owing to the District shall be added to a customer's quarterly statement.
- 5.2.4 Past Due Accounts. A customer's account shall become past due if not paid in full within fifteen (15) days of the statement date.
- 5.3 Nonpayment.** If statements are not paid within forty-five (45) days of the statement date, then the District shall deliver a delinquency notice by depositing the notice in the United States Mail, postage prepaid, addressed to the delinquent customer's address as appears in the records of the District stating a deadline for payment to avoid discontinuance of service. If the statement remains unpaid after the deadline for payment set forth in the delinquency notice, the District shall cause to be posted in a conspicuous place at the service location, a shut off notice informing the customer that service will be shut off if the statement is not fully paid by a period of time stated in the shut off notice, which time period shall be not less than seventy-two (72) hours from the time of posting. If the statement remains unpaid after the shut off payment deadline, then the District shall shut off service to the delinquent customer.
- 5.3.1 Turn-On Fee. If services are discontinued due to nonpayment of a customer's account, a turn-on fee will be charged to reconnect the customer to the District's facilities. The fee shall be the same as the fee for a connection permit.
- 5.3.2 Continuance of Service Fee. All rates, fees and charges for service provided by the District shall continue to be paid by the customer even after turn-off of the customer's water or sewer private service line from the District's facilities. A customer may be released from the obligation to pay all rates, fees and charges for service provided by the District, if, and only if, an actual disconnection of the customer's water and sewer private service line from the District facilities occurs, and upon reconnection to the District facilities, the customer shall pay all applicable connection permit fees and system development fees.
- 5.4 Liability for Payment.** Until paid, all rates and charges shall constitute a first and perpetual lien on or against the property being served. Any such lien shall be foreclosed in the manner provided by the laws of the State of Colorado, or collected when the

unpaid rates and charges are \$250.00 or greater. All costs relating to the liens incurred by the District, including, without limitation, attorney's fees and costs of suit, shall be paid by the customer. The District will hold both the occupant and the customer jointly and severally liable for all charged appurtenant to water and sewer service.

- 5.5 Cash Deposit.** The District Manager may require any customer or prospective customer to provide a cash deposit to insure payment of current bills, such deposit not to exceed an estimated one (1) quarter usage of the customer.
- 5.6 Equivalent Unit Schedule.** All rates, fees and charges for service provided by the District shall be based upon the following EQR schedule. The charge for a specific service shall be computed by determining the EQR value of the service. A "stub in" of plumbing for a future connection shall be considered a current use for purposes of determining the EQR value of service. However, no single service shall be assigned a value less than 0.5 EQR, except as expressly set forth in the following EQR schedule. If no class of user exists for a particular use, then the Board shall determine an EQR value for the particular use. The following is the applicable EQR assigned by class of user:

## EQR SCHEDULE

<u><b>Class of User</b></u>	<u><b>EQR Value</b></u>
<b>Single-Family residential unit</b>	
For each unit not having more than three bedrooms, two bathrooms and one kitchen	1.00
- add for each additional bedroom	0.20
- add for each additional bath or one-half bath	0.20
- add for each additional kitchen	0.20
Non-recycling hot tub per 100 gallons – volume greater than 50 gallons	0.10
Swimming Pool per 40,000 gallons of pool volume or fraction – minimum 0.10	1.05
<b>Multi-Family residential unit</b>	
Single bedroom or studio unit with not more than one kitchen and one bath	0.60
Two bedroom unit with <b>not more than one kitchen</b> and two baths	0.80
- add for each additional bedroom	0.20
- add for each additional bathroom	0.20
- add for each additional kitchen	0.20
- <b>add per fold-out couch or hide-a-bed</b>	<b>0.15</b>
Non-recycling hot tub per 100 gallons – volume greater than 50 gallons	0.10
Swimming Pool per 40,000 gallons of pool volume or fraction thereof, however not less than 0.25	1.05
Non-recycling hot tub per 100 gallons – volume greater than 50 gallons	0.10
<b>Transient residential unit</b>	
Dormitories per each rental bed space	0.10
Manager's unit - classified as a Single-family or Multi-family unit as applicable	--
Units with kitchen facilities	
-Units having not more than two bed spaces	0.40
-Add per additional two bed spaces	0.15
Units without kitchen facilities	
-Units having not more than two bed spaces	0.25
-Add per additional two bed spaces	0.10
Laundry facilities (see Commercial washing machines)	--
<b>Commercial</b>	
Banquet Room per 10 seats	0.20
Conference Center per 10 seats	0.15
with Banquet Facilities per 10 seats	0.35
Health Spa Facility per 1,000 square feet of locker room area or fraction thereof	3.50
Offices and office buildings per 1,000 square feet of gross occupied space	0.65
Public restrooms not provided in connection with other classification for each restroom having not more than two toilet fixtures	0.50
-for each additional urinal or toilet	0.20



## EQR SCHEDULE (cont.)

<u><b>Class of User</b></u>	<u><b>EQR Value</b></u>
<b>Commercial (cont.)</b>	
Restaurants and bars including outside seating per 10 seats	0.40
Retail sales area per 1,000 square feet of gross sales and display area	0.35
Non-retail work area per 1,000 square feet	0.20
Swimming Pool per 40,000 gallons of pool volume or fraction thereof, however, not less than 1.00	2.00
Non-recycling hot tub per 100 gallons volume greater than 50 gallons	0.10
Theaters per 10 seats	0.15
Service stations	
- per fuel nozzle	0.30
- per each bay / rack where cars can be washed	1.60
Washing machines	
<del>— per available hook up</del>	<del>0.80</del>
- per available hook up – 18 pounds capacity or less	0.80
- greater than 18 pounds but not greater than 50 pounds	1.60
Processed water discharged shall be evaluated on the metered water inflow per 1,000 gallons per day maximum day	2.50
<b>Schools</b>	
With gym and cafeteria per 50 students	2.10
Without gym and cafeteria per 50 students	1.50
Without gym but with cafeteria or with gym but without cafeteria per 50 students	1.85
<b>Church</b>	
per 100 seats	1.00
<b>Swimming Pools</b>	
Swimming Pool per 40,000 gallons of pool volume or fraction thereof, however, not less than 1.00	2.00

**Surcharge**—If the impact of the discharge exceeds the equivalent of a single-family residential unit, or should the sewage strength exceed 330 milligrams per liter of BOD<sub>5</sub> or SS, additional charges may be assessed.

**5.7 Credit Toward EQR Calculation.** Upon the change of an EQR use of a Customer, the Customer shall be given credit for the discontinuance of an EQR use toward the computation of the new EQR determination for the Customer. A credit shall be given only for Customers whose account with the District is current.

**5.8 Rates and Charges.** The following rates, fees and charges for provision of service are as follows:

**5.8.1 General Rates and Charges.**

**5.8.1.1 System Development fee per EQR.**

Sewer	\$14,408.00
Water	\$12,008.00

**5.8.1.2 In-District service fee per EQR per quarter.**

Sewer	\$85.02
Water	\$85.02

**5.8.1.3 Availability of service fee per EQR per quarter.**

Sewer	\$42.50
Water	\$42.50

**5.8.1.4 Metered Water Service.** All new customers obtaining a Certificate of Final Inspection shall be required to pay for water service pursuant to this section. Any existing customer may choose to pay for water service pursuant to this section, provided that a pressure reducing valve and a water meter have been installed as required by Section 3.2.2, an approved backflow prevention device has been installed and maintained as required by Section 3.2.3, all fixtures meet the minimum requirements set forth in Section 3.2.4.1, and all applicable fees and charges owing to the District has been fully paid.

**5.8.1.5 Metered Water Service Fee  
Residential (RMTR) and Commercial (CMTR)**

0-15,000 gallons	\$53.51 Base Rate Per EQR
15,001 – 30,000 gallons	\$2.33/EQR/1,000 gallons
30,001 – 60,000 gallons	\$3.94/EQR/1,000 gallons
60,001 – 100,000 gallons	\$4.77/EQR/1,000 gallons
Over 100,000 gallons	\$6.48/EQR/1,000 gallons

**5.8.2 Specific Rates and Charges.**

**5.8.2.1 Bacteria Lab.** The charge for water analysis to comply with the Colorado Department of Health drinking water requirements shall be as follows:

**Public Entity:**

Standard	\$29.00
LT2	\$41.00

**Private Entity:**

Standard	\$35.00
LT2	\$47.00

All other tests will be performed at a rate of \$20.00 per hour.

5.8.2.2 Bulk Water Loading Facility. \$3.05 per 1,000 gallons of water or fraction thereof, plus a \$50.00 meter service fee. This rate is available at the Conoco & Blue Roof bulk loading locations only.

5.8.2.3 Connection Permit Fee.

Water	\$38.77
Sewer	\$38.77

5.8.2.4 Exemption Permit Fee. The fee for an exemption permit from the District's water conservation restrictions shall be:

First Thirty Days (Initial Term)	No Charge
Second Thirty Days (First Extension)	\$ 50.00
Third Thirty Days (Second Extension)	\$100.00

5.8.2.5 Fire Hydrants. \$3.05 per 1,000 gallons or part thereof, plus a meter installation fee of \$50.00 and a \$1,000.00 meter deposit.

5.8.2.6 ~~Snowmaking. \$2.00 per 1,000 gallons or part thereof, plus pumping costs from Snowmass Creek and extraordinary treatment costs.~~  
Disconnection/Reconnection Charges.

Disconnection Charge	\$191.00
Reconnection Charge	\$191.00

5.8.2.7 Watering Violations.

First violation	Warning
Second violation	\$50.00
Third violation	\$100.00
All other violations	\$300.00

5.8.2.8 Administrative Fees and Charges.

Delinquency or Late Charge	3% of delinquent balance plus \$3.00.
Certified Letter Charge	\$6.00
Copies	\$1.25 per page

5.8.2.9 Special Services.

Backflow Testing	\$84.00 per test
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Jetting and televising of sewer service lines	\$100.00 per hour
Line locates for service lines or privately owned main lines	\$80.00 per hour
Leak detection on water service Lines or privately owned main lines	\$100.00 per hour
Inspection services	\$80.00 per hour

5.8.2.10 Carpet Cleaning Effluent Disposal Permit.

Annual disposal permit	\$250.00 per year
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5.8.3 Unique Rates and Charges. The following unique rates and charges shall apply:

5.8.3.1 Employee Housing. The system development fee for private rental permanent moderate housing or sale permanent moderate employee housing shall be 50% of the general system development fee, plus the cost of construction to connect the facility with the District system. The service fees shall be determined in accordance with the EQR schedule at the standard rate. In the event that the private rental permanent moderate housing or sale permanent moderate employee housing shall be converted to unrestricted free market private housing, then at the time of conversion, a system development fee in the amount of 50% of the then existing rate shall be paid. A notice of condition of this restriction for the reduced system development fee and the cost upon conversion to unrestricted free market private housing shall be placed on record encumbering the affected real property.

5.8.3.2 Governmental and U.S.C. 501(c) (3) Facilities. The system development fee shall be 30% of the general system development fee, plus the cost of construction to connect the facility with the District. The service fees shall be determined in accordance with the EQR schedule at the standard rate. In the event that the facility shall be converted to a private facility, then at the time of conversion, a system development fee in the amount of 70% of the then existing rate shall be paid. A facility connected to the District's water or sanitary system prior to December 31, 1986, shall pay a system development fee at the time of conversion in the amount of 75% of the then existing rate. A notice of this condition of the restriction for the reduced system development fee and the cost upon conversion to a private facility shall be placed on record encumbering the affected real property.

5.8.3.3 Snowmaking. A system development fee shall not be paid for snowmaking. No water from the District's water system shall be utilized for snowmaking without the prior daily approval of the District Manager or by such District employee as is designated by the District Manager. All requests for snowmaking water shall be made prior to:

- (a) 4:00 o'clock p.m. Monday through Friday for approval to make snow on a weekday;
- (b) 4:00 o'clock p.m. on Friday for approval to make snow during a weekend;

- (c) 4:00 o'clock p.m. on the business day immediately prior to a holiday for approval to make snow on the holiday.

Upon approval, snow may be made at locations approved by the District Manager only. Meter readings shall be reported daily to the District on a form approved by the District Manager. Snowmaking is a discretionary use and shall be terminated immediately at the direction of the District Manager or such District employee as is designated by the District Manager.

## **SECTION VI. BYLAWS**

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- 6.1 Directors.** The property, business and affairs of the District shall be managed by the Board which shall be elected and otherwise chosen pursuant to, and shall exercise the powers granted by the laws of the State of Colorado, particularly the Colorado Special District Act, as heretofore and hereafter mentioned.
- 6.2 Regular Meetings.** The Board shall meet regularly on the second Tuesday of each month at 8:30 o'clock a.m. in the Administrative Offices of the District, 0177 Clubhouse Drive, Snowmass Village, Colorado.
- 6.3 Agenda.** The District Manager shall prepare an agenda for each meeting and provide a copy of the agenda to each member of the Board prior to the meeting and shall post a copy of the agenda at the District's offices.
- 6.4 Robert's Rules of Order.** So far as is practical, Robert's Rules of Order shall be followed at meetings of the Board.
- 6.5 Officers.** The officers of the District shall include a President, Vice President, Secretary and Treasurer. The Board shall elect one of its members as:
  - a. Chairman of the Board of Directors and President of the District
  - b. Vice Chairman of the Board of Directors and Vice President of the District

The Secretary and Treasurer may be members of the Board. The President and Secretary may not be the same person.
- 6.6 Elections of Officers.** The regular election of such officers shall be biennially at the first regular meeting of the Board following the biennial election of the Directors in such year. A special election to fill any vacancies in such offices may be held by the Directors at any regular or special meeting. Any officer elected to fill a vacancy shall serve until the next election of officers. In the event of absence or inability of any officer to act, the Board may delegate the powers or duties of such officer to any other officer, Director or person whom it may select.
- 6.7 Authority of District Manager.** The Board hereby delegates to the District Manager all authority necessary and proper for the District Manager to operate the District on a day-to-day basis. The Board shall not actively participate in the day-to-day operations of the District, but shall act in a capacity as a Board of Directors of a corporation, and the District Manager shall act in a capacity of the President of a corporation.
- 6.8 Personnel Policies.** Annually at the time of the preparation of the budget for the succeeding fiscal year, the Board shall review, and revise where necessary, the

personnel policies of the District. A complete edition of the personnel policies of the District shall be provided to each employee upon commencement of employment, and a revised copy, following any revisions, shall be made available to all employees after adoption.

**6.9 Ethics.** The Board and District employees are subject to and shall comply with the provisions of the Statutes of the State of Colorado concerning disclosure of conflicts of interest (C.R.S. 18-8-308) and standards of conduct (C.R.S. 24-18-101 et. seq.), as they presently exist and may hereafter be amended.

**6.10 Financial Matters.** All District bank accounts and investments shall be maintained in the name of the District and shall be authorized investments of a governmental entity in accordance with the laws of the State of Colorado.

6.10.1 One Signature Checks. All checks shall require the signature of a Director or the District Manager if the amount of the check is less than \$1,000.00.

6.10.2 Two Signature Checks. All checks in an amount greater than or equal to \$1,000.00 shall require the signature of two Directors or the signature of a Director and the District Manager. **The District Manager is not authorized to sign warrants or District checks payable to himself without such warrant or check countersigned by a member of the Board of Directors.**

6.10.3 Transfer of Funds. The District Manager is authorized to transfer funds within Alpine Bank Snowmass Village to various accounts held in the bank on the District Manager's direction without the necessity of approval of the Board of Directors in advance irrespective of the amount of the transfer.

**6.11 Director Indemnity.** A Director shall be entitled to the following assurance from the District:

6.11.1 Indemnity. To the extent authorized by law, the District shall indemnify and hold a Director harmless from and against any action, suit or proceeding arising by reason of the fact that a Director is, or at the time of the alleged incident which is the basis of such action, suit or proceeding was, a Director of the District.

6.11.2 Condition of Indemnity. A Director wishing to obtain the benefit of Section 6.11.1, shall provide the District Manager written notice of commencement of any action, suit or proceeding involving the Director in a timely manner to allow the District to defend such action, suit or proceeding.

6.11.3 Limitation of Indemnity. The provisions of Section 6.11.1 are intended to be a supplement to the provisions contained in the Colorado Governmental Immunity Act. Section 6.11.1 shall only become effective in the event the provisions of the Governmental Immunity Act do not apply because of a limitation due to the type of action, suit or proceeding; provided that:

- a. the Director if considered to be a Public Employee otherwise would be entitled to obtain the benefits of the Governmental Immunity Act; and
- b. such action, suit or proceeding did not arise because of willful misfeasance, malfeasance, bad faith, gross negligence or reckless disregard of duty by the Director; and
- c. the Director timely complies with all the duties and responsibilities of a Public Employee set forth in the Governmental Immunity Act.

- 6.11.4 Procedure. The District shall determine the method and procedure to carry out its obligation to a Director set forth in Section 6.11.1, including without limitation the appointment of legal counsel and the terms of settlement of any action, suit or proceeding against the Director.

## **SECTION VII. ENFORCEMENT**

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- 7.1 Class I Violation.** Upon the happening of a Class I violation, the District Manager shall cause a written notice to be mailed or delivered to the customer who has been found to be violating the provisions of these Rules and Regulations. The written notice shall specifically state the manner of the violation and shall reference the appropriate paragraphs of these Rules and Regulations which require the remedial action by the customer.
- 7.1.1 Compliance with Notice. If the customer timely complies with the remedial action required by the notice, then the violation shall be deemed to have been cured.
- 7.1.2 Failure to Comply with Notice. If the customer does not timely comply with the remedial action required by the notice, then the District Manager shall cause the customer's water or sewer service, or both, as the case may be, to be disconnected from the District facilities.
- 7.1.3 Reconnection Fee. Upon disconnection of service, the customer will be required to pay a reconnection fee prior to receiving any further service from the District. The fee shall be the same as that for a connection permit.
- 7.2 Class II Violation.** Upon the happening of a Class II violation, the District Manager shall cause a written notice to be mailed or delivered to the customer who has been found to be violating the provisions of these Rules and Regulations. The written notice shall specifically state the manner of the violation and shall reference the appropriate paragraphs of these Rules and Regulations which require the remedial action by the customer.
- 7.2.1 Compliance with Notice. If the customer timely complies with the remedial action required by the notice, then the violation shall be deemed to have been cured.
- 7.2.2 Failure to Comply with Notice. If the customer does not timely comply with the remedial action required by the notice, then the District Manager shall cause the customer's water or sewer service, or both, as the case may be, to be disconnected from the District facilities. In addition, a \$50.00 fine for the first violation and a \$100.00 fine for each violation thereafter shall be assessed against the customer.
- 7.2.3 Reconnection Fee. Upon disconnection of service, the customer will be required to pay a reconnection fee prior to receiving any further service from the District. The fee shall be the same as that for a connection permit.
- 7.3 Class III Violation.** Upon the happening of a Class III violation, the District Manager shall cause a written notice to be mailed or delivered to the customer who has been found to be violating the provisions of these Rules and Regulations. The written notice shall specifically state the manner of the violation and shall reference the appropriate paragraphs of these Rules and Regulations which require the remedial action by the customer.
- 7.3.1 Compliance with Notice. If the customer timely complies with the remedial action required by the notice, then the violation shall be deemed to have been cured.

- 7.3.2 Failure to Comply with Notice. If the customer does not timely comply with the remedial action required by the notice, then the District Manager shall cause the customer's water or sewer service, or both, as the case may be, to be disconnected from the District facilities. In addition, a \$100.00 fine for each violation shall be assessed against the customer.

**7.4 Applicability of Class of Violation.**

- 7.4.1 Class I Violation shall mean any violation of the provisions of these Rules and Regulations not specifically enumerated hereafter.
- 7.4.2 Class II Violation shall mean any violation of the provisions of these Rules and Regulations contained in Section 4.1.2 and 4.1.3.
- 7.4.3 Class III Violation shall mean any violation of the provisions of these Rules and Regulations contained in Section 5.8.3.3.