

# COLUMBINE LAKE WATER DISTRICT RULES AND REGULATIONS

## ARTICLE 1 GENERAL

### **1.1 Authority:**

The District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation that are specifically granted for carrying out the objectives and purposes of the District.

### **1.2 Purpose:**

The purpose of these Rules and Regulations is to ensure an orderly and uniform administration of water operations in the area served by the Columbine Lake Water District.

### **1.3 Policy:**

The Board of Directors of the District hereby declares that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to promote the health, safety, prosperity, security, and general welfare of the inhabitants of the District.

### **1.4 Scope:**

These Rules and Regulations shall be treated and considered as comprehensive regulations governing the operations and functions of the District, and shall supersede all prior rules and regulations of the District.

### **1.5 Amendment:**

It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations with respect to the District to reflect those changes determined to be necessary by the Board of Directors of the District. Prior notice of these amendments shall not be required to be provided by the District exercising its Amendment powers pursuant to this Section.

## **ARTICLE II** **DEFINITIONS**

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

### **2.1 *Fixture Unit:***

Means each appliance or facility which requires, directly or indirectly, a connection to the service line of the property. Each of the following, by way of illustration and not limitation, constitutes one Fixture Unit: stool, shower, tub, lavatory sink, clothes washer, dishwasher, outside outlets, wet bar sink.

### **2.2 *Applicant:***

Means any person who applies to the District for a service connection or service disconnection, main line extension or other such service agreement, or who requests to have real property included with in, or excluded from the District, as the case may be.

### **2.3 *Authorized Plumber/Drainlayer:***

Means a person authorized by the District to perform services which physically affect the water system of the District.

### **2.4 *Board:***

Means the Board of Directors of the District

### **2.5 *Constructor:***

Means the landowner, developer, subdivider, or agency actually paying for the construction of the lines.

### **2.6 *Contractor:***

Means any person, firm or corporation authorized by the District to perform work and to furnish materials within the District.

### **2.7 *Customer:***

Means any person, company, corporation, or similar entity authorized to connect and/or use the District's water system under a permit issued by the District

**2.8 District:**

Means the Columbine Lake Water District.

**2.9 Developer:**

Means any person who owns land and/or subdividing land for resale and seeking to have land served by the District.

**2.10 Dwelling Unit:**

Means one or more habitable rooms arranged, occupied, or intended or designed to be occupied by not more than one family with facilities for living, cooking, sleeping and eating.

**2.11 Main Line:**

Means any water pipes used as a conduit for water in the District's water system and owned by the District.

**2.12 District Manager:**

Means the person or entity retained by the Board to administer and supervise the affairs of the District and its employees.

**2.13 Permit:**

Means the written permission to connect to or use the water system of the District pursuant to the Rules and Regulations of the District.

**2.14 Person:**

Means an individual, firm, partnership, corporation or other entity of any nature, whether public or private.

**2.15 Rules and Regulations:**

Means the Rules and Regulations of the District including all amendments and policies as set forth in the District's minutes and resolutions.

**2.16 Secondary Dwelling Unit:**

Means the division of or addition to a Dwelling Unit, which results in an additional use determined by the Board to have an impact upon the water system approximately equal to that of a Dwelling Unit.

**2.17 Service Line:**

Means any privately owned and maintained pipe, line or conduit used or to be used to provide water service from a water main whether the pipe, line or conduit is connected or not.

**2.18 Shall—May:**

Whenever "shall" is used herein, it shall be construed as a mandatory direction; whenever "may" is used herein, it shall be construed as a permissible, but not mandatory direction.

**2.19 Connection:**

Means the connecting of the service line to the water system, which service line extends beyond the easement line or property line into the structure intended to be served, whether or not actually connected to the structure's water system.

**2.20 Water Facilities Fee:**

Means the payment to the District of a fee for the privilege of connecting a particular use to the water system.

**2.21 Water Main:**

Means any pipe, piping, or system of piping used as a conduit for water in the District's water system and owned by the District.

**2.22 Water System:**

Means any water main, line, appurtenance, accessory, or portion thereof owned and maintained by the District.

**2.23 Oversizing Main Line Extensions:**

Means that extra pipe diameter required by the District to provide service for some future or undetermined area.

**2.24 Any Other Term:**

Not herein defined shall be defined as presented in the "Glossary – Water & Sewage Control Engineering" A.P.H.A, A.W.W.A, A.S.C.E, and F.W.S.A, latest editions.

**ARTICLE III**  
**OWNERSHIP & OPERATION OF FACILITIES**

**3.1 Policy:**

The District is responsible for the distribution of water for use to customers within the District, and the maintenance, repair and replacement of the mains, hydrants, valves, and service facilities owned by the District. The District shall not be liable or responsible for inadequate pressure or interruption of service brought about by circumstances beyond its control.

The District is generally responsible for providing water storage and treatment facilities, and shall endeavor to plan for, capitalize and build adequate capital improvements as demand occurs. The District shall not be liable or responsible for failure to approve additional service when capacity is exceeded by demand.

### **3.2 Liability:**

It is expressly stipulated that no claims for damage shall be made against the District by reason of the following: breaking of any service or supply line, pipe, cock, or meter by any employee of the District; failure of the water supply; shutting off or turning on water in the water mains; the making of connections or extensions; damage caused by running water or escaping from open or defective faucets; burst service pipes or other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off or turning it on, or from inadequate or sporadic pressures; water surges, or for doing anything to the water system of the District deemed necessary by the Board of Directors or its agents. The District hereby reserves the right to cut off the water supply at any time, for any reason deemed appropriate. This paragraph shall not relieve the District from liability for negligence of its employees, if such liability would otherwise have existed.

### **3.3 Ownership:**

All existing and future water mains and water works connected with and forming an integral part of the water system shall become and are the property of the District. Said ownership will remain valid whether the water mains or water works are constructed, financed, paid for, or otherwise acquired by the District, or by other persons.

That portion of all existing and future water service lines and taps extending from the water main to each building or unit, connected with and forming an integral part of the District water supply system shall become and is the property of the customers. Said ownership shall remain valid whether the service lines are constructed, financed, paid for, or otherwise acquired by the District or by other persons.

### **3.4 Powers & Authority of Agents:**

The District Manager and other duly authorized employees of the District bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, or other reasonable purpose in accordance with the provisions of the Rules and Regulations .

## **ARTICLE IV** **USE OF WATER SYSTEM**

### **4.1 Unauthorized Tampering With System:**

No unauthorized person shall uncover, make any connection with, or opening into, use, alter or disturb any water main appurtenance without first obtaining a written permit from the District.

### **4.2 Responsibilities Of The Customer:**

Each customer shall be responsible for making the tap and maintaining that portion of the water service line extending from the water main to each unit or building. All service connections shall be made in accordance with the District's Cross Connection and Backflow Control Regulation, which is attached to these Rules and Regulations as Appendix "C". Leaks or breaks in any portion of such service line shall be repaired by the

property owner within a reasonable period of time after notification of such condition by the District. The District reserves the right to shut off the water service, effect the repair and collect the cost thereof from the customer, if, in the opinion of the District Manager, such action is in the best interests of the District. In addition, the District shall be entitled to place a lien against the property to secure payment of the repair cost.

**4.3 Curb Valve:**

Unless otherwise approved by the District, the curb valve shall be located a minimum of 2' outside of the customer's property line.

**4.4 Fire Hydrants:**

The District shall provide fire hydrants for fire protection on the District's water distribution lines on street right-of-ways. Water to be used for purposes other than extinguishing fires may be withdrawn from hydrants only if a permit therefore shall have been issued by the Columbine Lake Water District.

**4.5 Water Shortage:**

It is an obligation of the District to provide a fair and proportionate amount of the water supply to each customer. In the event of a water shortage, whether by reason of supply or mechanical failure, the Board may impose uniform restriction and limitations on usage by written notice mailed to customers. Such restrictions may contain priorities of use and limit water usage to specific purposes.

**ARTICLE V**  
APPLICATION FOR SERVICE

**5.1 Inclusions:**

Service will be furnished subject to the Districts Rules and Regulations and, except as set forth in Section 5.2, only to property included within the District and subject to the Rules and Regulations and taxation by the District. It shall be incumbent upon the applicant to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Satisfactory evidence shall consist of tax receipt, or certification in lieu thereof, received from and signed by the County Treasurer.

Except upon written authorization by the Board, a person owning land within or without the exterior boundaries of the District who desires service, must include all of his land serviceable by the system contiguous to the parcel on which service is desired into the District and must transfer water rights if any to the District, which, in the Board's opinion,

are sufficient to serve the additional demand on the water system. No person receiving service within the District may enlarge or extend any portion of the facility receiving service (including buildings, parking, and landscaping areas, etc.) into an area outside the boundaries of the District.

**5.2 Service Outside The District:**

No service shall ever be provided to property outside of the District, except upon the express written consent of the District. Users outside the District's boundaries shall be charged an amount per thousand gallons of water as determined by the Board if charged according to a meter, or pay double user fees. Under no circumstances shall the District construct any mains, at its own expense, to service properties outside the District's boundaries. In every case where the District furnishes service to property outside the District, the District reserves the right to discontinue the service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so, and such service shall be considered a revocable license. Except to the extent otherwise provided by this article, these Rules and Regulations shall be applicable to persons outside the District who are furnished water by the District.

**5.3 Application for Service Connection:**

Upon acceptance of an application for a water tap and payment of a water facilities fee, the owner of a property seeking service shall complete an application for Water Connection Permit on the District's standard form, and upon acceptance by the District, pay the Inspection Fee.

**5.4 Denial of Water Connection Permit:**

The District reserves the right to deny issuance of a permit for service if:

- A) The connection of the system to applicant's existing plumbing would constitute a cross-connection to an unsafe water supply; or
- B) That the service applied for would create an excessive seasonal, or other, demand on the facilities; or
- C) There has been misrepresentation in the application as to the property or fixtures contained in the property, or the use to be made of the water supply; or
- D) There exists an unresolved obligation between the District and the applicant, inadequate documentation of the easements for main lines serving the property, or any other reason as determined by the Board

**5.5 Change In Customer's Equipment, Service or Use of Property:**

No change in the customer's equipment, service or use of property served shall be made without the prior written notification of and written approval by the District. A change in the customer's equipment, service, or use of the property includes the addition of a Secondary Dwelling Unit or of an additional fixture.

- A) Any such changes in customer's equipment, service, or use of property which, in the opinion of the District, will increase the burden placed in the District's system by the

customer shall require a redetermination of the water facilities fee and annual service charge, and a payment by the customer of any additional water facility fee and service charge resulting from redetermination.

B) A customer adding or notifying the District of an intention to add a Secondary Dwelling Unit to his property must transfer to the District sufficient water rights if any, which, in the Board's opinion, will serve the demands of the Secondary Dwelling Unit.

C) Any customer believed to have changed the equipment, service or use of their property in violation of this Section shall be notified by mail of such belief by the District, and shall be notified of the District's intent to assess any additional water facilities and service fees. The customer shall have twenty (20) days from the date of mailing of the notice to respond. Failure to respond as required herein shall be deemed to allow the District the right to determine the nature and extent of the change, and pose additional water facilities fees and service fees are deemed appropriate by the District. These additional fees shall be collected as provided under these Rules and Regulations, and Colorado law. To defer the collection of said fees as determined by the District, the customer must permit District personnel to make an inspection of the property in question to establish the nature of the equipment, service and use of the property in question, determine the appropriate fees, and re-bill the customer appropriately.

## ARTICLE VI **CONSTRUCTION OF SERVICE LINES**

### **6.1 Service Line Requirements:**

A separate and independent service line shall be provided for every building, and except as otherwise provided herein, shall be installed at the expense of the property owner.

Service lines shall be installed in accordance with the specifications set forth in the Application for Water Tap attached hereto as Appendix "A" and incorporated by this reference.

### **6.2 Contractor's Requirements:**

All contractors, plumbers, and others doing work within the District shall comply with the

requirements set forth in Appendix “A”.

## **ARTICLE VII** **MAIN LINE EXTENSIONS**

### ***7.1 Compliance with Rules and Regulations:***

The requirements of these Rules and Regulations are applicable to the construction of all main line extensions.

### ***7.2 Main Line Extensions by the District:***

The District has the right to construct all main lines within the District. Developers who desire to construct such main lines prior to the date planned by the District for their construction may do so as provided in Section 7.4 herein.

### ***7.3 Procedure for Main Line Extensions by the District:***

The District may approve a main line extension if the Board deems it is in the best interest of the District to do so. All main line extensions which are so authorized shall be bid, as provided by State Law, and contracted for by the Board, with the contractor installing the main line. The District through its engineer shall supervise construction activity and

coordinate all matters pertaining to the completion of the subject project including periodic and final payments to the contractor, inspection, and as-built drawings.

Pursuant to C.R.S. Section 38-26-106, every contractor who is awarded any contract for more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building or other public works, before entering upon the performance of any such work included in said contract, shall duly execute, deliver to and file with the Board, a good and sufficient bond, or other acceptable surety, approved by the Board in a penal sum not less than one half of the total amount payable by the terms of the contract. A certified or cashier's check or a bank money order made payable to the District may be accepted in lieu of a bond.

All main lines constructed shall be accepted by the District upon completion of construction, subject to a one-year warranty period during which the contractor shall promptly, without cost to the District, correct any defective work. All daily inspection fees required by any governmental authority, including the District, shall be paid by the contractor.

#### **7.4 Procedure for Main Line Extensions by Developer:**

The District has no obligation to extend any main line. At the discretion of the Board, the Board may permit a developer (applicant) to construct main lines, at the sole expense of the applicant. The applicant shall enter into a written Main Line Extension Agreement with the District. The District assumes no responsibility for the processing of, or decision not to process an application for a main line extension before the Colorado Department of Health or any other agency. The decision to process or not to process such application rests solely with the applicant, and the District assumes no responsibility or liability for that decision.

A) All applicants desiring to construct a main line within the District shall first make a formal application to the Board for approval. This application shall be in writing, and shall contain a legal description of the property to be served by the main line and design documents for final approval. The cost of review of the design plans shall be borne by applicant.

B) Prior to the execution of the Main Line Extension Agreement with the District, an amount sufficient to compensate the District for engineering fees, legal fees, and other costs, except direct construction costs, anticipated to be incurred by the District as a result of the application and the construction of the main line shall be deposited with the District. This amount shall be a minimum of \$500.00, but may be a greater sum if the Board determines that a greater sum is necessary.

C) All contracts entered into by applicant for construction of any part of a main line shall be assignable to the District. All such contracts that an applicant proposes to assign to the District shall include performance and payment bonds to be issued by the contractor to the District pursuant to C.R.S. Section 38-26-10. All main line extensions, shall be constructed according to applicable District, County, and State specifications. All main line extensions within the District shall be under the supervision of the District Manager at the applicant's expense. Similarly, all daily inspection fees on mains required by any governmental agency, including the District, shall be paid by applicant.

D) The applicant shall be responsible for “oversizing” main line extensions as required by the District.

E) Applicants who have completed construction of main lines shall, before the main lines are accepted by the District, deed the main line and appurtenances to the District, free and clear of all liens and encumbrances, and warranty all maintenance for one (1) year from the date of acceptance of the main lines by the District. The applicant shall provide the District with (1) all necessary easements, (2) reproducible as-built drawings, and (3) a statement of the certified costs of the main lines.

F) No reimbursement or recovery of cost shall be permitted for main line extensions, except as provided by existing contracts. The District shall, in its sole discretion, determine when reimbursements may be made if any required under previous agreements, for main line extensions.

**7.5 Main Line Sizes:**

The size of the main line required to serve any area served by the District shall be determined by the District.

**7.6 Locations of Main Line Extensions:**

Main lines shall be installed on roads or streets which the County, State Highway Department, or other public agency has accepted for maintenance as a public right-of-way, as well as in easements granted to the District. Where facilities must cross land not subdivided, or where such land is under the applicant’s control for granting of a right-of way. The applicant who desires service will, in consultation with, and upon approval of the District, plat and grant to the District appropriate rights-of-way and easements for the installation of such facilities.

**ARTICLE VIII**  
**RATES AND CHARGES**

**8.1 General:**

The information contained in this Article is pertinent to all charges of whatever nature to be levied for providing water services. Said rates and charges as herein established are in existence and effect at this time, and shall remain in effect until modified by the Board under provisions of these Rules and Regulations, and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from modifying rates and charges, or from modifying any classification.

The owner is hereby deemed liable for all charges, rates, fees, tolls, and penalties of the District pursuant to CRS Section 32-1-1011(j)(l) The District assumes no responsibility for any agreement made between owners and occupants regardless of how made or the District having been notified of such agreement.

## **8.2 Application of this Article:**

The rates, charges, and other information shown herein shall apply only to customers inside the District, and shall in no way obligate the District with the respect to services provided outside the District boundaries.

## **8.3 Water Facilities Tap Fee:**

- A) The term "Water Facilities Fee" shall be interchangeable and mean the same thing as Water Facilities Tap Fee or Plant Investment Fee.
- B) A Water Facilities Tap Fee shall be charged to all customers of the District. Such fee is a privilege of service fee, which shall be assessed and paid before the permit for service is issued. Water Facilities Fees shall be assessed for the Dwelling Units and Secondary Dwelling Units as provided for in Statement of Rates, Charges and Policies attached hereto as Appendix "B"
- C) Eligibility: Applicants' property must be located within the boundaries of the District to be eligible for service, except the Board of Directors, upon finding that it is in the District's best interest, may provide for service to property outside the District, but only by agreement with such additional terms and conditions the Board deems appropriate. (See Section 5.2). The number of taps allowed to be purchased for any property will be limited to the number of taps required to service improvements on the property on the date of the application.

Prior to issuance of a tap permit, applicant must submit one set of building plans so that District personnel may assess the new improvements. The Water Facilities Tap Fee shall be paid and the plans stamped by the District showing same. The plans shall then be immediately submitted to the Grand County Building Department by the applicant. This requirement will become effective and apply to each tap purchased January 9, 1999 and thereafter.

## **8.4 Transfer of Water Facilities Fee:**

No water facilities fee paid on behalf of one property, or any portion thereof, may be transferred to any other property unless all of the following apply and are complied with:

- A) The owner requesting the transfer is the common owner of the property for which the transfer of the water facilities fee, or portion thereof, is being requested
- B) The owner requesting the transfer has no outstanding unpaid accounts with the District and had previously maintained a good credit record with the District.
- C) The property to which the water facilities fee initially applied has never been connected to the District's system.
- D) The owner requesting the transfer shall pay to the District the difference between the water facilities fee which would otherwise be charged on the date the transfer is requested for the property to which transfer is being sought, and the water facilities fee

previously paid. The Board at its discretion may waive the increase in the water facilities fee, if the owner requesting the transfer presents evidence satisfactory to the Board that the owner intends to build on the property to which the transfer is being sought, in a timely manner.

E) The Board has approved the request for transfer in writing, such approval to be in the sole discretion of the Board.

### **8.5 Service Charge:**

Service charges for Dwelling Units, Secondary Dwelling Units, and Additional Fixture Units shall be as reflected in the Statement of Rates, Charges, and Policies attached hereto as Appendix "B". Service charges are billed annually on January 1, due no later than March 31.

A) The District reserves the right to reevaluate the water service charges and adjust the user charge fees accordingly. The District shall determine, after taking into consideration all pertinent facts and circumstances, whether the user fee shall be adjusted, and shall notify the users of its finding promptly thereafter.

B) It is the policy of the District to bill all service charges for new connects in advance. Billings will be prorated from date of connection onto the District's line in the road, and make a completed connection into the home. If fixtures are not installed at the time of hookup, a charge of the base rate plus one fixture unit will be charged. A Dry Tap Agreement shall be signed with the District allowing for up to six (6) months to complete the installation of fixtures. At the end of the six (6) month period the District shall re-assess and commence full assessment charges. An extension of the Dry Tap Agreement shall only be by approval of the Board. The Board will only allow three (3) extensions per property. Any pro-rated statements are due by the end of the following month.

C) A \$25.00 late charge shall be applied to any accounts not paid in full by March 31. The District shall further have the right, in its sole discretion to terminate service to any delinquent account and/or certification to the Grand County treasurer for collection on its tax rolls as per Statute.

The District has the right to assess to any customer who is tardy in the payment of his account, all legal, court, disconnection, and other costs necessary to or incidental to the collection of said account.

### **8.6 Unauthorized Connection Fee:**

An unauthorized connection fee equal to twice the normal water facilities fee due shall be payable by persons connecting on the District's line without prior payment of the water facilities fee, approval of application of adequate inspection of lines.

### **8.7 Revocation of Services:**

Service shall be revocable by the District upon non-payment of valid fees owing to the

District, or upon failure to comply with the Rules and Regulations. Service to the property shall be revoked by disconnecting or blocking the water lines servicing the property.

**8.8 Turn-Off Fee:**

If service must be discontinued by the District due to delinquency, a turn-off fee will be charged.

**8.9 Turn-On Fee:**

After service has been shut-off by the District due to a delinquent account, a turn-on fee shall be charged for turning on the service.

**8.10 Penalty for "Unauthorized Turn-On":**

It shall be illegal for any person other than employees or officials of the District to turn-on water which has been previously shut-off or disconnected by the District for any reason.

**8.11 Water Service Availability:**

Property shall be considered as having water service available when District water mains are installed in a public right-of-way, easement, or common area, within 100 feet of the property line or corner of the original site required from the developer.

**8.12 Penalties For Foreclosure Proceedings:**

Until paid, all rates, tolls, fees, and charges shall constitute a first and perpetual lien on or against the property served and any such lien may be foreclosed in the manner provided by law. At any time it becomes necessary for the District, following reasonable efforts to collect tardy payments of any fee or charge assessed by the District under these Rules and Regulations and or Colorado law, to initiate foreclosure proceedings as allowed by C.R.S. Section 32-1-1001 (j)(I), the District shall in each such case assess a foreclosure fee against the subject property in the amount of \$3000.00, which fee shall be payable in full upon assessment and shall be included in the amount then being foreclosed. Payment of said foreclosure fee and any and all other fees outstanding against the subject property shall be a precondition to the resumption of service to that property.

**8.13 Capital Improvement Fee:**

A Capital Improvement Fee shall be applied to each water tap purchased January 9, 1999 and thereafter, which is not activated within two years from its date of purchase. The amount of the Capital Improvement Fee shall be the difference between the tap fee originally paid and the fee in existence when the tap is activated.

**8.14 Water Service Line Breaks Fund Pool:**

Active water users of the District shall be charged and said fund shall be collected by the District and set aside for the purpose of payment of excavation expenses incurred to

repair a water service line break. For purposes of this section, a water service line break shall be described as water having surfaced on the ground in a public right of way, proved to be chlorinated water as tested by Three Lakes Water and Sanitation District personnel, and when excavated, water has leaked from a break in a water service line pipe, occurring in the road right of way.

Assessments of \$50.00 per active account shall be charged on the 1<sup>st</sup> day of January of each year until a fund accumulation of \$100,000 has been reached. At any given time there are insufficient funds in the pool to cover a water service line break, the District shall meet said costs and shall be reimbursed all of its costs immediately upon monies becoming available in the fund.

The District shall pay out of this fund, a maximum of \$10,000 per water service line break directly to the excavator for repair costs incurred. Any costs incurred above that amount shall be billed by the District to the homeowner of record, and the same rates, tolls and charges shall constitute a perpetual lien on and against the property served until paid. The District shall have available to it all methods of collection as provided by Statute for collection of delinquent accounts.

The District is the only party authorized to hire an excavator for purposes of excavation and repair of a water line break as described above, and of which the District will pay out of the fund for excavation costs.

If, upon excavation, it is determined that a break in a water service line has occurred inside the property boundary of a homeowner, the homeowner shall be immediately notified and shall take responsibility to repair the break in a timely fashion, and shall pay for all costs incurred to repair said break inside said property boundary. All costs incurred by the District due to such break shall be billed to the homeowner of record, and the same rates, tolls and charges shall constitute a perpetual lien on and against the property served until paid. The District shall have available to it all methods of collection as provided by Statute for collection of delinquent accounts.

**DISTRICT FEES**

|                                 |  |
|---------------------------------|--|
| 5.1 Request for Inclusion       | \$1000.00<br>(plus additional cost incurred) |
| 5.3 Water Connection Permit Fee | \$50.00                                      |
| 8.3 Water Facilities Fee        | \$5000.00                                    |
| 8.5-C Delinquent Account Fee    | \$25.00                                      |
| 8.6 Unauthorized Connection Fee | Twice the Normal<br>Water Facilities Fee     |
| 8.8; 8.9 Turn Off/On Fee        | \$50.00                                      |

|  |           |
|--|-----------|
| 8.12 Foreclosure Fee                     | \$3000.00 |
| 8.14 Water Service Line Breaks Fund Pool | \$50.00   |

APPENDIX "A"

Account No. \_\_\_\_\_

**COLUMBINE LAKE WATER DISTRICT  
P.O BOX 555  
1111 COUNTY ROAD 48 (GOLF COURSE ROAD)  
GRAND LAKE, CO 80447-0555**

APPLICATION FOR WATER TAP

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Applicant(s) own(s) the following property within the boundaries of the Columbine Lake Water District for which a water tap is hereby requested:

Lot : \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: Columbine Lake

Street Address: \_\_\_\_\_

If property is not within a platted subdivision, provide legal description including approximate size:

Briefly describe the nature and use of existing and proposed improvements on the above described property for which a water tap is requested:

SINGLE FAMILY DWELLING

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(FOR DISTRICT USE ONLY)

The foregoing Application is hereby approved and a water tap for the above-described property is hereby issued.

Receipt of the Applicant's payment in the amount of \$5,000.00 is hereby acknowledged.

COLUMBINE LAKE WATER DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

REQUIREMENT FOR A TAP

1. A digging permit and road damage bond must be collected by Columbine Lake Country Club prior to issuance of this permit.
2. Water line taps must be made by a qualified drain layer, contractor, or plumber authorized by the management to perform that service.
3. A Service Line Permit must be obtained in advance. Payment in the amount of \$5000.00 must accompany this application.
4. An 18" x 24" site plan showing locations and elevations of the water service line shall be submitted to the District for approval. The District shall approve or disapprove the plan within ten (10) working days.
5. Subsequent to the approval of the plans by the District, the contractor shall notify the District 48 hours before beginning the physical tap.

6. All excavation and backfill for water service lines shall be completed before November 1. Normally, excavation and backfill may be started after May 1, depending on ground conditions.
7. Backfilling of excavations shall meet or exceed 90% compaction (standard proctor) at optimum moisture. The Columbine Lake Water District, at their option, may require sufficient compaction tests of the backfill at the owner's expense. The District may require the use of select materials, such as road base, as backfill.
8. It shall be the responsibility of the contractor to verify the existence and location of all underground utilities in the area of the tap and line work. Should any utility be damaged, the contractor shall immediately notify the owner of such damage, and unless authorized in writing by the owner of the utility, shall not attempt to make repairs.
9. The contractor shall be solely and completely responsible for conditions at the site of the tap and line work, including facilities of all persons and property during the performance of the work. This requirement will apply continuously and will not be limited to normal working hours. It is the contractor's responsibility to see that all facility conditions conform to all applicable Federal, State, and County laws, ordinances and codes. The Duty of the District to conduct an inspection of the tap is not intended to include the review of the contractor's safety measures in, on, or near the site of the tap.
10. The contractor shall indemnify and hold harmless the Columbine Lake Water District, its successors and assigns, and each of its officers, employees and agents, against any and all liability, loss, or damage the District may suffer as a result of any claims, demands, costs, or judgment against it under the Mechanic's Lien Laws of the State of Colorado or otherwise, on account of equipment or material furnished and labor or services performed pursuant to this permit. Said indemnification shall include, but not be limited to, court costs, damages, and reasonable attorney's fees.
11. All lines, etc. shall be installed by the contractor at the owner's expense.

**APPENDIX "B"**  
**STATEMENT OF RATES, CHARGES, & POLICIES**

The following rates and charges have been enacted by the Columbine Lake Water District Board of Directors.

**WATER USE FEES**

|   |                   |
|---|-------------------|
| One Family Residential Unit   | \$170.00 per year |
| Plus each fixture unit<br>(for example: a lavatory sink, tub/shower, water closet or toilet, kitchen sink, automatic clothes washer hookup, dishwasher, outside outlet, etc.) | \$ 13.00 per year |
| Water Service Line Breaks Fund Pool   | \$ 50.00 per year |

1. All service charges are payable one year in advance and must be paid in full by March 31.
2. A \$25.00 delinquent fee will be added to any account not paid in full and/or postmarked by March 31.
3. Services may be terminated on May 31, upon approval of the Board of Directors if payment has not been received by March 31. Shut off or turn on charges for delinquent accounts will be \$25.00

per time.

4. A "Permit for Water Tap" form must be completed and a water facilities fee of \$5000.00 per single family residential unit must be paid in full before connecting onto the District's water lines. An inspection fee of \$50.00 must accompany water facilities fees. Note: the covenants of Columbine Lake Subdivision do not allow multi-family dwellings.
5. Columbine Lake Water District does not provide winterization services for private property.
6. A stop and waste valve must be installed in an easily accessible area for shutoff in emergency situations.
7. Bills of new hookups will be prorated from the first of the month following the time you connection to the District's lines in the road and make a completed connection into the home. If fixtures are not installed a "Dry Tap Agreement" shall be signed with this District which will allow a charge of the base rate plus one fixture unit. There will be an assessment of the number of fixture units, following installation. Pro-rated billings are due end of the next month following billing.

**WE DO NOT PROVIDE SEWER SERVICE.**