

NORTH WELD COUNTY WATER DISTRICT

RULES

&

REGULATIONS



ISSUED _____

ARTICLE 1. DESCRIPTION OF THE DISTRICT

- 1.1 PURPOSE OF THE DISTRICT.** The District was organized with the authority to provide certain services and facilities to residents and Property Owners within the District as well as to users outside the District’s boundaries, including cities and towns. The District is a quasi-municipal corporation and political subdivision of the State of Colorado and, as such, exercises certain governmental powers for the benefit of its constituents. The District has the authority to provide water facilities and services. The District has the power to impose fees, rates, tolls, penalties or charges for services available from or provided by the District. The District derives its power from Colorado law.
- 1.2 THE GOVERNING BODY.** The District is governed by an elected Board. The Board consists of five individuals who, as residents or Property Owners within the District, are qualified to serve as directors. Directors are generally elected from director districts to four-year terms at elections held in May of odd-numbered years. The Board elects from its membership a president, vice-president, treasurer, and appoints a secretary.
- 1.3 DISTRICT BOARD MEETINGS.** Meetings of the Board are subject to the “Sunshine Law” of the State of Colorado and are open to the public. From time to time the Board meets in “Executive Session” to receive legal advice or to discuss ongoing contract negotiations, litigation matters or other legally privileged matters. Executive sessions are held in accordance with Colorado law and are closed to the general public. Minutes of meetings are prepared for each meeting and, after approval by the Board, are available for public inspection. The District’s policy is not to tape record its meetings and it does not attempt to maintain a verbatim transcript of its discussions.
- 1.4 DISTRICT MANAGEMENT.** The District is managed staff employed by the District. The District Manager oversees the day-to-day administration of the District and operation of District facilities. All employees and consultants of the District serve at the will of the Board. The District Manager operates within approved guidelines established by the Board and exercises only that discretion which is granted by the Board as necessary for day-to-day operations and for implementation of Board decisions and policies.
- 1.5 DISTRICT SERVICES AND FACILITIES.** In general terms, the District attempts to provide the water services and improvements within the District. The District has powers of eminent domain to condemn private properties for public use.
- 1.6 DISTRICT FACILITIES.** Systems constructed or accepted by the District shall be operated and maintained by the District pursuant to the Rules and Regulations. Systems constructed by a Person other than the District shall be conveyed to the District in accordance with the provisions set forth herein.
- 1.7 DISTRICT OWNERSHIP.** All improvements constituting any part of the District’s system shall be the sole property of the District unless otherwise specifically agreed by the District. Notwithstanding that customers shall be entitled to receive service from the District pursuant to these Rules and Regulations, no legal or equitable ownership in District

systems or improvements shall be deemed to exist in favor of any Person or entity other than the District.

1.8 RIGHT OF ENTRY. The District Manager, the District Engineer, employees of the District or other personnel authorized by the District Manager bearing proper credentials and identification, shall be permitted by all Property Owners within the District to enter upon all properties or appurtenances for the purpose of installation, replacement, repair, maintenance, inspection or observation reasonably necessary in connection with the services and facilities provided by the District. The granting of Right of Entry by the Property Owner is a condition precedent and a condition subsequent to the provision of services by the District. Refusal to permit such access to District personnel in the performance of their duties may result in discontinuation of services to the property in question, or cause additional charges to the Property Owner for increased costs or damages sustained as a result of refusing the Right of Entry.

1.9 TAMPERING. No Person shall alter, obstruct or interfere with the District's facilities or improvements without first obtaining a written authorization from the District in advance of such alteration, obstruction or interference, which written authorization shall be granted by the District in its sole discretion and which may be withheld for any reason deemed reasonable or appropriate by the District in its sole discretion. Any Person who violates the provisions of this Section shall be prosecuted to the fullest extent provided by law.

1.9.1 Notification to Property Owner of Tampering. Upon discovery that a District facility or improvement has been altered, obstructed or interfered with, the District shall advise the Property Owner of such alteration, obstruction or interference by posting a notice on the property and requesting that such alteration, obstruction or interference be removed, corrected or remedied within forty-eight (48) hours of posting of the notice, or by such sooner date as specified therein by the District due to the particular circumstances involved. If such alteration, obstruction or interference is not removed, corrected or remedied within forty-eight (48) hours (or other specified time period) of the posting of the notice, the District shall remove, correct or remedy the alteration, obstruction or interference and all costs associated therewith shall be charged to the Property Owner. In the event the alteration, obstruction or interference is such that it would be unsafe, unreasonable or otherwise inappropriate for the Property Owner to remove, correct or remedy, then no notice will be posted on the property and the District shall remove, correct or remedy the situation in its sole discretion and all costs associated therewith shall be charged to the Property Owner.

1.9.2 Penalties for Tampering. Upon discovery that a District facility or improvement has been altered, obstructed or interfered with, the District shall impose a penalty upon the Property in the amount set forth in the Schedule of Fees and Charges. The penalty shall be imposed regardless of whether the alteration, obstruction or interference is cured by the Property Owner within the specified time period set forth in the notice posted on the property. Any

administrative costs associated with the tampering and penalties will also be charged.

1.9.3 Prosecution for Tampering. Pursuant to § 18-4-506.5, C.R.S., any Person who, in any manner, alters, obstructs or interferes with any meter provided for measuring or registering the quantity of water passing through that meter without the knowledge and consent of the District commits a class 2 misdemeanor. Further, any Person who connects any pipe, tube, stockcock, wire, cord, socket, motor or other instrument or contrivance with any main, service pipe or other medium conducting or supplying water to any building without the knowledge and consent of the District commits a class 2 misdemeanor. The District's Board and/ or Manager shall determine whether to press charges against the Person violating these provisions. Any and all costs associated with pressing charges against the Person responsible shall be charged to the property.

1.9.3.1 Involvement of Law Enforcement. In the event the alteration, obstruction or interference requires access to a Property Owner's property or if the District's Manager or Operator believes the safety of the District's contractors or employees is in jeopardy, the District shall have the Weld County Sheriff accompany the contractor and/or employee to the property to remedy the alteration, obstruction or interference. Any and all costs associated with pressing charges against the Person responsible shall be charged to the property.

1.10 VIOLATIONS. Any Person violating any of the provisions of these Rules and Regulations shall become liable to the District for any expense, loss or damage occasioned by reason of such violation, and upon non-payment thereof, shall be assessed a penalty in an amount set forth in the District's Schedule of Fees and Charges, which penalty shall be a lien upon the violator's property as permitted by § 32-1-1001, C.R.S., as amended, or a lien upon the Property to which the violator was providing services at the time of the violation in question, whichever the District Manager deems appropriate. In the event the District determines to revoke or suspend District services to any Person or entity for violation of any of the provisions of these Rules or Regulations, the District shall not be liable for any claim for damage resulting therefrom.

1.11 HEARINGS

1.11.1 APPLICABILITY. The hearing and appeal procedures established by this Section shall apply to all complaints concerning the interpretation, application or enforcement of the Rules and Regulations of the District as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Article shall not apply to complaints arising out of the interpretation of the terms of District contracts or complaints which arise with regard to personnel matters which shall be governed exclusively by the District's personnel rules as the same may be amended from time to time.

1.11.2 COMPLAINTS. Complaints concerning the interpretation, application or enforcement of Rules and Regulations of the District must be presented in writing to the District Manager or such representative as s/he may designate. Upon receipt of a complaint, the District Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determinations as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) days after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

1.11.3 HEARING. In the event the decision of the District Manager or his/her representative is unsatisfactory to the complainant, a written request for formal hearing may be submitted to the District Manager or such hearing officer as the District Manager may appoint within twenty (20) days from the date written notice of the decision was mailed. A deposit in an amount set forth in the Schedule of Fees and Charges shall be made with the District along with the request for the hearing. This amount shall be retained by the District to cover the costs of the hearing until the final decision following such hearing. The amount shall be refunded to the complainant if the District Manager renders a final decision in favor of the complainant. Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Rules and Regulations have been met, the District Manager or hearing officer shall conduct a hearing at the District's convenience but in any event not later than fifteen (15) days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

1.11.4 RULES. At the hearing, the District Manager or hearing officer shall preside. The complainant and representatives of the District shall be permitted to appear in Person, and the complainant may be represented by any Person of his/her choice or by legal counsel.

The complainant or his/her representative and the District representatives shall have: the right to present evidence and arguments; the right to confront and cross-examine any Person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained. The District Manager or hearing officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The District Manager or hearing officer shall determine whether clear and convincing grounds exist to alter, amend, defer or cancel the interpretation, application and/or enforcement of the Rules and Regulations that are the subject of the complaint. The decision shall be based upon evidence presented at the

hearing. The burden of showing that the required grounds exist to alter, amend, defer or cancel the action shall be borne by the complainant.

- 1.11.5 FINDINGS.** Subsequent to the formal hearing, the District Manager or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) days after the date of the formal hearing.
- 1.11.6 APPEALS.** In the event the complainant disagrees with the findings and order of the District Manager at the formal hearing, the complainant may, within fifteen (15) days from the date of the mailing of the findings and order by the District, file with the District a written request for an appeal thereof to the Board. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. In response, the District shall compile a written record of the appeal consisting of: (1) a transcript of the proceedings at the formal hearing; (2) all exhibits or other physical evidence offered and reviewed at the formal hearing; and (3) a copy of the written findings and order. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. Such consideration shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there shall be no right to a hearing *de novo* before the Board.
- 1.11.7 BOARD FINDINGS.** The Board shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the hearing. The Board will not reverse the decision of the District Manager or hearing officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.
- 1.11.8 NOTICES.** A complainant shall be given notice of any hearing before the District Manager, the hearing officer or before the Board by certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the complainant shall also be served upon the attorney.
- 1.11.9 OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY.** The Board, its District Manager or District Attorney, each in its direction, shall have all rights and remedies afforded under Colorado law to enforce these Rules and Regulations, including, but not limited to those set forth herein and to pursue all remedies available at law or in equity.

ARTICLE 2. DEFINITIONS

Unless the context requires a different meaning, the following definitions shall apply to the following words:

- 2.1** “District” shall mean the North Weld County Water District.
- 2.2** “Water Works” shall mean all facilities for collecting, treating, storing and distributing water.
- 2.3** “Manager” shall mean the manager of the District and his duly authorized deputy or agent.
- 2.4** “Customer” shall mean the person actually using the water tap.
- 2.5** “Owner” shall mean the person who has a deed to the property or is purchasing the property on contract.
- 2.6** “Person” shall mean any individual, firm, company, association, society, corporation, group, or entity.
- 2.7** “Customer Water Service Line” shall mean water lines constructed from meter installation to source of use stop to the tap outlet.
- 2.8** “District’s Water Service Line” shall mean the water lines constructed from the water main to the meter installation.
- 2.9** “Shall” is mandatory: “May” is permissive.
- 2.10** “Board” shall mean the governing body of the North Weld County Water District which is the Board.

ARTICLE 3. GENERAL PROVISIONS

- 3.1 AUTHORITY.** The District is a quasi-municipal corporation and political subdivision of the State of Colorado organized and operating pursuant to Article 1 of Title 32, C.R.S., possessing all of the powers of a water district under the Act. The authority of the District to adopt rates, rules and regulations is expressly conferred by the Act. The Board of the District expressly finds and determines that the adoption of the following rates, rules and regulations is necessary for the health, safety, prosperity, security, and general welfare of the property owners and residents of the District and will ensure an orderly and uniform administration of the District affairs..
- 3.2 PURPOSE.** The purpose of these Rules and Regulations is to provide acceptable standards of design and construction for all improvements connecting to the District’s water system, These Rules and Regulations are subject to change by the District without notice.
- 3.3 SCOPE OF RULES AND REGULATIONS.** These Rules and Regulations shall be treated and considered as the comprehensive rules and regulations governing the operations and management of the District. Any and all prior rules and regulations of the District shall be deemed specifically superseded hereby. The Board has determined to adopt these Rules and Regulations in order to assist the District, operations, engineering, and management staff in implementing the decisions and policies of the Board. It is intended that any Person desiring to transact business with the District as a Property Owner or Developer of property or a resident within the boundaries of the District shall comply with these Rules and Regulations. It is further intended that the District Manager and the management staff shall utilize these Rules and Regulations as a tool for assuring uniform treatment to Persons within the District and fair response to issues that confront the District. The District Manager shall provide copies of these Rules and Regulations to any Person who requests them. Electronic copies shall be provided at no cost. Paper copies shall be provided for at the then-current copy cost or as otherwise determined by the Board. No Person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with policies and standards of the District contained herein, and in supplements hereto.
- 3.4 GENERAL POLICIES.** The District articulates herein its rules, regulations, and policies for the provision of public services and facilities, and for management and operation of the same. From time to time, the Board adopts official policies of the District. On occasion, such policies are reflected in official “resolutions” or “policies” of the Board. Additional exhibits may be added to these Rules and Regulations from time to time either by modification of these Rules and Regulations or by the addition of new exhibits. Additional policies may also be found in the minutes of the District’s Board meetings. To the extent any policy found in minutes of the Board meetings pre-date and conflict with any resolution of the Board, the resolution shall be deemed to supersede the minutes, unless the Board determines otherwise, after such conflict is brought to the attention of the Board. To the extent policies found in the minutes of meetings post-date resolutions of the District and conflict with such resolutions, the policy stated in the minutes shall be binding unless the Board determines otherwise after such conflict is brought to the attention of the Board. The District shall have the right, at all times, to repeal and re-enact resolutions of the Board

unless any resolution specifically states that it is irrevocable. A number of informal policies of the District may exist which are known to the District Manager and the Board. In any case where a Person has questions about District policies, questions may be directed to the District Manager who has the authority to respond, or who may refer such requests to the Board. In all circumstances, the Board retains the authority and responsibility for the policies of the District.

- 3.5 AMENDMENT, MODIFICATION & WAIVERS.** The Board shall retain the power to amend these Rules and Regulations as it deems appropriate. Neither notice of such amendments nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification or waiver powers. The District has the power to revise its Rules and Regulations from time to time either by formal action of the Board or by implication and has the authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Supplemental policies of the District may be adopted from time to time in order to assist the Board and its management staff in managing the affairs of the District. When possible, copies of such policies shall be attached hereto. Additional documents affecting these Rules and Regulations may be added by Board resolution from time to time. The Board, or the District Manager acting on instructions of the Board, shall have the sole authority to waive, suspend or modify these Rules and Regulations. Any Person claiming the benefit of such waiver, suspension or modification shall be required to obtain a written waiver signed by the District Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver shall be deemed a continuing waiver.
- 3.6 LIABILITY.** The liability of the District and its employees is controlled and limited by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. The District assumes no responsibility for contractors constructing facilities for private Developers, whether or not the District has consulted with the Developer or inspected any such construction and whether or not such facilities may eventually be conveyed to the District for the maintenance of facilities and for their safety commences only when such facilities are actually conveyed to the District. Consultants to the District, including but not limited to the District Engineer likewise assume no responsibility for the safety or sufficiency of any construction or work conducted by or for a private Developer. Where the District contracts with any contractor, the particular obligations of the District to that contractor shall be specified in the contract.
- 3.7 SEVERABILITY.** Should any section, subsection, sentence, clause, or phrase of these Rules and Regulations be judicially determined to be invalid or unenforceable, such judgment shall not effect, impair, or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.
- 3.8 PRIOR OFFENCES.** Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty, or forfeiture incurred by any Person or under any contract or right established or occurring before the effective date of these Rules and Regulations.

- 3.9 NO DAMAGE FOR FAILURE TO ENFORCE.** Nothing herein contained shall create any right to damages against the District, its directors, officers, agents, or employees for the District's failure to enforce any or all of these Rules and Regulations.
- 3.10** All installation, construction, connection, use and service of water works shall be under the control, supervision, and planning of the District.
- 3.11** Water service will be furnished only to persons whose property is included within and subject to taxation by the District. However, in its discretion, the Board may enter into agreements to supply water outside the District boundaries.
- 3.12** A person owning land outside the boundaries of the District who desires water service must include all of that parcel of land within the boundaries of said District to the District. The land must also be in existing boundaries of Northern Colorado Water Conservancy District.
- 3.13** All water line extensions within the District shall be made by the District or under the supervision of the District and in accordance with District specifications.
- 3.14** No persons shall uncover, make any connection with, or open into, use, alter, or disturb any District water line, without first obtaining written permission from the District.
- 3.15** All costs and expenses incident to the installation and connection of the water service lines shall be borne by the owner. The owner shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the owner's installation of the customer water service line.
- 3.16** No privately owned lines shall be placed in the same trench with District owned lines unless by agreement.
- 3.17** Each individual owner shall be responsible for installing and maintaining the entire length of the customer water service line.
- 3.18** All excavations for water service line installation by an owner or developer shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways and other public or private property disturbed by an owner or developer in the course of such work shall be restored in a manner required by law.
- 3.19** Any unauthorized person who shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenances or equipment which is a part of the water works shall be subject to prosecution in accordance with Colorado law.
- 3.20** The District's authorized employees shall be permitted to enter upon all properties served by the District for the purpose of inspection, observation, measurement, sampling, testing and for any other purpose necessary in the operation of District business, in accordance with the provisions of these Rules and Regulations.
- 3.21** Each person that obtains water service from the District shall have an account number,

name and address on the bill or notice. This account number shall be used at all times for any communication with the District.

- 3.22** Prior to the activation of a water tap, any customer, owner, subdivider, or developer must designate in writing on a form approved by the District, the real property which will be served by such water tap. Such active water tap may not thereafter be transferred for use in connection with any other real property without the prior written approval of the District, which approval shall be within the sole and absolute discretion of the Board.
- 3.23** A water tap shall serve only that property for which it was purchased and which is under the same ownership.
- 3.24** A tap can be moved on same legal if district facilities are in place, where tap is to be moved. If not, individual may extend facilities and pay for extension, if there is adequate line sizing.
- 3.25** Water service to a multi-unit dwelling or building being served by a single tap shall be billed to the owner of said property and shall be the owner's direct responsibility.
- 3.26** Water service to multi-unit residential or commercial property shall be served through a separate water meter for each unit where there are separate owners or where a single owner desires for the tenant to pay the water service bills.
- 3.27** If an owner of a multi-unit dwelling or building being served by a single tap decides to make the tenants pay the water service bills or decides to sell any or all of the units to several different owners, he shall first separate the water services to serve the individual units and shall purchase an additional tap for each unit so separated.
- 3.28** In the event that the real property served by an active water tap is conveyed or transferred to a new owner, such active water tap shall be deemed transferred with the same real property whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee's sale, sheriff's sale, treasurer's sale, or otherwise, subject to compliance with the regulations of the District and the payment of applicable transfer fees. The District may recognize such transferee as the owner of said active water tap without having first obtained an assignment of such water tap executed by the previous owner of the property.
- 3.29** If a dispute arises as to the legal ownership of a water tap, the District shall, upon written request, continue to provide water service to such property for a specified period of time pending an agreement between the disputed parties or a court determination relative to ownership of the tap.

ARTICLE 4. DEVELOPMENT REVIEW

4.1 DEVELOPMENT REVIEW DOCUMENTS AND AGREEMENTS: Development documents and agreements shall be approved by District Management, the Board, and/or the District Engineer according to the chart set forth below.

Development Class	Required Agreements/Documents	Approved by District Management	Approved by Board at Public Meeting (May be approved under consent agenda absent specific issues.)
Single Tap (Vacant Land, 35+ Acre Division, Well Replacement, Accessory Dwelling Unit, Zoning Permit for Manufactured Home/Structures)			
Residential	Letter of Intent or Tap Purchase Agreement	X	X
Tap Allocation Relocation or Assignment <i>Property Sales with pre-existing tap</i>	Assignment Sheet	X	
<i>Assignments from one property or tap to another</i>	Assignment Sheet	X	
2-4 Taps (Family Farm Division, Lot Line Adjustment, Resubdivision)			
No Infrastructure	Letter of Intent		X
Additional Infrastructure	Letter of Intent		X
	Water Service Agreement		X
Major Subdivision/PUD, Minor Subdivision, Commercial			

PUDs Requiring Infrastructure	Construction Drawings and Final Plat	X*	
	Letter of Intent		X
	Raw Water Dedication Agreement		X
	Water Service Agreement		X
Commercial for 50% Variance	Letter of Intent		X
	or Tap Purchase Agreement		X
Commercial	Dedication Agreement		X
	Water Service Agreement		X

*The District's engineer may approve construction drawings and final plats in lieu of the District Manager approving such items.

4.1.1 Any agreement approved by District Management must also be included on a Board meeting agenda so that the Board may take formal action in order to make District Management's approval effective. Such Board actions shall be reflected in Board meeting minutes.

4.2 LETTERS OF INTENT: The procedure for processing all Letters of Intent is as follows:

4.2.1 District management staff produces Letter of Intent and releases it to the Developer(s) for signature(s).

4.2.2 Once the Developer(s) returns the Letter of Intent, it will be placed on the next Board agenda.

4.2.3 If approved by Board, a Board Member will sign the Letter of Intent.

4.2.4 Within 5 business days of the Board Meeting, District Management staff will record the Letter of Intent with the applicable County.

4.2.5 Upon receipt of the recorded Letter of Intent, District Management will provide a copy to the Developer for their records and use in the county process.

4.3 DEVELOPMENT REVIEW PROCESS: The process for review and approval of development documents and agreements shall generally follow the order of events set forth below. Ag Commercial may be exempt from portions of this process (i.e. final plat requirement, etc...).

4.3.1 Applicant submits complete and most recent utility report, final plat, landscape plan, and construction drawings for review and comment.

4.3.1.1 Approval of the utility report, final plat, landscape plan, and construction drawings will occur once all comments have been satisfied.

4.3.2 The Water Dedication and Construction Phasing finalized and presented to the District.

4.3.2.1 Applicant must define what type of water will be dedicated.

4.3.3 Upon review and approval of the Phasing Plans and dedication, a Water Dedication Agreement will be produced and must be approved by the Board prior to execution.

4.3.4 If applicable, diligence and/or dry up covenants will be required. A draft Water Service Agreement is an exhibit to the Water Dedication Agreement.

4.3.5 Applicant dedicates water to the District pursuant to Water Dedication Agreement.

4.3.6 Final Plat signed.

4.3.7 Water Service Agreement signed.

4.3.8 Applicant proceeds with construction.

4.4 NON-POTABLE IRRIGATION WATER SUPPLY SYSTEM EVALUATION AND APPLICATION

4.4.1 The District, will evaluate requests to provide water for indoor use only to residential development, only following the review and approval of a proposed non- potable water system for outdoor use, as applicable by and through this Policy.

4.4.2 All proposed non-potable water systems must provide water from a source or sources other than treated water from the District for outdoor use to the same level of reliability and resiliency as if the District were providing the service.

4.4.3 A developer submitting such proposed non-potable water supply system must provide the District with a non-potable system design, the source(s) of water

supply for such system, and the system's operational plans, all of which must be approved by the Board consistent with the District's then-current, approved Design Criteria, as the same may be amended from time-to-time.

- 4.4.4** At the time of submission of the non-potable water system application, the developer must identify the metro district or other organization (POA, HOA, etc.) that will administer and provide governance for the approved and installed non-potable system ("Responsible Non-Pot Entity"). Prior to the installation of an approved non-potable system, the Responsible Non-Pot Entity must enter into a Water Services Agreement ("WSA") with the District.
- 4.4.5** Prior to the execution of a WSA for an approved non-potable water system, the District must receive evidence that the Responsible Non-Pot Entity owns the water source(s) proposed to be used for the non-potable system. The District will not approve the proposed non-potable water system without evidence of ownership of the water source(s) and without concluding that the source(s) will provide sufficient yield for the reliable operation of the system. The District will make an independent determination whether the yield of the water source(s) is sufficient and will calculate such sufficiency using a dry- year yield of such water source(s).
- 4.4.6** Additionally, prior to the execution of a WSA for an approved non-potable water system, the Responsible Non-Pot Entity must demonstrate that the system will provide the same level of reliability as if the District was providing the service. As an example, but not as the sole requirement to demonstrate sufficient system reliability, the Responsible Non-Pot Entity may submit for the District's approval, enforceable covenants or other enforceable contractual performance obligations that evidence its perpetual obligation to provide a reliable system.
- 4.4.7** The non-potable water system proposal must meet the District's then- current standards for the entire development at the time it is submitted. The District will not grant conditional approval(s) for future development phases. As will be required in the WSA, the Responsible Non-Pot Entity will not be able to change, modify, substitute, or alter the non-potable water supply source(s) after approval without the express written
- 4.4.8** Evaluation Process and Application
 - 4.4.8.1** Initial Evaluation Meeting: Developer meets with the District to discuss and answer questions about the requirements associated with the District's evaluation of the proposed non-potable water system.
 - 4.4.8.1** Developer Provides Information Required to Conduct an Evaluation of the Proposed Non-Potable Water System

- 4.4.8.1 Projected landscape irrigation demands for all lots and tracts to be irrigated based on a professionally designed and prepared landscape plan for the project or up to 5 years of actual metered landscape irrigation usage data if available.
- 4.4.8.2 Operational Plan of non-potable system.
- 4.4.8.3 Identification of surface water sources and copies of share certificates for the proposed ditch or reservoir company water.
- 4.4.8.4 Evidence of ownership of surface and groundwater rights that are not delivered by or through a ditch or reservoir company.
- 4.4.8.5 Groundwater sources and copies of decrees, well permits, and any and all documentation of the amount augmented or other restrictions encumbering such sources.
- 4.4.8.6 Decree or reservoir accounting data and submittals for the proposed water source(s) where applicable.
- 4.4.8.7 Agreements with ditch and reservoir companies or others associated with the proposed water source(s).
- 4.4.8.8 Easements or right-of ways for facilities, ponds, and/or pipelines associated with the delivery of the proposed water source(s).

4.4.8.1 Evaluation Standard

- 4.4.8.1 In order for the Board to approve water service for indoor use only, the Developer must demonstrate that its non-potable system is at a similar level of reliability as if the District provided water service for outdoor use to the development.
- 4.4.8.2 Meet specifications of the District's approved Design Criteria.
- 4.4.8.3 The dry year yield of the water supplies must meet the demands of the non-potable system from April 1 to October 31 or the delivery period identified in the operational plan described above if shorter.
- 4.4.8.4 Supply must be adequate to meet the non-potable demand during the prescribed season of use.
- 4.4.8.5 Similar level of system/infrastructure reliability as North Weld.
- 4.4.8.6 The system includes redundancies to protect reliability of water delivery.

4.4.8.7 Developer must provide evidence that the Responsible Non-Pot Entity will maintain an accurate accounting of its diversions, pumping if applicable, deliveries, and water usage.

4.4.8.1 Complete Evaluation Process

4.4.8.1.1 Developer works with the District staff, the District’s consulting engineers, users of water source(s) (previous and current), owner of land historically irrigated with the water source(s), ditch company, if applicable, and others to establish and document usage history and determine if the proposed non-potable water supply will meet the projected irrigation demand.

4.4.8.1 Division of Water Resources

4.4.8.1 Developer must prepare accounting forms to be submitted monthly to the Division of Water Resources (“DWR”).

4.4.8.2 Monthly accounting will include diversions, volume of water pumped, metered usage, and other information required by the DWR.

4.4.8.3 Developer must obtain approval in writing from the DWR of monthly accounting forms and all measuring devices.

4.4.8.4 Developer will provide a copy of the written approval to the District.

4.4.8.1 Developer will submit monthly accounting to the DWR and provide a copy to the District.

4.4.9 Post Evaluation Meeting

4.4.9.1 Meeting between Developer and the District is scheduled to discuss results of evaluation process.

4.4.9.1 Final development plat must be reviewed and approved by the District.

4.4.10 Water Service Agreement

4.4.10.1 If the proposed non-potable irrigation supply meets the projected irrigation demand in a dry year and the developer elects to move forward, the District staff will work to prepare a draft Water Service Agreement that addresses the requirements associated with the proposed non-potable

irrigation supply and landscape irrigation system for the project.

4.4.10.1 When the draft water service agreement is complete and the language is acceptable to the District staff and legal as well as the developer, the District staff will present the agreement and the developer's request for a reduction in raw water requirements and plant investment fees for the residential development to the Board for consideration at its next regularly scheduled meeting.

4.5 Development Review Cost Reimbursement Policy: With the submittal of a proposed utility plan application (the "Application"), the applicant shall pay to the District a nonrefundable application fee of \$500, together with a \$5,000 deposit to reimburse the District for staff, engineering, legal, and consultant time associated with the review of the Application. The District will draw against such deposit based upon the then-current hourly rates (including benefits) of staff work on the Application and the applicable rates of engineering, legal, and other consultants. If the amount reimbursable exceeds the deposit, the balance shall be due to the District on a monthly basis and prior to continued work by the District on the Application. Any deposit amount remaining with the District upon completion of the review of the Application shall be returned to the applicant.

ARTICLE 5. GENERAL USE REGULATIONS

- 5.1** The property owner shall be responsible for all water used at all times until the District is notified of a change of ownership. It is the responsibility of the property owner to notify the District in the event of the sale of the property, or change in tenants.
- 5.2** The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.
- 5.3** The District shall have the right to restrict the use of and apportion its available water supply during any emergency caused by drought, or other threatened or existing water shortage, and may prohibit the wastage of District water or the use of District water during such period, for any purpose other than household uses or impose such other restricted uses as may be determined to be necessary by the District and may prohibit use of such water during such periods for specific uses which the District may from time to time find to be nonessential.
- 5.4** No water service shall be given until all tap fees and other charges are paid.
- 5.5** There shall be no refund on water loss caused by a break in the customers water service line.
- 5.6** The property owner shall be responsible for water service charges if the tenant refuses or fails to pay for such water service. District will undertake reasonable efforts to notify the property owner of a problem in collecting from the tenant.
- 5.7** A surcharge shall be imposed upon the customer when water usage exceeds the annual allocation appearing on the Tap Purchase Agreement. The tap owner shall, upon request, furnish additional raw water to the District when the annual usage exceeds double the annual allotment.
- 5.8** Customers will not be allowed to move rented water from one account to another after it has been paid for.
- 5.9** Customers requesting service termination for extended periods of time (i.e. winter months) shall continue to pay the monthly minimum even though the meter is removed and stored, Charges by the District for removal and replacement of the meter shall be on an actual time and labor basis.
- 5.10** A legal description will be designated to any easement that might warrant issuing a water tap or plant investment fee in lieu of money for any particular easement.
- 5.11 COMMERCIAL FLOW CONTROL:**
- 5.11.1** The District will install flow control devices and flow control commercial users within the District to their peak 2021 flows (the "Flow Limit"), as indicated in

the District’s water usage records for each commercial user. If a commercial user exceeds the individual Flow Limit established by the District, the District may shut-off water service to such customer. In the event of a water services shut-off, such user may dedicate additional water to the District for their use. Any water proposed for dedication to the District shall comply with any rules and regulations of the District or water dedication policy of the District.

5.12 DROUGHT

5.12.1 Residential Drought Policy: The District hereby establishes that in the event of a drought, as may be determined by the Board pursuant to this policy (the “Drought”), the following residential outdoor water restrictions (the “Water Restrictions”) set forth below, shall be in effect for all residential properties within the District for the period of Drought. The Board shall have the authority to declare the stage of Drought, and the duration during which Water Restrictions shall apply.

5.12.1.1 Declaration of Drought: The Board shall have the authority to declare the stage of Drought and the duration during which the Water Restrictions shall apply. In order to determine whether a Drought exists and to declare the stage of Drought, the Board will make a water supply declaration on or before May 1st of each year. Determination of water supply will be guided by the proposed water supply formula:

<i>Ratio = (Carryover Supply + Projected WY Supply * 0.95) / (Normalized ATP Demand * 1.10 + RFO)</i>	
Where	Carryover Supply = stored water from previous water year Projected WY Supply = expected yield on CBT plus native rights for current water year 0.95 = safety factor on supply Normalized ATP Demand = expected at-the-plant demand under normal conditions 1.10 = dry year demand multiplier RFO = return flow obligations associated with converted native supplies

The Board will declare the water supply as either Adequate, Stage 1 Drought, Stage 2 Drought, or Stage 3 Drought, correlating to water supply ratios of:

- Stage 1 Drought: (1 to 0.9)
- Stage 2 Drought: (0.89 to 0.8)
- Stage 3 Drought: (less than 0.8)

RESIDENTIAL WATERING RESTRICTIONS

	Stage1: Low	Stage 2: Medium	Stage 3: High
Landscape water usage			
Lawn watering	Target 1” per week for turf	Target 0.75” per week for turf	No watering
Watering hours	No watering between 10 a.m. and 6 p.m.	No watering between 10 a.m. and 6 p.m.	No watering

Number of watering days per week	Residential even address: Thursday and Sunday; Residential odd address: Wednesday and Saturday; Commercial: Tuesday and Friday	Residential even address: Sunday only; Residential odd address: Saturday; Commercial: Friday	No watering
Trees	Same as lawn watering under sprinkler systems; Watering by hand, drip system, or deep root fork unrestricted	Same as lawn watering under sprinkler systems; Watering by hand, drip system, or deep root fork unrestricted	Watering by hand, drip system, or deep root fork unrestricted
Food production	Same as lawn watering under sprinkler systems; Watering by hand or by drip system unrestricted	Same as lawn watering under sprinkler systems; Watering by hand or by drip system unrestricted	Watering by hand, drip system unrestricted
Other landscapes	Same as lawn watering under sprinkler systems; Watering by hand or by drip system unrestricted	Same as lawn watering under sprinkler systems; Watering by hand or by drip system unrestricted	Watering by hand, drip system unrestricted
Non-landscape water usage			
Car washing	Unrestricted with a shut-off nozzle	Not allowed from May to August	Not allowed
Spraying impervious surfaces	Only for essential power washing	Only for essential power washing	Only for essential power washing
Construction dust control	Unrestricted	Unrestricted	Unrestricted
Street sweeping	Unrestricted	Essential sweeping only	Essential sweeping of arterials and collectors
Hydrant flushing and testing	As approved by NWCWD Manager	As approved by NWCWD Manager	As approved by NWCWD Manager
Swimming pools	Unrestricted	Unrestricted if filled before date other restrictions are implemented; no filling of empty pools after restrictions are implemented	Unrestricted if filled before date other restrictions are implemented; no filling of empty pools after restrictions are implemented
Exceptions			

New lawns, sod and seed	Unrestricted	September through April installation only, unrestricted;	No installation or watering
Medical hardship or religious objection	Water on two selected days; no watering on Monday between 10 a.m. and 6 p.m.	Water on one selected day; no watering on Monday between 10 a.m. and 6 p.m.	No watering
Well or raw water			

5.12.2 Commercial Drought Policy: The District hereby establishes that in the event of a drought, as may be determined by the Board pursuant to this policy (the “Drought”), the District may flow control commercial users to their actual purchased water allocations under any applicable water service or other water delivery agreement between the District and the customer (the “Water Restrictions”).

5.12.2.1 Declaration of Drought: The Board shall have the authority to declare the stage of Drought and the duration during which the Water Restrictions shall apply. In order to determine whether a Drought exists the Board will make a water supply declaration on or before May 1st of each year. Determination of water supply will be guided by the proposed water supply formula:

<i>Ratio = (Carryover Supply + Projected WY Supply * 0.95) / (Normalized ATP Demand * 1.10 + RFO)</i>	
Where	Carryover Supply = stored water from previous water year Projected WY Supply = expected yield on CBT plus native rights for current water year 0.95 = safety factor on supply Normalized ATP Demand = expected at-the-plant demand under normal conditions 1.10 = dry year demand multiplier RFO = return flow obligations associated with converted native supplies

The Board will declare the water supply as either Adequate or Drought, for a water supply ratio equal to or less than 1.

5.12.2.1 Under Allocated Commercial Users: In the event of a Drought, commercial customers who are flow controlled due to under allocation shall be permitted to bring additional water resources to the District in order to continue receiving water service from the District. During a Drought, in addition to any additional water dedications proposed pursuant to the District’s rules and regulations or water dedication policies, commercial users shall be permitted to make use of groundwater sources to supplement supply, or to dedicate owned or leased water to the District, in order to continue receiving service from the District. Any owned or leased water proposed to be dedicated to the District during a Drought must be NPIC or CBT.

ARTICLE 6. WATER TAPS AND METERS

6.1 **DEFINITIONS.** For purposes of this Resolution, the following terms shall have the following meanings:

6.1.1 "Dwelling Unit" means a building or portion thereof used for residential occupancy by a single Family as a Principal Dwelling Unit or an Accessory Dwelling Unit.

6.1.2 "Principal Dwelling Unit" means a Dwelling Unit located on a subdivided lot with one (1) or more rooms and a kitchen and at least one (1) bathroom designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single Family for living, cooking and sanitary purposes. An "Accessory Dwelling Unit" as defined herein is not a "Principal Dwelling Unit."

6.1.3 "Accessory Dwelling Unit" means a second, subordinate Dwelling Unit co-located on the same lot as a Principal Dwelling Unit or on a separate subdivided lot adjacent to the lot upon which the Principal Dwelling Unit is located which is for the purpose of accommodating a second Family that lives separately from the Family residing in the Principal Dwelling Unit. An "Accessory Dwelling Unit" is intended for occupancy by a second Family that contains a segregated living space that provides for cooking, sanitation and sleeping that is separate from and accessory and subordinate to the Principal Dwelling Unit.

6.1.4 "Family" means any number of persons who are all related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship, and who live together as a single housekeeping unit and share common living, sleeping, cooking, and eating facilities.

6.2 **SEPARATE WATER TAP REQUIRED.** A separate water tap shall be required for each Principal Dwelling Unit and a separate water tap shall be required for each Accessory Dwelling Unit regardless of whether or not they are located on the same or different subdivided lots and regardless of whether or not under the same ownership. Except as otherwise provided in the District's Rules and Regulations with respect to multi-unit dwellings, in no event may a single water tap serve more than a single Dwelling Unit regardless of whether the Dwelling Unit is a single Principal Dwelling Unit or a single Accessory Dwelling Unit.

6.2.1 **Exceptions to Prohibition.** Notwithstanding anything in the Resolution or the District's Rules and Regulations to the contrary, a single District water tap may serve more than one Dwelling Unit under the following circumstances:

6.2.1.1 **Manufactured Structure Located on Property Due to Medical Hardship.** If a manufactured structure (eg. mobile home) is placed on a property, a single District water tap utilized by an existing Dwelling Unit may be used to deliver water to such manufactured structure under the following

circumstances:

6.2.1.1 A Weld or Larimer County permit is in effect allowing such manufactured structure on the property temporarily due to medical hardship; and

6.2.1.2 A deed restriction is recorded in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate, indicating that, upon transfer of ownership of the subject property from the current owner to a new owner, the property will be subject to the District's Rules and Regulations in effect at that time, which currently prohibit a single water tap from serving more than one Dwelling Unit unless an exception is available, requested, and granted by the District. To the extent the District's Rules and Regulations in effect at the time the subject property is transferred prohibit a single water tap from serving more than one Dwelling Unit and no exception is granted by the District, the new owner shall be required to utilize the existing tap to deliver water to the existing Dwelling Unit only and to discontinue delivering water to the manufactured structure from the tap utilized by the existing Dwelling Unit.

6.2.1.1 Existing Structures Utilizing a Single Water Tap to Serve More Than One Dwelling Unit as of July 9, 2018. A Dwelling Unit already utilizing a single water tap to serve more than one Dwelling Unit as of July 9, 2018, may continue such use for as long as such tap remains active, regardless of change of ownership, provided the historical purpose of the use (e.g., domestic, agricultural, industrial, etc.) is not altered or expanded, and the amount of use is not enlarged, from the original use authorized by the District. Upon a tap authorized by the foregoing exception becoming inactive, the foregoing exception is no longer available, and any future owner seeking to activate such tap will only be permitted to utilize the tap as a compound tap if such use is permissible under the District's rules, regulations, and policies then in effect, or if the District grants an exception permitting such use. The exception set forth in this paragraph 3.B does not apply to the use authorized under paragraph 3.A above.

6.3 CRITERIA FOR TAPS SALE:

6.3.1 General. The District's policy is to allow those persons or property owners currently in need of water taps and plant investments from the District to be able to purchase the necessary water taps and plant investments at the time they are needed, but not sooner. The District does not intend to reserve or pre-sell water taps and plant investments. Therefore, the District hereby establishes that in order to be eligible to purchase a tap and plant investment from the District the following criteria must be met:

- 6.3.1.1 The property to be served by the water tap and plant investment is subject to a current “Water Service Agreement”;
- 6.3.1.1 All requirements of the Water Service Agreement with respect to the property to be served by the water tap have been completed and accepted by the District;
- 6.3.1.1 All water required to dedicated to the District has been dedicated and accepted by the District;
- 6.3.1.1 The person or property owner seeking a water tap and plant investment must own the deed to the property to be served by the water tap and plant investment; and
- 6.3.1.1 The person or property owner seeking the water tap and plant investment must be concurrently seeking a building permit from the appropriate jurisdiction.
- 6.3.1.1 The District will allow for development review for water tap applications for single lot/single meter properties within the District on a case by case, first come first serve, basis and provide a letter of intent and potential water service to approved applications that have followed the development process and criteria, and have meet all District policy and criteria requirements, including but not limited to line extensions or other offsite improvements with restrictions as identified in the letter of intent .

6.3.2 Limitation on Tap Sales: In furtherance of the District’s need to preserve the health, safety, and welfare of its and its customers, and to ensure that the District’s water system has sufficient capacity to meet the demands of its customers, the District’s Policy is to control the number of water tap and plant investments it sells in each year.

- 6.3.2.1 The District shall allow the sale of water taps and plant investments that are committed under water service agreements in effect as of the date of adoption of this Policy, or under water service agreements entered into with developers or property owners who have already dedicated water to the District pursuant to any water dedication agreements in effect as of the date of adoption of this Policy.
- 6.3.2.1 The District will limit the review of all water tap applications for single lot/single meter letters of intent to no more than twenty-five (25) per fiscal quarter. A water tap application waiting list will be generated by staff and available.
- 6.3.2.1 The District Manager, in consultation with District Staff and consultants, shall be responsible for monitoring the sale of taps and the District’s water system capacity in order to ensure that the sale of taps will not have an adverse impact on the District’s water system or its customers.

6.3.2.1 The District Manager shall report to the Board at each regular meeting of the Board the total number of water taps and plant investments sold during the previous month, and the total number of water taps and plant investments sold year to date.

6.3.3 **Variance:** Any person or property owner seeking a variance from this policy shall make such request in writing establishing the basis for the request, and such request shall be presented to the Board at its next regular meeting for consideration. Only the Board shall have the authority to approve a variance.

6.4 **WATER METER LOCATION REQUIREMENTS:** All new water meters issued for any new water service, and all water meters proposed to be relocated for existing service, must be located within the legal description to be served by such meter. Notwithstanding the foregoing, to the extent the District determines, in its sole discretion that it is not possible or practical to locate a water meter on the legal description to be served, the District Manager may waive the requirements of this Policy and allow a new water meter or relocated water meter to be installed outside the legal description served. To the extent the District permits a water meter to be located outside the legal description served, the owner shall be required to secure an easement in favor of the District in order to allow the District to maintain such water meter and appurtenances.

6.5 **COMPOUND TAPS:**

6.5.1 Generally: The District hereby establishes a policy to permit the purchase of a ½ tap for service on a property if a full tap has already been purchased and is in service on the same property.

6.5.2 Deed Restriction: A deed restriction (the “Deed Restriction”) shall be recorded in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate, indicating that upon subdivision of the subject property and sale of the subdivided property, the owner of the property served by the ½ tap shall be required to comply with any then current rules and regulations of the District, including but not limited to purchasing a full tap to serve such property. A copy of the Deed Restriction shall be provided to the District prior to the District providing service to the property to the ½ tap.

6.6 **TAP FEE REFUND POLICY:** The District imposes certain fees and charges related to water taps and meters including the Meter Installation Fee, Raw Water Fee, Plant Investment Fee, and Distance Fee (collectively the “Tap Fee”). From time to time a Tap Fee is paid, but a meter is not set, and a property owner may wish to relinquish the associated meter and receive a refund for the Tap Fee. Under such circumstances, upon written request from the applicant, the District will refund Tap Fees as follows:

6.6.1 If a meter has not been set within one year from the date of payment of the Tap Fee, and the applicant requests in writing to relinquish the meter, the District will refund the applicant 98% of the Tap Fee paid by the applicant.

- 6.6.2** If the meter remains unset for one year or longer from the date of payment of the Tap Fee, and the applicant requests in writing to relinquish the meter, the District will refund the applicant 90% of the Tap Fee paid by the applicant.

6.7 WELL RELEASE PERMIT POLICY

6.7.1 Well Release Permit Policy:

6.7.1.1 Generally: The District hereby establishes a policy to deny requests for well release permits to applicants if water service is available from the District unless the line extension cost to obtain water from the District is equal to or greater than two times the amount of the applicable Plant Investment Fee and Raw Water Fee combined. Notwithstanding, the Board of the District may grant a well release permits if the applicant can show extenuating circumstances. All requests for well release permits should be made in writing.

6.7.1.1 Application Process: The property owner requesting a well release permit shall bear the burden of determining the costs to obtain water service from the District, subject to review by the District. In determining the cost to obtain water service from the District, the District may consider the actual water line extension costs, including construction costs (materials and labor), engineering design, easement acquisition, permits, traffic control, storm discharge permits, etc. All applicants shall follow the direction of the District Manager which shall generally follow the “Well Release Application Process” as set forth in Attachment 1.

6.7.1.1 Application Fee: All well release applications shall be accompanied by a non-refundable application fee of \$500 (“Application Fee”) and a refundable deposit of \$1,000 (“Deposit”). In the event the well release permit is not granted, the Application Fee and Deposit shall be credited to the applicant for development review or reimbursed to the applicant pursuant to Resolution No. 20201214-04 Adopting a Development Review Cost Reimbursement Policy, as may be amended from time to time.

6.7.2 Agricultural Well Release Policy

6.7.2.1 Generally: Customers requesting water service from the District, where a water tap is not already in place, may request an agricultural well release permit from the District in order to supplement water provided by the District tap for agricultural purposes in lieu of purchasing additional water or plant investment allocations. All requests for agricultural well release permits should be made in writing, and shall follow all development review policies of the District, as directed by the District Manager.

6.7.2.1 Excess Water Usage Review: In the event a customer obtains a well release permit for agricultural purposes to supplement water provided by the District tap in lieu of purchasing additional water or plant investment allocations, and the customer's year to date water demand exceeds either allotments to such customer, water and plant investment surcharge billing will not be available to the customer and the customer will be required to dedicate additional water allocations and/or purchase additional plant investment allocations from the District. The District may review the customer's account to determine usage above the allocation amount at any time, but no less than once per year. In the event the customer's usage exceeds the allocation amount, the customer will be required to dedicate water allocation and/or purchase plant investment allocation within three months of receipt of usage notice from the District. In the event additional water dedication is required, the District shall conduct a hydraulic and capacity analysis to determine whether existing waterlines are sufficient to meet excess water demands. If the District determines the existing waterlines are not adequate, the customer will be required to undertake waterline or other necessary infrastructure upgrades pursuant to development review process of the District. In the District's discretion, mechanical flow restrictions may be installed.

6.7.2.1 No Water Surcharge Billing: In addition to the required water allocation dedication and/or plant investment allocation purchase required above, the customer will be subject to a penalty fee for water or plant investment usage above the respective allotment, to be established by the Board, and as may be amended from time to time. Such customers shall be excluded from any water surcharge billing policy of the District, and will not be eligible to pay water surcharge for excess water usage.

6.7.3 Well Release Application Process: The procedure for establishing the cost of receiving water service from the District shall generally include the following:

6.7.3.1 Letter of Intent approved by Board and recorded with County, pursuant to Resolution No. 20200908-02 Adopting a Policy Regarding Approving Development Documents and Agreements, as may be amended from time to time – *if required by the District Manager.*

6.7.3.1 Applicant shall be responsible for designing the necessary waterline extension by a licensed engineer (the "Engineer").

6.7.3.1 The District will provide the Engineer the details the District's hydraulic analysis to start the process.

6.7.3.1 The Engineer shall design the waterline extension plans (the "Plan(s)") in accordance with applicable design criteria of the District, as may be amended from time to time.

6.7.3.1 Plans shall be submitted to the District for review and comment.

6.7.3.1 The District will review Plan submittals and provide comments to the Applicant and Engineer until all outstanding items have been resolved in a manner satisfactory to the District.

6.7.3.1 Upon Plan approval, the Applicant shall seek a contractor bid on the water line extension Plans.

6.7.3.1 Applicant shall submit the bid to the District for review and comment to confirm cost to receive water service from the District.

6.7.3.1 If the cost to receive water service from the District is equal to or greater than two times the amount of the applicable Plant Investment Fee and Raw Water Fee combined then the well release application, the District Manager may approve the application, and the will be presented to the Board for ratification.

6.8 If a customer contests the accuracy of a meter the District, in the presence of the customer, will remove the meter and test it on an approved testing device. If the meter is within five percent (5%) accuracy, plus or minus, the customer pays for time involved in the test. If the meter needs replacing due to inaccuracies exceeding five percent (5%), it shall be replaced at the expense of the District.

6.9 If the meter is inaccessible to the meter reader due to dogs, debris, snow and/or ice, untrimmed shrubs or trees, vehicles or any other objects or things which prevent immediate access to the meter, the water service bill will be estimated, based on prior usage, until such time as, in the opinion of the District, the meter is accessible.

6.10 If a meter becomes inaccessible to the meter reader, due to new fences, building additions or any form of landscaping, the District shall have the right to require the customer to pay the actual costs involved to move the meter to a location that will be accessible.

ARTICLE 7. RATES, FEES, AND CHARGES

7.1 ESTABLISHMENT OF CUSTOMER RATE CLASSES. The District established a water rate structure base on the principle that all users pay their equitable share of water system costs. To establish equities in water rate uses, the Customer classes are defined as:

- a) Residential
 - i) Residence
 - ii) Standard – Full
 - iii) Standard – ½
 - iv) Standard – ¾
 - v) Billable Usage
 - vi) Landscape
- b) Commercial
 - i) Commercial – Industrial
 - ii) Fire Meters
- c) Municipal and Flow Control
 - i) Municipal
 - ii) Maintained – 4002
 - iii) Maintained – 1119
- d) Non-Potable
 - i) Non-Potable

7.2 ESTABLISHMENT OF RATES, FEES, AND CHARGES. Rates, fees and charges for the various categories and classifications of customers by the District shall be established by the Board and set forth in Appendix A and incorporated herein, as may be amended from time to time. The failure of a Property Owner or Developer to pay such fees, rates, tolls penalties or charges creates a perpetual lien on the benefitted property and the District has a statutory right to foreclose on that lien. The District exercises such power for the overall benefit of the District and reserves the right to exercise its discretion on a case-by-case basis in determining whether to claim a lien and foreclose it. Fees, service charges, miscellaneous fees and other applicable fees, rates, tolls, penalties or charges shall be in the amounts stated in the Schedule of Fees and Charges and any fee resolution adopted by the Board. The Board may increase or decrease the fees, rates, tolls, penalties or charges

set forth in the Fee Schedule at any time pursuant to Colorado law by adoption of a resolution setting forth the same which, upon adoption, unless otherwise provided, shall be deemed to have replaced in its entirety the Schedule of Fees and Charges without further action of the Board to formally amend the Rules and Regulations. Following efforts to collect overdue payments of any fee, rate, toll, penalty or charge assessed by the District under these Rules and Regulations and/or Colorado law, the District may certify any unpaid fees to the County Treasurer for collection in the same manner as those for taxes pursuant to the provisions of §32-1-1101(1)(e), C.R.S. Alternatively, the District may elect to initiate foreclosure proceedings as allowed by § 32-1-1001(1)(j), C.R.S., as amended. The District shall, in each such case, be entitled to assess all legal fees, costs of collection and a foreclosure penalty against the subject property in an amount set forth in the Schedule of Fees and Charges, which penalty shall be payable in full upon assessment and shall be included in the lien then being foreclosed. Payment of said foreclosure penalty and any and all other fees outstanding against the subject property shall be a precondition to the resumption of District services.

7.3 RESIDENTIAL PLANT INVESTMENTS. All residential customers seeking to purchase a residential potable water tap from the District to pay the full rate of Plant Investment Fee established by the District, (as may be amended from time to time), regardless of whether the customer is purchasing a ½, ¾ or full tap from the District. Residential customers purchasing potable water tap from the District shall pay ½ of the full Plant Investment Fee, respectively if the development outside irrigation system is served by a District approved non-potable dual system.

7.4 OVERUSE SURCHARGE. In order to reduce demand on the District's water distribution system and to deter water over use by residential and commercial, the District may impose overuse surcharges as set forth herein or in the Schedule of Fees and Charges:

7.4.1 Residential Overuse Surcharge: Any residential customer with a Residential Meter that exceeds their individual water tap usage allotment amount by three (3) acre-feet or more shall be required to pay an enhanced surcharge in the amount of \$22.00 per thousand gallons, or as otherwise may be set forth on the District's Fee Schedule, as may be amended from time to time.

In general, a Residential Meter is classified as a water tap with an allocation of less than four (4) acre-feet of water.

7.4.2 Commercial Overuse Surcharge: Any customer with a Commercial Meter that exceeds their "Calculated Maximum Annual Volume" (defined below) shall be required to pay an enhanced surcharge in the amount of \$22.00 per thousand gallons, or as otherwise may be set forth on the District's Fee Schedule, as may be amended from time to time.

Calculated Maximum Annual Volume is calculated as the five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%).

In general, a Commercial Meter is classified as a water tap with an allocation of more than four (4) acre-feet of water.

- 7.5 LEAKS.** The District will reimburse the full amount of usage and surcharge fees that are assessed due to the resulting high usage from a leak. Customers seeking reimbursement for fees assessed due to a leak shall notify the District as soon as possible regarding a leak and provide evidence of a legitimate leak, along with any supplemental paperwork. Reimbursements shall be made at the end of each water year.
- 7.6 COLLECTION OF DELINQUENT FEES.** The procedures for the collection of any outstanding fee, rate, toll, penalty, and charge shall be pursuant to the District's then-current Collections Resolution attached hereto as Appendix B, as may be amended from time to time. In the event the District's Collections Resolution is no longer in effect or is otherwise deemed invalid, the procedures for the collection shall be in accordance with Colorado law.
- 7.7 JOINT LIABILITY.** The District shall have the right to charge any Customer, including both the occupant and owner, who is delinquent in payment of any rate, toll, fee, charge or penalty, all legal, court and other costs necessary or incidental to the collection of such account, including attorneys' fees, and such costs of collection shall be secured by a perpetual lien until paid. The occupant and owner of the Licensed Premises shall be equally liable for any rate, toll, fee, charge or penalty of the District. Any agreements entered into between Customers, property owners, or other Persons with regard to responsibility for payment of rates, tolls, fees, charges and penalties of the District shall be of no force and effect upon the District, and the District may collect its rates, tolls, fees, charges and penalties from any Person responsible hereunder for payment.
- 7.8 UNDERGROUND FACILITY DAMAGE FINE POLICY:** The District hereby imposes a fine against the owner of any property ("Owner") who damages, or whose excavators damages, in any manner the District's underground facilities, including but not limited to water lines, pumps, taps, meters, and other associated appurtenances (the "Underground Facilities"). The fine shall be in the amount of the cost to repair damages to the Underground Facilities, plus any costs of collection of such fine incurred by the District pursuant to Section 32-1-1001(1)(j)(I), C.R.S. Such fine, until paid, shall constitute a perpetual lien against the Owner. Any fines imposed by this Policy may be collected by the District subject to any then current collections policy of the District.

ARTICLE 8. CONSTRUCTION AND EXTENSION OF IMPROVEMENTS

8.1 Improvements constructed and/or extended by a Developer shall be designed, constructed and conveyed to the District in accordance with the provisions set forth herein. For purposes of this Policy, “Developer” shall mean developers, builders, property owners, residents, users, customers or parties other than the District. Improvements accepted by the District shall be operated and maintained by the District pursuant to this Policy.

8.2 **Construction Standards.** The Developer agrees to design, construct, and complete the improvements to be conveyed to the District in substantial conformance with the design standards and specifications established and in use by the District, the Colorado Department of Public Health and Environment (CDPHE), and Weld and/or Larimer County, as appropriate, and as approved by the District’s Manager, Engineer or Operator. All fees and costs associated with the design, engineering, construction, inspection and acceptance of the improvements shall be the responsibility of the Developer and shall not be the responsibility of the District. The District will use its operations personnel to provide observation and review during construction and conduct field reviews and generate written punch lists of any deficiencies found. All District personnel or assigned agents shall have access to the construction site and constructed activity at all times.

8.2.1 **Review of Construction Plans, Construction Activity, and Field Review/Punch List.** The District will perform a field review of all improvements to verify that facilities were installed in accordance with the approved construction plans. The construction plans will be submitted for review and approval by the District with signatures of the District Manager and/or District Engineer on the cover sheet. The District will only sign paper copies of the construction plans and will retain one (1) signed hard copy and one (1) electronic copy of the plans for the District. The Developer shall submit additional construction sets for signatures as necessary for obtaining permits from other agencies, contractor use, file copies, record drawings, etc. Contractors shall have a set of signed construction plans on site during construction. The plan review will consist of at least one full review of the construction plans with comments to be addressed and resubmittal of the revised plans for review. Additional revisions and resubmittals may be required due to issues from external sources and/or unresolved issues with the District that may occur. The construction review will consist of at least one (1) field review at the end of construction and testing plus random field observations during construction and the frequency of those observations determined by the District. The Developer shall reimburse the District for all fees and costs associated with plan reviews, construction observation, field reviews, punch lists, etc.

8.3 **Application for Initial Acceptance of Improvements.** Upon completion of the improvements (or portion thereof which, in the reasonable opinion of the District based upon advice from its engineers and legal counsel, constitutes a discrete subsystem or component of a larger improvement or structure that may be separately acquired), the Developer shall submit the following materials in form and substance reasonably satisfactory to the District:

- 8.3.1 A description of the improvements to be accepted by the District.
 - 8.3.2 Copies of all lien waivers from suppliers and subcontractors providing materials and/or performing services related to the improvements. In lieu thereof, the Developer may provide an affidavit to the District (in form and substance acceptable to the District) stating that all providers of materials and service providers have been paid in full and indemnifying the District for any claims made pursuant thereto.
 - 8.3.3 Evidence that any and all real property interests necessary to permit the District's use and occupancy of the improvements have been granted, or, if permitted solely in the discretion of the District, assurance acceptable to the District that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement.
 - 8.3.4 A complete set of electronic and 24" by 36" mylar reproducible "as-built" drawings of the improvements which are certified by a professional engineer registered in the State of Colorado showing accurate size and location of all improvements. Such drawings shall be in form and content reasonably acceptable to the District. To the extent such improvements are being dedicated to other governmental entities, said drawings shall not be required until such time as the improvements are finally accepted by the governmental entity. Where improvements are being acquired as discrete subsystems or components, this requirement may be satisfied upon final completion of the improvements of which the subsystem or component is a part.
 - 8.3.5 A form Bill of Sale or other instrument of conveyance (in form and substance acceptable to the District in its reasonable discretion) by which the improvements (or component part or subsystem) are conveyed to the District.
 - 8.3.6 Assignment of any and all warranties with respect to the improvements or any components thereof.
 - 8.3.7 Any and all operation and maintenance manuals for the improvements and any components thereof.
 - 8.3.8 Information and documents required pursuant to this Policy.
 - 8.3.9 Such additional information as the District may reasonably require.
- 8.4 District Review, Certification Procedures and Initial Acceptance Letter.** Following receipt of the materials described in Section II, hereof, the District's Engineer or other appropriate design professional shall inspect the improvements for compliance with applicable design and construction standards and shall issue an Engineer's Certification in form and substance reasonably acceptable to the District stating that the improvements are fit for their intended purpose and that they (or their individual components and/or subsystems, if applicable) were constructed using the appropriate and required quantities.
- 2248.000 In the event the District's Engineer or other appropriate design professional reasonably

determines that corrective work must be completed before the Engineer's Certificate can be issued, the Developer shall promptly be given written notice thereof and an opportunity to dispute and/or complete such corrective work. Upon completion of any and all corrective work to the District Engineer's full and complete satisfaction, the Engineer's Certificate shall thereafter be issued. Subject to the receipt of a satisfactory Engineer's Certificate and satisfaction of any other conditions reasonably required by the District, the District will evidence its intention to accept the improvements by issuing a "Conditional Acceptance Letter." The Conditional Acceptance Letter may contain any additional conditions or qualifications deemed reasonably necessary and fit for the District's acceptance of the improvements.

8.5 Conveyance of Improvements. Upon receipt of the Conditional Acceptance Letter, the Developer shall convey the improvements to the District. The improvements shall not be deemed accepted by the District until all requirements set forth in this Policy have been met to the District's full and complete satisfaction. Until such time, the Developer shall be and shall remain responsible and liable for the improvements in all respects.

8.5.1 Bill of Sale. At no cost to the District, the Developer shall convey the improvements to the District by means of a bill of sale in a form acceptable to the District.

8.5.2 Property Interests.

8.5.2.1 Easement. Concurrent with the conveyance of a bill of sale for the improvements, and unless otherwise required to be provided by the District by fee simple absolute pursuant to Section IV(B)(ii) below, at no cost to the District, the Developer shall grant to the District a permanent, exclusive easement for the property on which or in which the improvements lie. Such easement shall be a minimum of thirty feet (30') in width and shall be in a form acceptable to the District.

8.5.2.1 The Developer shall use its best efforts to obtain the easements required herein from all Property Owners. For purposes of this Policy, "Property Owners" shall mean all owners of real property, customers, users, residents, leaseholders and other recipients of District services. If, after use of its best efforts, the Developer is unable to secure the required easements, the Developer may request that the District obtain the required easements in accordance with the provisions of Section VI, below; however, any and all costs associated with the District's work to obtain such easements shall be paid by the Developer and the Developer shall remit to the District funds sufficient to allow the District to obtain the easements prior to any work commencing. If at any time prior to the District's receipt of the required easements the funds on deposit are depleted, the District's Manager shall request additional funds from the Developer prior to work resuming. Any remaining funds on deposit with the District after the easements have been obtained shall be

refunded to the Developer in full.

8.5.2.1 Fee Simple Absolute. In lieu of an easement pursuant to Section IV(B)(i) above, and at no cost to the District, the District may require and the Developer may grant to the District title to the property on which or in which the improvements lie in fee simple absolute by means of a general warranty deed, which grant shall be free and clear of all liens and encumbrances on the property. If, after use of its best efforts, the Developer is unable to secure the required fee simple absolute interest, the Developer may request that the District obtain the required property interest in accordance with the provisions of Section VI, below; however, any and all costs associated with the District's work to obtain such property interest shall be paid by the Developer and the Developer shall remit to the District funds sufficient to allow the District to obtain the property interest prior to any work commencing. If at any time prior to the District's receipt of the required property interest the funds on deposit are depleted, the District's Manager shall request additional funds from the Developer prior to work resuming. Any remaining funds on deposit with the District after the property interests have been obtained shall be refunded to the Developer in full.

8.5.2.1 Dedications by Plat. In the event the Developer desires to dedicate an easement or ownership interest to, for, on, over, through or under any tract or parcel to the District by plat, the District shall be a signatory on the plat or shall provide a separate letter of acceptance for the tract or parcel. In no event shall the Developer unilaterally dedicate or transfer an easement or ownership interest to, for, on, over, through or under any tract or parcel to the District by plat.

8.5.2.1 Ingress and Egress to Improvements. At no cost to the District, the Developer shall convey any necessary licenses or easements, whichever the District shall require in its sole discretion, to permit ingress and egress by the District and its agents to the area.

8.5.2.1 Title Insurance Policy. The Developer agrees to provide the District with a title commitment for the area being conveyed to the District. At the District's election, the Developer shall provide the District, at the Developer's sole cost and expense, a title insurance policy in the District's name to insure the District from any defects in title.

8.5.2.1 Warranty Agreement and Warranty Bond. The Developer shall enter into a warranty agreement with the District and shall provide a warranty bond for the warranty period (both in form and substance acceptable to the District in its reasonable discretion). The Developer shall guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the improvements will be of good quality and new, unless otherwise required or permitted by the District. The

Developer shall further warrant that the improvements will conform to all requirements of the Policy and the applicable building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the improvements. All materials are subject to the satisfaction and acceptance of the District.

The Developer shall further warrant all of the work and the workmanship, equipment and materials for a period of two (2) years from the date of completion and acceptance of the improvements by the District. The Developer will immediately correct or replace any work that is defective or not conforming to the Policy at its sole expense to the reasonable satisfaction of the District. The Developer's warranty shall run with the land and shall be enforceable by the District and its successors and assigns against the Developer, its successors and assigns.

The Developer shall promptly notify the District of any work, whether by the Developer, its subcontractors or any third parties, which the Developer believes to be defective or not conforming to this Policy.

The Developer shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with its work. The Developer shall comply with all of the terms and conditions of all permits, licenses and consents

The Developer, at its expense, shall promptly repair or remedy to the satisfaction of the District all damage or loss to any property (including the work, utilities, concrete, asphalt, fixtures, landscaping and any other part of the improvements or the development of which the improvements are a part) caused in whole or in part by the Developer or any subcontractor.

8.6 Final Acceptance of Improvements. At or around twenty-two (22) months, but no more than two (2) years, after the Conditional Acceptance Letter, the District Engineer or other appropriate design professional shall inspect the improvements for compliance with applicable design and construction standards and shall issue an Engineer's Certification in form and substance reasonably acceptable to the District stating that the improvements are fit for their intended purpose and that they (or their individual components and/or subsystems, if applicable) were constructed using the appropriate and required quantities. In the event the District Engineer or other appropriate design professional reasonably determines that corrective work must be completed before the Engineer's Certificate can be issued, the Developer shall promptly be given written notice thereof and an opportunity to dispute and/or complete such corrective work. Upon completion of any and all corrective work to the District Engineer's full and complete satisfaction, the Engineer's Certificate shall thereafter be issued. Subject to the receipt of a satisfactory Engineer's Certificate and satisfaction of any other conditions reasonably required by the District, the District shall evidence its intention to finally accept the improvements by issuing a "Certificate of Final Acceptance" at which point the District will become fully responsible for

the ongoing operation and maintenance of the Improvements.

- 8.7 Property Interests Sought by District/Condemnation.** The District shall negotiate the procurement of property interests with Property Owners in good faith. Unless otherwise determined to be necessary by the District's Engineer or Operator, all easement areas shall be a minimum of thirty feet (30') in width. After negotiating in good faith with the Property Owner, in the event negotiations for property interests have failed, the District may elect to proceed with condemnation proceedings for the desired property interest in accordance with Colorado law.
- 8.8 Temporary Construction Easements.** The District shall negotiate the procurement of temporary construction easements (also known as rights of entry) with Property Owners in good faith. Unless otherwise determined to be necessary by the District's Engineer or Operator, all temporary construction easement areas shall be fifty feet (50') in width. The procurement of temporary construction easements shall be conducted in the same manner as established for the procurement of easements, as set forth above.
- 8.9 Geographic Information System ("GIS") Data.** In conjunction with the conveyance of all improvements and property interests set forth in this Policy, the Developer shall provide the District with GIS layers and data in electronic format for the location of all improvements, specifically including, but not limited to, meters, meter boxes, valves, curb stops, taps, buildings, ponds, tanks and service lines, as well as GIS layers and data for associated property interests.
- 8.10 Cost Sharing for Extensions or Oversizing.** Where improvements are extended or oversized such that additional future services are further extended, expected from the extension or otherwise benefitted from the oversizing of the improvements, then the initial Developer installing the extension or oversized improvements may request that the District require a reimbursement agreement with future Developers in order to potentially recover partial funding costs from the benefitting parties. The reimbursement agreement will specify the terms and the basis for reimbursement and will not require the District to track funds for any period greater than ten (10) years from the date of the reimbursement agreement. In order to request a reimbursement, the Developer, at the completion of the initial extension, shall file a statement of verified costs for the improvements with the District which must be reviewed and approved by the District. Reimbursements to the Developer from future Developers are not assignable to others and shall be limited to the Developer who provided the initial deposit for the improvements.

ARTICLE 9. DESIGN CRITERIA

- 9.1 GENERAL.** Water distribution systems shall comply with the requirements of these Rules and Regulations for water main and service line construction, as established by the Board and set forth in Appendix C and incorporated herein, as may be amended from time to time.

ARTICLE 10. WATER DEDICATION

10.1 Water Dedication Requirements

10.1.1 Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

10.1.1.1 Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

10.1.1.1 Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

10.1.1.1 Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board.

10.1.2 Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

10.1.2.1 Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred

percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash- in-lieu payment to the District in lieu of making a raw water dedication, which cash- in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one- hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

10.1.2.1 Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

10.1.3 **Developers/Owners subject to Paragraph 10.1.1. Requirements May Opt-in to Paragraph 10.1.2 Requirements.** Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph 10.1.1, above, may opt to be subject to the requirements set forth in paragraph 10.1.2 by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

10.2 General Requirements for all Water Rights Dedications

10.2.1 Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board.

10.2.2 Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

- 10.2.3** Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.
- 10.2.4** Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.

ARTICLE 11. TEMPORARY SERVICE

- 11.1** Temporary use of fire hydrants for water service without consent shall not be permitted.
- 11.2** Temporary water use from fire hydrants, if allowed by the District shall be metered through the use of a meter furnished by the District and shall be under the control of the District at all times unless other arrangements are authorized by the District.
- 11.3** Anyone connecting any pipe, tube, stopcock, or other contrivance with any District water main, service pipe or other medium supplying water to any building or property without the knowledge or consent of the District is in violation of CRS Section 18-4-506 Second degree criminal tampering and CRS Section 18-4-506.5 Tampering with a utility meter penalty.

**ARTICLE 12. BACKFLOW PREVENTION AND CROSS-CONNECTION
CONTROL REGULATIONS**

12.1 GENERAL. Cross-connections of any type that may permit a backflow of water from a supply other than that of the District into the District's potable water system, are strictly prohibited. All connections to the District's water distribution systems shall comply with the requirements of these Rules and Regulations backflow prevention and cross-control regulations, as established by the Board and set forth in Appendix D and incorporated herein, as may be amended from time to time.

APPENDIX A
FEE SCHEDULE

SCHEDULE OF FEES AND CHARGES

Adopted and Approved
December 9, 2024
Effective January 1, 2025

RAW WATER FEE \$ 73,500.00

PLANT INVESTMENT FEE \$ 21,900.00

The Plant Investment Fee is a one-time contribution per single-family equivalent unit (the “EQR”) required of new Property Owners (or existing Property Owners requesting a change of use) to be used for capital investment in regional facilities and capital investment in transmission facilities. Regional and transmission facilities shall include, but are not limited to, transmission and distribution water pipelines and appurtenances, water treatment facility, water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system.

Fees for the following tap sizes will be calculated at the stated equivalent unit values multiplied by the Plant Investment Fee amount stated above:

¾” Size	1 EQR
1” Size	2 EQR
1½” Size	16 EQR
2” Size	20 EQR
Larger than 2” Size	As Determined by District

DISTANCE FEE AKA MILEAGE CHARGE \$500.00 per mile with minimum charge of \$1,500.00

The Distance Fee is calculated along County roads starting at the main tank site which is located at Highway 257 and Highway 14. This is for the line extension.

METER INSTALLATION FEE WITHOUT EXISTING CURB STOP Current Cost to District

METER INSTALLATION FEE WITH EXISTING CURB STOP \$ 2,400.00

SUBDIVISION SPECIFIC FEES

Soaring Eagle Ranch Line Extension Fee	\$ 750.00
Saddler PUD Non-Potable Tap Fee	\$ 5,000.00
Wildwing Non-Potable Tap Fee	\$ 3,000.00

The Raw Water Fees, Plant Investment Fees, Distance Fees, Meter Installation Fees Without Existing Curb Stop, Meter Installation Fee with Existing Curb Stop and Subdivision Specific Fees shall all be due and owing prior to the issuance of any building permit or the installation of a water meter, whichever occurs first.

MONTHLY POTABLE WATER SERVICE CHARGES

Base Rate (0 - 6,000 gals.)	\$ 29.94 flat rate
6,001 + gallons	\$ 4.99 per 1,000 gals.

MONTHLY NON-POTABLE WATER SERVICE CHARGES

1,000 + gallons	\$ 1.50 per 1,000 gals.
-----------------	-------------------------

<u>ALLOCATION SURCHARGE</u>	\$ 6.50 per 1,000 gals.
-----------------------------	-------------------------

Allocation surcharge is assessed when an account's year to date usage exceeds the water allocation amount, which equals the water class (as shown on the monthly bill) x 70% of one acre foot.

<u>Residential Meter Overuse Surcharge</u>	\$ 22.00 per 1,000 gals.
--	--------------------------

Any customer with a residential water tap that exceeds their water usage allotment amount by three (3) acre-feet shall be required to pay an enhanced surcharge. In general, a residential water tap is classified as a water tap with an allocation under four (4) acre-feet of water.

<u>COMMERCIAL METER OVERUSE Surcharge</u>	\$ 22.00 per 1,000 gals.
---	--------------------------

A Commercial Meter that exceeds the Calculated Maximum Annual Volume calculated as the five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%), shall be required to pay an enhanced surcharge. A Commercial meter is classified as a water tap with an allocation of or more than four (4) acre-feet of water

NOTE: Allocation Surcharge fees cannot be used to purchase additional water allocations.

<u>PLANT INVESTMENT SURCHARGE</u>	\$ 4.50 per 1,000 gals.
-----------------------------------	-------------------------

Plant Investment Surcharge is assessed when an account's year to date usage exceeds the plant investment allocation, which equals the plant investment class (as shown on the monthly bill) x 70% of one acre foot.

NOTE: Plant Investment Surcharge fees cannot be used to purchase additional Plant Investments.

The Monthly Potable Water Service Charges, Monthly Non-Potable Water Service Charges, Allocation Surcharge and Plant Investment Surcharge are due and owing by the fifteenth (15th) day of the month following the month in which billed.

COMMITMENT LETTER FEE

\$ 100 Per Tap

For all Lots which an “intent to provide service” is denoted in a commitment letter to provide water services. Payment of the Commitment Letter Fee is due and owing at the time of application for water services.

WATER SERVICE APPLICATION REVIEW FEE

\$40.00 Per Lot

For multiple Lots in the same water service application, the maximum fee is \$800.00. Payment of the Water Service Application Review Fee is due and owing at the time of application for water services.

DEVELOPMENT REVIEW COST REIMBURSEMENT

Pursuant to Resolution No.

20201214-04 Adopting a Development Review Cost Reimbursement Policy, as may be amended from time to time.

REVIEW AND INSPECTION FEES

Current Cost to District

For subcontractor costs, inspection, flushing, and testing of waterlines, backflow prevention devices, and appurtenances. Payment of the Review and Inspection Fees is due and owing prior to commencement of construction.

SUPPLEMENTAL FEE

Cost to District for acquisition of easements. Payment of the Supplemental Fee is due and owing at time of Water Service Agreement Reimbursement for costs, fees and expenses for acquisition of easements.

SHUT OFF FEES

\$	10.00 First Occurrence
\$	25.00 Second Occurrence
\$	50.00 Third and Subsequent Occurrences

Shut Off Fees are due upon cancellation and shall be paid, in full, prior to Turn On of water services.

MISCELLANEOUS FEES:

CONSTRUCTION WATER FEE

\$ 22.00 per 1,000 gals.

All construction water must be metered using a District provided meter and backflow assembly.

WHOLESALE ACCOUNT PEAK HOUR OVERUSE SURCHARGE

\$ 1.06 per 1,000gals

BPCCC TESTING PENALTY

\$ 100.00/occurrence

Failure to comply with this deadline will result in a \$100.00 penalty, and the District will schedule a tester to perform the annual test and certification at your cost.

CONSTRUCTION METER FEES

Meter Rental Deposit

\$ 1,100.00 (refundable)

Weekly Fee

\$ 25.00 per week

FILL STATION FEE

Fill Station Rental Deposit \$ 1,100.00 (refundable)

The Meter Rental Deposit and Fill Station Deposit are due and owing at time of rental and may be refundable.

The Construction Water Fee and Weekly Fee are due and owing within 30 days of the issuance of the bill.

TRANSFER PAYMENT \$ 25.00/occurrence

The Transfer Payment is due and owing upon transfer of account from one responsible party and/or account holder to another.

PENALTY FEES / FINES:

INSTALLATION OF ANY NON-METERED DEVICE \$ 2,000.00/occurrence

UNAUTHORIZED TAMPERING WITH DISTRICT SYSTEMS OR METERS \$2,000.00/incident

Plus actual cost of damage, expense and loss.

Installation of any device (i.e., “jumper”) to allow for circumvention of the District’s monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee.

UNAUTHORIZED CONNECTION FEE \$ 500.00/day until corrected

Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

REPAIR OF BROKEN OR DAMAGED WATER METERS, METER PITS AND CURB STOP BOXES

100%¹ Plus any management and attorneys’ fees and costs incurred for collections.

All Penalty Fees and/or Fines are due and owing within 30 days of receipt of the notice of fee or fine. Such Penalty Fees and/or Fines shall, until paid, constitute a lien upon the subject property, pursuant to Section 32-1-1001, C.R.S.

PAYMENTS: Payment for each fee shall be made payable to North Weld County Water District and sent to the following address for receipt by the due date, as identified herein:

North Weld County Water District
P.O. Box 56
Lucerne, Colorado 80646

¹ A) If a Property Owner damages or breaks their water meter, the Property Owner shall pay 100% of the associated costs for the repair and/or replacement of the water meters, meter pits and curb stop boxes.

B) The District will notify the Property Owner of the broken or damaged water meters, meter pits and curb stop boxes and the costs of repair and/or replacement. A copy of the invoice for the work will be included with the notice. The Property Owner will reimburse the costs to the District within thirty (30) days of receipt of the notice.

C) If reimbursement is not received by the District within thirty (30) days of the notice, interest fees may be added.

APPENDIX B
COLLECTIONS RESOLUTION

Resolution No. 20201214-07

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
NORTH WELD COUNTY WATER DISTRICT**

**ESTABLISHING GUIDELINES FOR THE PROCESSING AND COLLECTION OF
DELINQUENT FEES AND CHARGES**

WHEREAS, North Weld County Water District (the is (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the “**Fees**”) to properties within and without (each property individually referred to herein as the “**Property**”) the District’s boundaries; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, by this Resolution (the “**Resolution**”), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Fees imposed by the District, together with any and all Late Fees, Interest, Penalties and Costs of Collections (each defined separately in this Resolution), (collectively, the “**Delinquent Fees and Charges**”); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way.

NOW, THEREFORE, the Board hereby RESOLVES:

1. **Statement of Lien Guidelines:**

a. **Perpetual Lien.** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All Liens contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and to provide additional notice to interested parties, including, but

not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***District's Manager Procedures.*** The District's Manager, Accountant or Billing Agent (any of which are referred to herein as the "**Manager**") is responsible for collecting Fees imposed by the District against the Property. The District reads meters on a monthly basis and bills are mailed prior to the last day of each month with payment being due by the fifteenth (15th) of the following month (the "**Due Date**"). In the event payment of Fees is delinquent, the Manager may perform the procedures listed below. The Fees are considered delinquent when they have not been paid by their corresponding due date (the "**Delinquent Account**"):

i. *Sixty (60) Calendar Days Past Due:* A delinquent payment letter may be sent to the address of the last known owner of the Property and the occupant, if applicable, according to the Manager's records (the "**Delinquent Notice**"). In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Delinquent Notice to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the County Assessor's Office (the "**Assessor**") for the County in which the Property is located (collectively, the "**Property Address**"). Said Delinquent Notice may: (1) request prompt payment; (2) notify the Property owner that a Delinquent Notice Fee, and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District's webpage where this Resolution is displayed, if available and requested by the Board.

ii. *Thirty (30) Calendar Days from the Postmark Date of the Delinquent Notice.* A notice is sent to the last known owner of the Property and the occupant, if applicable, stating that water may be shut off to the Property if payment in full is not provided within twelve (12) calendar days (the "**Subject to Shut Office Notice**").

iii. *One (1) Business Day Prior to Shut Off.* The District Manager may contact the owner of the Property and the occupant, if applicable, by phone, that payment in full on the Delinquent Account must be received or water service will be discontinued the following day. This provision only applies if the Manager has valid phone numbers for the owner or occupant.

iv. *Twelve (12) Calendar Days from the Postmark Date of the Subject to Shut Off Notice.* Water service to the Property may be shut off. Upon shut off of the water service, the applicable Turn Off Fee will be assessed to the Property. Should the owner or occupant request the water service be turned on (after all outstanding Delinquent Fees and Charges are paid in full), the water service may be restored. Once the total amount of Delinquent Fees and Charges owing on the Property has exceeded \$150.00, regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

v. *Certification of Fees.* General Counsel may, pursuant to §32-1-1101(1)(e), C.R.S. certify delinquent Fees and Charges to the Treasurer to be collected.

c. **General Counsel Procedures.** Upon referral of a Delinquent Account from the Manager, General Counsel may perform the following:

i. *Upon Referral of the Delinquent Account From the Manager:* A “Demand Letter” may be sent to the Property Address and to the owner of the Property, if such owner has an additional mailing address, providing notification that the Property has been referred to General Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.

ii. *No Sooner than Thirty (30) Calendar Days from the Postmark Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account, and to the owner of the Property if such owner has an additional mailing address, providing notification that a statement of lien will be recorded with the clerk and recorder of the County where the Property is located (the “**Clerk and Recorder**”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than Ten (10) Calendar Days from the Postmark Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder where the Property is located no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Fees and Charges will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

d. **Foreclosure or Bankruptcy.** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. Further, when a Delinquent Account has a balance of \$1,500.00 or greater, General Counsel is authorized to commence foreclosure action against the Property. The District may, at its option, forward a copy of the foreclosure warning letter to any and all deed of trust holders and/or counsel for any and all deed of trust holders of record.

2. **Late Fees:**

a. Late Fees may be assessed on the Property for failure to make timely payments of Fees. Late Fees may be applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees may be assessed on the Property **Fifteen (15) calendar days from the payment Due Date**. Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:

i. One Late Fee of Fifteen Dollars (\$15.00) may be assessed on the Property per each assessment or installment of Fees not fully paid prior to the Fifteenth (15th) calendar day following the payment Due Date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15th) calendar day following the payment Due Date, and each month thereafter, may be charged on unpaid Fees until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees.

c. Partial payment of any outstanding Delinquent Fees and Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal Fees and Costs; (5) the earliest imposed and unpaid Fees; (6) any successive unpaid Fees in chronological order from the earliest unpaid Fees to the most recently imposed Fees.

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and Delinquent Fees and Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees due and owing the District.

3. **Interest:** Interest charges may accrue on all delinquent Fees at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. §29-1-1102, C.R.S.

4. **Penalties:** May be charged on Delinquent Accounts at a rate not more than One Percent (1%) per month or fraction thereof. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collection.

5. **Costs of Collections:**

a. Include, but are not limited to, attorneys' fees and all costs, fees and charges associated with the processing and/or collection of Delinquent Fees and Charges, including the following fixed rates and hourly fees and costs:

i. *Action Fees.* The following fixed rate fees are charged to a Delinquent Account once the corresponding action has been taken by either the Manager or General Counsel:

- ◆ *Delinquent Notice Fee:* Ten Dollars (\$10.00) per Delinquent Notice. This action is typically performed by the Manager.

- ◆ *Subject to Shut Office Notice Fee:* Ten Dollars (\$10.00) per Subject to Shut Off Notice sent. This action is typically performed by the Manager.
- ◆ *Return Check Fee:* Twenty Dollars (\$20.00) per returned payment.
- ◆ *Attorney Transfer Fee:* Thirty Dollars (\$30.00) per Delinquent Account transferred from the Manager to General Counsel. This action is performed by the Manager.
- ◆ *Demand Letter Fee:* One Hundred Fifty Dollars (\$150.00) per Demand Letter sent. This action is performed by General Counsel.
- ◆ *Follow up Demand Letter Fee:* Fifty Dollars (\$50.00) per Follow up Demand Letter sent. This action is performed by General Counsel.
- ◆ *Notice of Intent to File a Statement of Lien Fee:* One Hundred Twenty Dollars (\$120.00) per Notice of Intent to File a Statement of Lien sent. This action is performed by General Counsel.
- ◆ *Lien Recording Fee:* One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.
- ◆ *Payment Plan Fee:* Two Hundred Fifty Dollars (\$250.00) per Payment Plan prepared. This action is performed by General Counsel.
- ◆ *Default Letter Fee:* Seventy Dollars (\$70.00) per Default Letter prepared. This action is performed by General Counsel.
- ◆ *Monitoring Bankruptcy Fee:* One Hundred Dollars (\$100.00) for monitoring Chapter 7 bankruptcies. Three Hundred and Fifty Dollars (\$350.00) for monitoring Chapter 13 or Chapter 11 bankruptcies. These actions are performed by General Counsel.
- ◆ *Monitoring Public Trustee Foreclosure Fee:* Two Hundred Dollars (\$200.00) per Public Trustee Foreclosure action monitored. This action is performed by General Counsel.
- ◆ *Attorney Reminder Letter Fee:* One Hundred Dollars (\$100.00) per Reminder Letter. This action is performed by General Counsel.
- ◆ *Certificate of Status Fee:* One Hundred Dollars (\$100.00) per Status Letter prepared. This action is performed by General Counsel.

- ◆ *Foreclosure Warning Letter Fee:* One Hundred Dollars (\$100.00) per Foreclosure Warning Letter prepared. This action is performed by General Counsel.
- ◆ *Lien Release Fee:* One Hundred Fifty Dollars (\$150.00) per lien that is released. This action is performed by General Counsel. It is recommended that the Lien Release Fee be charged to the Delinquent Account at the same time as the Lien Recording Fee.
- ◆ *Shut Off Fee:* Ten Dollars (\$10.00) for the first Shut Off Fee; Twenty-Five Dollars (\$25.00) for the second Shut Off Fee; Fifty Dollars (\$50.00) for the third and subsequent Shut Off Fees.
- ◆ *Account Certification:* Legal fees and the Manager's fees for certifying accounts, as described herein, shall be at the hourly rates then established. All costs associated with the certification shall be passed through to the Property.

ii. *Account Certification Costs.* In accordance with §32-1-1101(e), C.R.S., the Treasurer is authorized to charge a just and reasonable amount for certification and collection of a Delinquent Account on the District's behalf (the "**Treasurer's Collection Fee**"). The District may charge a Certification Fee in an amount equal to the anticipated Treasurer's Collection Fee to be charged to a Delinquent Account before such account has been certified. The Certification Fee may be charged to a Delinquent Account after all District collection fees and hourly attorney fees as set forth herein have been charged to the account, and before certification of the Delinquent Account to the Treasurer.

iii. *Attorney Hourly Fees and Costs.* Upon transfer of a Delinquent Account to General Counsel, all hourly attorneys' fees and costs, including, but not limited to, litigation and expert witness fees and costs, litigation guarantees, service of process and/or publications incurred by the District to collect or defend the Delinquent Fees and Charges are assessed to the Delinquent Account and become part of the perpetual Lien on the Property. All such hourly attorneys' fees and costs shall be reasonable.

iv. *Recovery of Costs of Collections.* In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

6. **Waiver of Late Fees, Interest and Costs of Collections:**

a. The Manager and General Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if either the Manager or General Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of Delinquent Fees and Charges. Notwithstanding the foregoing, neither the Manager nor General Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceeds One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and

Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor General Counsel is authorized to waive any portion of the Fees or Costs of Collections. Should the Property owner desire a waiver of such Fees and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the Board, Manager, or General Counsel, whether related to the Property in question or other properties within the District.

7. **Payment Plans:** The Manager and General Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or General Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

8. **Certification of Account to County Treasurer.** Pursuant to §32-1-101(1)(e), C.R.S., the Board may elect to certify any Delinquent Fees and Charges satisfying the criteria established therein to the County Treasurer for collection with the District's *ad valorem* property taxes. The certification process may be in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and County Policy.

9. **Acceleration and Decelerations of Fees:** The District reserves the right to accelerate and call due an entire unpaid annual Fee on any delinquent account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.

10. **Ratification of Past Actions:** All acts, omissions, waivers and/or payment plans heretofore undertaken by the Manager or General Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

11. **Additional Actions:** The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

12. **Deviations:** The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

13. **Supersedes Prior Resolutions:** This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of Delinquent Fees

and Charges, including the Prior Policy. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

14. **Severability:** If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. **Savings Provision:** The failure to comply with the procedures set forth herein shall not affect the status of the Delinquent Fees and Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the Delinquent Fees and Charges.

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED AND APPROVED THIS 14th DAY OF DECEMBER, 2020.

NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: Gene Stille
Gene Stille (Dec 21, 2020 12:51 MST)

Officer of the District

Attest:

By: Scott R Cockcroft
Scott R Cockcroft (Dec 29, 2020 14:47 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

James D. Ankele

Special Counsel to the District

Signature page to Resolution Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges

APPENDIX C
DESIGN CRITERIA

RESOLUTION NO. 20210809-03

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
NORTH WELD COUNTY WATER DISTRICT**

AMENDING DESIGN CRITERIA

WHEREAS, on February 8, 2021, North Weld County Water District (the “District”) adopted the *North Weld County Water District Design and Construction Review Standards* (the “Design Criteria and Standards”); and

WHEREAS, as Part 1 of the Design Criteria and Standards, the District adopted the “Design Criteria” to present the minimum design and technical criteria for the analysis and design of potable water distribution system for which District acceptance is required; and

WHEREAS, the District explicitly reserves the right to amend the Design Criteria in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects and affairs of the District; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is necessary and in the best interest of the District to amend the Design Criteria to clarify the construction plan review process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Pursuant to the findings set forth above, the Board hereby amends Section 1.05.E of the Design Criteria by deleting the word “or” from Section 1.05.E. of the Design Criteria as follows (underlined text to be added, ~~stricken~~ text to be deleted):

- e. No construction shall be undertaken without a NWCWD-accepted and signed set of Construction Drawings, and a recorded Final Plat, ~~or~~ required potable and non-potable water easements, and appropriate WSAs.


2. The entire Design Criteria, as amended by this Resolution, is attached hereto and incorporated herein as **Exhibit A**.

3. This Resolution and the amendment to the Policy shall be effective immediately. Except as specifically amended hereby, all the terms and provisions of the Policy shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].


APPROVED AND ADOPTED THIS 9TH DAY OF AUGUST, 2021.

NORTH WELD COUNTY WATER DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado



President

ATTEST:



Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



Special Counsel to the District

Signature page to Resolution Amending Design Criteria

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

DESIGN CRITERIA

POTABLE WATER DISTRIBUTION SYSTEM DESIGN CRITERIA

TABLE OF CONTENTS

SECTION 1 - GENERAL REQUIREMENTS	5
1.01. SCOPE	5
1.02. DEFINITIONS AND ABBREVIATIONS	5
1.03. MINIMUM STANDARDS	10
1.04. RELATIONSHIP TO OTHER STANDARDS	10
1.05. REVIEW AND ACCEPTANCE	10
SECTION 2 - SUBMITTAL REQUIREMENTS	12
2.01. GENERAL	12
2.02. PRELIMINARY CONSTRUCTION PLAN REQUIREMENTS	13
2.03. FINAL CONSTRUCTION PLAN REQUIREMENTS	14
2.04. FINAL PLAT AND REPLAT REQUIREMENTS	17
2.05. LANDSCAPE PLANS REQUIREMENTS	17
2.06. EASEMENTS	17
2.07. HYDRAULIC REPORT – POTABLE WATER	19
2.08. AS-CONSTRUCTED RECORD DRAWING REQUIREMENTS	25
2.09. REIMBURSEMENT FOR MAIN DESIGN AND INSTALLATION COSTS	26
SECTION 3 - POTABLE WATER DISTRIBUTION SYSTEM DESIGN CRITERIA	27
3.01. GENERAL	27
3.02. DEFINITIONS	27
3.03. DESIGN FLOW	28
3.04. PRESSURE REQUIREMENTS	30
3.05. HYDRAULIC DESIGN	31
3.06. POTABLE WATER MAIN SIZE	32
3.07. DEPTH OF BURY	32
3.08. CONNECTIONS TO THE EXISTING POTABLE WATER SYSTEM	32
3.09. LOCATION AND LOOPING OF POTABLE WATER MAINS	32
3.10. POTABLE WATER SYSTEM PHASED INSTALLATION AND STUBOUTS	34
3.11. PIPE MATERIAL	34
3.12. VALVES	35
3.13. CURVED PIPE ALIGNMENT	36
3.14. THRUST RESTRAINT	37
3.15. POTABLE WATER MAIN AND SERVICE ENCASEMENTS	38
3.16. POTABLE WATER SERVICES AND FIRE SPRINKLER LINES	39
3.17. POTABLE WATER MAINS AND SERVICES IN RELATION TO OTHER UTILITIES	40
3.18. FIRE PROTECTION AND HYDRANT SPACING	41
3.19. CROSS CONNECTION AND BACKFLOW PREVENTION	42

SECTION 1 - GENERAL REQUIREMENTS

1.01. SCOPE

- A. The purpose of the *Design Criteria* (Criteria) is to present the minimum design and technical criteria for the analysis and design of potable water distribution system for which North Weld County Water District (NWCWD) acceptance is required. The Criteria are Part 1 of the Design Criteria and Standards (DCS) which also include the Standard Specifications (Part 2) and the Standard Details (Part 3).
- B. The Criteria may be amended as new technology is developed or a need for revision is demonstrated and proven through experience and use. The Design Engineer shall be responsible for compliance with these Criteria as well as other applicable design and construction standards and specifications established and in use by CDPHE and Weld and/or Larimer Counties, as appropriate, in the preparation of engineering reports, Construction Drawings, and specifications for NWCWD review and acceptance.

1.02. DEFINITIONS AND ABBREVIATIONS

- A. Wherever the following words, phrases, and abbreviations appear in these Criteria, they shall have the following meanings:

Table 1-1: Definitions and Abbreviations

Acronym or Abbreviation	Definition
ac	acre
ac-ft	acre-feet
ANSI	American National Standards Institute
APPROVED PLAN	The latest revised Construction Drawing(s) accepted by NWCWD
APWA	American Public Works Association
AS-CONSTRUCTED DRAWINGS	Drawings reflecting actual conditions and information for the project after construction is completed
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWWA	American Water Works Association

Acronym or Abbreviation	Definition
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
cfs	cubic feet per second, i.e., ft ³ /s
CONSTRUCTION DRAWINGS	Engineered working drawings including plan, profile, and detail sheets of proposed development and utility improvements accepted by NWCWD.
CONTRACTOR	The individual, firm, partnership, corporation, or combination thereof, private, municipal, or public, including joint ventures, which, as an independent contractor, has entered into a contract with the Developer/Owner.
CRITERIA	Design Criteria, Part 1 of the DCS
DCS	NWCWD's Design Criteria and Standards, including the Design Criteria (Part 1), Standard Specifications (Part 2), and Standard Details (Part 3), i.e., this document
DESIGN ENGINEER	The partnership, corporation, or individual who is registered as a Professional Engineer, according to Colorado statutes, who is hired by the Developer/Owner to conduct engineering design services and may be empowered by the Developer/Owner to act as his agent for the project.
DEVELOPER	The owner, corporation, association, partnership, agency, or individual who or which shall participate in development, has entered into a development agreement with NWCWD and has entered into an agreement with the Design Engineer and Contractor to perform the development work.
DEVELOPMENT	Any construction or activity which changes the basic characteristic or use of land on which construction or activity occurs, including but not limited to, any non-natural change to improved or unimproved real estate, substantial improvements to buildings or other structures, installation of utilities, mining, dredging, filling, grading, paving, extraction, or drilling operations.

Acronym or Abbreviation	Definition
DEVELOPMENT CODE	A section of the Municipal/County Code prepared by the Town/County in which the development is occurring which sets forth requirements and standards for land development, land use, and the Subdivision Regulations.
DIP	Ductile iron pipe
DISTRICT	North Weld County Water District
Domestic water use	Refers to all household and corresponding lot irrigation for single family and applicable multifamily residential potable water use. It shall also refer to all potable water use, including potable irrigation, for commercial and industrial uses.
EASEMENT	Shall mean a right granted by the property owner permitting a designated part or interest of the property to be used by others for specific use or purpose.
EPA	Environmental Protection Agency
fps	feet per second
ft ²	square feet
ft/s	feet per second
FIRE FLOW, FF	Shall be inclusive of fire hydrant and fire sprinkler flow, as required by the governing fire protection agency. Residential, commercial, or industrial developments requiring fire sprinkler systems shall have fire sprinkler demands, in addition to hydrant fire flows, placed in the hydraulic water model at appropriate node locations.
GEOTECHNICAL ENGINEER	A partnership, corporation, or individual who is registered as a Professional Engineer, according to Colorado statutes, proficient in the area of soil mechanics, and who is hired by the Developer/Owner to conduct subsurface soils investigations and evaluations, ground water assessments, and other related engineering services.
gpcd	gallons per capita per day

Acronym or Abbreviation	Definition
gpd	gallons per day
gpm	gallons per minute
HP	horsepower
INSPECTOR	Representative of NWCWD designated to conduct construction/field observation.
LAND SURVEYOR	A registered Professional Land Surveyor, according to State of Colorado statutes, who is hired by the Developer/Owner to determine the boundaries and elevations of land and/or structures and other related surveying services.
MAY	A permissive condition. Where the word "may" is used, no requirement for design or application is intended.
MDD	Maximum Day Demand
NEC	National Electric Code
NWCWD	North Weld County Water District
OSHA	Occupational Safety and Health Administration
OWNER	Any person having title or right of ownership in the surface estate of real property or leasehold interest within.
PHD	Peak Hour Demand
PLANS	See CONSTRUCTION DRAWINGS
PLC	Programmable Logic Controller
PROFESSIONAL ENGINEER	An engineer registered with the State of Colorado according to State of Colorado statutes.
PROFESSIONAL LAND SURVEYOR	A land surveyor registered with the State of Colorado according to State of Colorado statutes.
psi	pounds per square inch

Acronym or Abbreviation	Definition
PUD	Planned Unit Development
PVC	Polyvinyl chloride
SHALL	A mandatory condition. Where certain requirements in the design or application are described with the “shall” stipulation, it is mandatory that these requirements be met.
SHOULD	An advisory condition. Where the word “should” is used, it is considered to be advisable usage, but not mandatory. Deviations may be allowed when reasons are given which show that the intent of the standard is met.
SPECIFICATIONS	The Standard Specifications, i.e., Part 2, of the DCS
STANDARDS	The Design Criteria and Standards, i.e., the DCS, inclusive
SUBCONTRACTOR	Any person, firm, or corporation, other than the employees of the Contractor, who enters into a contract with the Contractor, to furnish labor, materials, or labor and materials.
UNCC	Utility Notification Center of Colorado
UTILITY	North Weld County Water District
UTILITIES	Shall mean all utilities, wet and dry, on site prior to the time of any design and development and all utilities proposed with design. Wet utilities shall include, but are not limited to potable water lines, sanitary sewer lines, non-potable irrigation lines, transmission gas lines, storm water lines, underdrains, ditches and other runoff conveyance elements. Dry utilities shall include, but are not limited to electric lines, telephone lines, gas service lines, fiber optic lines, and cable television lines.
VFD	Variable Frequency Drive
WQCD	Water Quality Control Division of CDPHE
WSA	Water Service Agreement

1.03. MINIMUM STANDARDS

- A. NWCWD's review and acceptance will only be to determine if the plans and specifications conform to NWCWD's requirements. NWCWD's review and acceptance will not relieve the Developer, Design Engineer, nor the Contractor from responsibility for any variation from NWCWD requirements or adequate design standards. NWCWD's review and acceptance shall not constitute any assumption of responsibility or liability for the design or construction. It is the intent and purpose of NWCWD's DCS to obtain high quality construction throughout, with the completed work complying with the DCS.

1.04. RELATIONSHIP TO OTHER STANDARDS

- A. Whenever a provision of these Criteria, and any other provision in any law, ordinance, resolution, rule, policy, or regulation of any kind contain any restrictions covering any subject matter within these Criteria, the most restrictive standard shall apply.
- B. The provisions of these Criteria and standards are minimum requirements that do not preclude the use of more restrictive standards by the Design Engineer.
- C. Adherence to these Criteria does not remove the Developer's responsibility to investigate and obtain any other regulatory permits or approvals, from either local, regional, state, or federal agencies, that may be required for a particular project.

1.05. REVIEW AND ACCEPTANCE

- A. All construction plans and specifications submitted to NWCWD for review, comment, and acceptance shall be prepared by, or under the direct supervision of a Professional Engineer. Said Professional Engineer shall be responsible for the design, preparation of the Construction Drawings and reports, determining material specifications, and reviewing the field survey for accuracy.
- B. The construction plan review process for all development as outlined below shall be followed:
 - 1. The preliminary plan set shall be reviewed by NWCWD for general compliance with these Criteria, and NWCWD shall provide comments to the Developer or their agents regarding corrections, additions, and omissions.
 - 2. Upon preliminary acceptance by the governing agency (Town or County), Final Plats and Construction Drawings shall be prepared by the Developer or their agents. Final Plats and Construction Drawings shall be submitted to and reviewed by NWCWD, and NWCWD shall provide comments to the Developer or their agents for corrections, additions, or omissions.
 - 3. After final corrections are made and the plans are accepted, the plans set shall be signed by the District Engineer. The signing of the plans will constitute acceptance.

The acceptance is qualified in that: ***The plans are reviewed and accepted for concept only and the plan acceptance does not imply responsibility by NWCWD for accuracy and correctness. The plans acceptance does not imply that quantities of items indicated on the plans are the final quantities required. The plans acceptance shall not be construed for any reason as acceptance of financial responsibility by NWCWD for additional items not shown that may be required during the planning or engineering phase and the construction phase.***

- C. If the Design Engineer responsible for the plans disagrees with any requested changes to the submitted plans that may be required by NWCWD for acceptance, such disagreement shall be brought to the attention of NWCWD, and if required by NWCWD, in writing.
- D. The Seal of the Design Engineer on plans so corrected and accepted for construction will signify that the Professional Engineer has reviewed, approved, and authorized said corrected plans for construction.
 - 1. Development Documents and Agreements shall be approved by NWCWD Management, the Board of Directors, and/or the District Engineer, subject to the *"Policy Regarding Approving Development Documents and Agreements"* available at www.nwcwd.org.
 - 2. The NWCWD Board of Directors must approve the required WSA.
 - 3. The NWCWD Board of Directors must approve the required Easement Agreement(s).
- E. No construction shall be undertaken without a NWCWD-accepted and signed set of Construction Drawings, a recorded Final Plat, required potable and non-potable water easements, and appropriate WSAs.

SECTION 2 - SUBMITTAL REQUIREMENTS

2.01. GENERAL

- A. Requirements discussed in this section are the minimum for potable water distribution system and are not meant to be all-inclusive. Other requirements may be required for a complete design. The Design Engineer shall consider the maintenance and operational aspects of the potable water distribution and system infrastructure, as well as, constructability in their design.
1. NWCWD shall be contacted at the beginning of the project planning stages to determine if raw water requirements need to be met prior to Construction Drawing acceptance. Contact NWCWD at 970-356-3020 to discuss raw water requirements.
 - a. Refer to NWCWD's current *WATER DEDICATION POLICY* available at www.nwcwd.org.
 2. All Construction Drawings shall be legible and submitted on either:
 - a. 24- by 36-inch sheets; or
 - b. 22- by 34-inch sheets.
 3. A legend describing all line types, symbols, and abbreviations shall be shown either on the cover sheet or each individual sheet.
 4. Each sheet in the Construction Drawings shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" with the date of submittal. This statement will be removed on the final NWCWD-accepted Construction Drawings.
 5. All sheets pertaining to potable water distribution system (including but not limited to the title sheet, utility plan, conduit plan, plan and profile sheets, notes and details sheets, and landscaping plans) shall contain an acceptance block for the District Engineer's acceptance, which shall appear as follows:

<p>CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE NWCWD DESIGN CRITERIA AND STANDARDS AND THE CONSTRUCTION DRAWINGS APPROVED BY NWCWD. NWCWD'S ACCEPTANCE OF CONSTRUCTION DRAWINGS SHALL BE VALID FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF ITS APPROVAL BELOW. NWCWD'S ACCEPTANCE SHALL NOT RELIEVE OWNER OR ITS ENGINEER FROM LIABILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES AND OWNER AND ITS ENGINEERS SHALL HOLD NWCWD HARMLESS FROM SUCH LIABILITY.</p>	
<p>ACCEPTED BY _____</p> <p>(DISTRICT ENGINEER)</p>	<p>_____</p> <p>(DATE)</p>

6. NWCWD-accepted and signed construction plans are required prior to the commencement of construction.

2.02. PRELIMINARY CONSTRUCTION PLAN REQUIREMENTS

A. Preliminary plans shall be submitted to NWCWD for review and acceptance prior to the preparation of final Construction Drawings. Acceptance of the preliminary submittal shall constitute only a conceptual acceptance and shall not be construed as acceptance of specific design details. The preliminary plans set shall include the following:

1. Cover Sheet
 - a. Project name and location.
 - b. A vicinity map specifying the project's geographical location with north arrow and adequate graphic scale and detail to be clear and uncluttered.
 - c. Sheet index.
 - d. Name of Owner and Developer.
 - e. Name of the Design Engineer responsible for the design and preparation of the Construction Drawings and the Land Surveyor responsible for the project survey information.
 - f. Project benchmarks and two horizontal control points to serve as the basis of the project horizontal control.
 - g. General Project notes.
 - h. Any additional information deemed necessary by the Design Engineer or by NWCWD.

2. Utility Plan

- a. A general overview of the entire project including, but not limited to, streets (complete with names), alleys, lot and block numbers, all proposed and existing utilities on and within 100-feet of the project site, all existing and proposed easements, rights-of-way on and adjacent to the project site, and storm water facilities.
- b. The entire project shall be shown on one sheet, unless the project is too large to show sufficient detail. NWCWD acceptance must be granted to show the project on more than one sheet and a key map to aid in drawing orientation and locating the sheet construction in relation to the overall project will be required on each sheet.
- c. Proposed project phasing for utilities and structures.
- d. Proposed point(s) of connection for potable water mains to the existing system. All existing potable and non-potable water lines shall be labeled with the pipe diameter and type of material.
- e. Any other information deemed necessary by the Design Engineer or by NWCWD.

2.03. FINAL CONSTRUCTION PLAN REQUIREMENTS

- A. Final Construction Plans shall contain the same information as indicated in Section 2.02 of these Criteria with the following additional requirements:
 1. After one year from the original acceptance date, NWCWD may require resubmittal of the plans for review and acceptance due to a revision or update to the DCS.
 2. NWCWD-approved easements or a NWCWD-approved Final Plat must be executed before final acceptance of the Construction Drawings.
 3. One set of reproducible mylar or vellum plans shall be submitted to NWCWD for acceptance signatures when all known issues have been addressed to the satisfaction of NWCWD. Once the mylar/vellum plans receive NWCWD signatures, the Developer or their agents shall make copies of the signed mylars/vellums and provide them to NWCWD.
 4. An electronic version, in a format acceptable to NWCWD, of the final Construction Drawings shall be provided to NWCWD after mylar/vellum plan signatures are complete.

5. Potable water main designs shall be provided on separate plan and profile sheets specific to potable water.
6. The Utility Plan shall contain a signature line for all utilities that are impacted or modified by the project. This shall include existing as well as proposed utilities.
7. The Utility Plan shall contain a signature line for all Ditch Companies, or end user(s) if the ditch is not controlled by a Ditch Company, that have their facilities impacted or modified by the project.
8. "Call Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 or dial 811 for utility locates 48 hours prior to any excavation work" shall be put on all drawing sheets.
9. Construction Plan View
 - a. A key map shall be required on each sheet to aid in drawing orientation and locating the sheet construction in relation to the overall project.
 - b. Provide a north arrow and horizontal graphic scale.
 - c. A design horizontal scale of not less than 1" = 50'.
 - d. Provide existing and proposed roads and alleys complete with names.
 - e. Label proposed lot and block numbers.
 - f. Provide existing wet and dry utilities including potable and non-potable water line pipe material, diameter, and sanitary sewer manhole inverts and pipe diameter.
 - g. Show and label proposed and existing easements, rights-of-way, and property lines.
 - h. Indicate the proposed method of connection to existing potable water distribution system.
 - i. Show all proposed and existing potable water, sanitary sewer, and non-potable irrigation services.
 - j. Provide linear stationing along the potable water mains.
 - k. Provide match lines indicating references to adjacent sheet(s) of design.
10. Construction Profile View
 - a. Provide the design vertical scale of not less than 1" = 10'.

- b. Show all existing and proposed utility crossings. Existing utility crossing locations and elevations shall be obtained from the current project design field survey. Existing utilities shall be potholed as required to perform complete and accurate design prior to construction plan acceptance. Field obtained elevations shall be provided on the Construction Drawings complete with when the field information was gathered, the exact location where it was collected, the firm that performed the potholing and surveying, and the date the survey was conducted.
- c. Provide the diameter, type of pipe material, length of pipe between all fittings for proposed and existing potable water lines.
- d. Provide stationing for all potable and non-potable mainline appurtenances including but not limited to top of pipe elevations on proposed fittings, valves, and points of vertical deflection.
- e. Provide match lines indicating references to adjacent sheet(s) of design.
- f. Any other information deemed necessary by the Design Engineer or NWCWD.

11. Standard Details

- a. Include all project-applicable NWCWD Standard Details as part of the construction plans set. Standard Details are provided as Part 3 of the DCS.
- b. All NWCWD Standard Details shall contain the NWCWD logo in the bottom left corner.
 - (1) If any NWCWD Standard Detail is modified, the NWCWD logo shall be removed from the detail.
- c. Limit the number of Standard Details on each Construction Drawing to no more than eight to maintain clarity.
- d. Where Standard Details are not applicable to the work, provide project-specific construction details. These shall include construction details of critical connections, atypical crossings, special fittings and appurtenances, and any other details deemed necessary by the Design Engineer or by NWCWD.

12. Requirements for Changes to Final Accepted Plans

- a. Should circumstances warrant changes from the Approved Plans, acceptance of the changes shall be obtained from NWCWD.

b. All modified Construction Drawings shall be on sheets of the size(s) described in Paragraph 2.01.A.2.

(1) Depending on the extent of the changes, NWCWD will decide if revised mylars/vellums are required or if paper copies are sufficient.

2.04. FINAL PLAT AND REPLAT REQUIREMENTS

A. Final Plats shall adhere to the requirements set forth by the governing agency, i.e., Town or County.

B. The following requirements shall also apply:

1. Clearly show, label, and dimension newly dedicated and existing potable water easements.

2. All platted lots shall be adjacent to a public potable water distribution system. No potable water services shall cross lot lines.

a. See NWCWD's current *Water Meter Location Policy* at www.nwcwd.org.

C. For all replats where lot lines or street locations change, all existing potable water, services, fire hydrants, fire sprinkler lines, etc. shall be relocated to their appropriate location or abandoned. Potable water distribution system designs in this re-platted area must conform to the current version of the DCS.

2.05. LANDSCAPE PLANS REQUIREMENTS

A. No plant material with mature growth greater than 3-feet in height shall be planted within potable waterline easements.

B. No shrubs shall be planted within 5-feet or trees within 10-feet of potable and non-potable water meters, fire hydrants, or potable water and non-potable irrigation mains and services.

C. Clearly show and label all proposed and existing potable water and non-potable irrigation meter pits/vaults, water mains and services, sanitary sewer mains and services, fire hydrants, and easements on the landscape plans.

D. Show and label all proposed water taps that will be used for landscape irrigation.

E. Add Paragraphs 2.05.A and 2.05.B of these Criteria as notes on the landscape plans.

2.06. EASEMENTS

A. If within a platted subdivision, the potable water main installation shall be within a dedicated right-of-way.

- B. If outside of a platted subdivision, the potable water main installation shall be made within a dedicated easement.
1. The conditions for allowance of an exception shall be determined for each individual case.
 2. The minimum easement width acceptable to NWCWD is as follows:
 - a. For a dedicated potable water or non-potable irrigation water main easement containing just one water main, the width shall be a minimum of 30-feet or twice the depth to the bottom of the pipe, whichever is greater. The easement name, which shall be "WATER LINE EASEMENT" and the easement width shall be labeled on the Construction Drawings and Final Plat.
 - b. Combined easement widths are required to be wider than the widths previously stated if other water mains are to be included in the easement or if any line depth requires additional width to be able to safely excavate around the pipe without the use of a trench box. Combined easements shall be named with the type of the water mains included within the easement. The easement name and width shall be labeled on the Construction Drawings and Final Plat. Appropriate naming and width for combined easements shall be determined by NWCWD on a case by case basis.
- C. The water mains within the easement shall be located a minimum of 10-feet from the edge of the easement to the centerline of the water main, or equal to the depth to the bottom of the pipe, whichever is greater.
- D. There shall be no detention ponds, berms greater than 3-feet, permanent structures, fences, trees, shrubs with mature height greater than 3-feet, or other obstructions that will impede the ability of NWCWD to adequately maintain and service the water main(s) located within the easement.
- E. Easements not dedicated with a Final Plat, shall be dedicated by separate document and recorded prior to NWCWD acceptance of the Final Plat and/or Construction Drawings. Easement dedication by separate document shall include:
1. Easement Dedication Form
 - a. A NWCWD Easement Agreement, i.e., the standard form that will be provided by NWCWD and any changes must be approved by NWCWD in advance of execution, shall be completed and executed by the Developer. If a non-standard Easement Agreement is required and a non-standard easement dedication form is needed, NWCWD will provide a revised form

for the non-standard situation. The completed Easement Agreement must be signed by the property Owner and notarized.

(1) A statement of authority may be required if the property owner is an entity pursuant to the provisions of 38-30-172, C.R.S.

- b. NWCWD's Board of Directors shall execute final review and approval of all proposed easements at its regularly-scheduled meetings.
- c. Standard Easement Dedication Forms may be downloaded from NWCWD's website.

2. Legal Description

- a. Subject to NWCWD review and approval, a Legal Description of the dedicated easement boundary shall be prepared by a Professional Land Surveyor.

3. Exhibit Map

- a. An Exhibit Map (8½- by 14-inch) depicting the Legal Description with sufficient description information to establish the legal boundary of the easement shall be provided. The Exhibit Map shall show and label all property lines and public rights-of-way. NWCWD may request additional information, not listed here, for the Exhibit Map.

4. Funds for Recording

- a. The Developer shall provide cash or a check made out to the **WELD COUNTY CLERK AND RECORDER** for the easement recording fees. NWCWD shall provide the recording fee sum once all easement documents are finalized. ***NWCWD does not provide the funds for recording easement documents.***

- 5. Once the easement dedication documents are accepted by NWCWD and the recording fees have been provided in the appropriate amount, the Easement Agreement is subject to approval by NWCWD's Board of Directors. Following approval, NWCWD shall have the easement documents recorded with Weld County.

2.07. HYDRAULIC REPORT – POTABLE WATER

- A. A hydraulic analysis for the potable water distribution system for a given project shall be submitted by the Design Engineer, as a report, to NWCWD for review and acceptance. The report shall be accepted by NWCWD prior to final Construction Drawing acceptance. The hydraulic analysis report will be reviewed by NWCWD, along with the Construction Drawings, in the same review and acceptance process as outlined in Section 1 of these

Criteria. Projects that move forward to final design without a NWCWD accepted potable water distribution hydraulic analysis report are subject to possible design changes, including but not limited to, pipe re-alignment, upsizing, extensions, and additional stub-outs.

- B. The objective of the hydraulic analysis report is to assist the Design Engineer with designing a project's potable water distribution system to adequately serve peak demands while adhering to the design requirements set forth in these Criteria. For the potable water distribution system, the hydraulic analysis report serves as a tool for demonstrating the necessary number of connection points to the existing system for adequate water line looping, system reliability and required pipe sizing
- C. The written hydraulic report shall include the following information:
 - 1. Title Page
 - a. Report title.
 - b. Project name and location.
 - c. The name, address, and phone number of the Owner, Developer, and Design Engineer that prepared the report.
 - d. Report preparation date.
 - 2. Engineer Certification Sheet
 - a. The report shall be prepared by or under the supervision of a Professional Engineer, licensed to practice in the State of Colorado, possessing adequate experience in the design of potable water distribution systems. The report shall contain a certification sheet with the following statement to be signed and sealed by the Design Engineer:

<p>“I understand NWCWD’s acceptance does not relieve the Design Engineer’s responsibility for errors, omissions, or design deficiencies for which NWCWD is held harmless.”</p>
<p>_____</p> <p>REGISTERED PROFESSIONAL ENGINEER (AFFIX SEAL)</p>

- 3. Table of Contents

4. Project Description and Location
 - a. Clearly state the location of the project. Provide a site vicinity map specifying the project's geographical location and the project area in acres. The project acreage shall be the same as on the project Final Plat.
 - b. Clearly state the land use zoning, estimated number of residential lots or living units, commercial square footages, and the irrigated acreages.
 - c. Indicate if the project will be phased. Elaborate on the anticipated timing for each project phase and the phase's associated building and infrastructure construction.
 - d. For multifamily, commercial, or industrial developments, indicate if potable or non-potable water will be used for landscape irrigation.
 - e. Identify the locations of all potable water connection points to the existing systems.
 - f. Provide the pipe diameter and pipe material for the existing potable and non-potable water lines.
5. References and Appendices
 - a. Provide a page referencing all design criteria, resources, and modeling software used in preparing the hydraulic report.
 - b. Provide appendices as necessary to include modeling result printouts, copies of demand assumption data, and fire flow test results.
6. Potable Water System Report Requirements and Assumptions
 - a. Provide all used equations, demand assumptions, and essential design requirements, parameters, and constraints.
 - b. Indicate the software package(s) and version used for the water system modeling.
 - c. Provide calculations for estimated population, design flows, irrigated acreage, irrigation application rates, peaking factors, and any other necessary design calculations.
 - d. Provide hydrant fire flow and fire sprinkler system flow requirements.
7. Potable Water System Analysis and Modeling
 - a. Modeling Scenarios

- (1) Static
 - (a) The static scenario shall establish the available water pressure for the site with no demands on the system and serves to check that pressure requirements are maintained.
- (2) Maximum Day Demand plus fire flow (MDD plus FF)
 - (a) This scenario shall include maximum day domestic water use demands plus fire flow¹.
- (3) Peak Hour Demand (PHD)
 - (a) This scenario shall include peak hour domestic water use demands.
- (4) Use the more conservative of the two flow scenarios (MDD plus FF versus PHD) for determining the final pipe size.
- (5) Phasing: Water modeling shall be required for the incomplete potable water system as indicated per the planned phasing on the Construction Drawings, in order to demonstrate that the system can meet the criteria for the interim phased condition.
 - (a) The hydraulic report shall verify that a proposed potable water system can provide the required water demands for a given development, at an acceptable pressure, and meet the overall potable water system design requirements set forth in these Criteria. Upsizing water mains within a development as a means to increase water system capacity in lieu of making a connection to another water source, is generally not permitted and will be considered on a case-by-case basis.
 - (b) If the hydraulic water model demonstrates that a larger main is required to serve the phased condition than would be needed for the full build out condition, the Developer is required to install the larger pipe at his expense and is not eligible for pipe oversizing reimbursement from NWCWD when the larger pipe is no longer needed.
- (6) Additional scenarios

¹ *Fire Flow shall be inclusive of fire hydrant and fire sprinkler flow. Residential developments or commercial / industrial uses requiring fire sprinkler systems shall have fire sprinkler demands, in addition to hydrant fire flows, placed in the hydraulic water model at appropriate node locations.*

- (a) NWCWD may require additional scenarios, adjustments to the fire flow placement, reservoir elevations, and existing system connections, revisions to the pipe and node schematic layout, and other model modifications as necessary to verify that the proposed potable water system will meet the design requirements and potable water demands of the development and NWCWD as a whole. At NWCWD's discretion, the existing or future potable water system beyond the limits of the proposed development may require modeling as part of the hydraulic analysis. This analysis will be performed by NWCWD.

b. Modeling Procedure

- (1) Connections to the existing potable water distribution system are typically denoted as reservoirs with the same hydraulic grade elevation. NWCWD shall provide inflow pressure.
- (2) Place estimated domestic water, fire sprinkler, and irrigation tap demands at appropriate node locations within the model as they relate within the project.
- (3) Locate fire flow demands at hydrant locations according to the modeling scenarios in Section 2.07.C.7 of these Criteria. The maximum allowable fire flow provided from any one hydrant shall be 1,500 gpm. If the required fire flow is in excess of 1,500 gpm, the next closest hydrant shall be used until the required fire flow is met.
- (4) Depending on the location of the development, existing potable water system performance and reliability in the area, number of available potable water connections, and surrounding land uses, some of the project's proposed potable water connections may require modeling as a demand point or no connection instead of a water source. NWCWD shall provide additional outflow demands for a development on a case by case basis.

8. Potable Water System Report Results

- a. Provide a schematic layout of the potable water distribution system showing and labeling the reservoir connections, pipe network, and demand nodes as presented and analyzed for each water model scenario.
- b. Provide a Reservoir Report for the static condition. The Reservoir Report shall include the following information:
 - (1) Reservoir Identification Label; and

- (2) Elevation (ft).
- c. Provide Pipe Reports for all modeled scenarios. Pipe Reports shall include the following information:
- (1) Modeled Scenario Title;
 - (2) Pipe Identification Label;
 - (3) Pipe Length (ft);
 - (4) Pipe Diameter (in);
 - (5) Pipe Material;
 - (6) Hazen-Williams Coefficient;
 - (7) Pipe Control Status (open or closed);
 - (8) Pipe Velocity (ft/s);
 - (9) Upstream Calculated Pressure (psi); and
 - (10) Headloss (ft).
- d. Provide Junction/Node Demand Reports for all modeled scenarios. Junction/Node Demand Reports shall include the following information:
- (1) Modeled Scenario Title;
 - (2) Node Identification Label;
 - (3) Node Elevation (ft);
 - (4) Node Demand (gpm);
 - (5) Calculated Hydraulic Grade (ft); and
 - (6) Pressure (psi).
9. Potable Water System Design Conclusions
- a. Discuss hydraulic analysis results for all modeled scenarios.
 - b. Confirm that the pipe velocity and pressure requirements during the most conservative operating condition, as determined in 2.07.C.7, are met per Section 3 of these Criteria.

- c. Discuss any potable water line oversizing required by NWCWD over and above what is necessary for the development's potable water needs.
- d. For phased developments, discuss phased construction of the potable water distribution system and confirm that potable water pipes are sized appropriately to meet the requirement of these Criteria.

2.08. AS-CONSTRUCTED RECORD DRAWING REQUIREMENTS

- A. The Contractor and Design Engineer shall be responsible for recording As-Constructed information on a set of Record Drawings kept at the construction site. A representative of the Developer shall monitor construction to assure that changes in construction (as approved in writing) and other pertinent details, such as horizontal location of fittings and manholes, valves, top of pipe elevations, manhole inverts, service tap locations, pipe sizes, depths, etc. are kept current on the As-Constructed Record Drawings.
- B. Where the construction is phased with a more than 30-day lapse between phases, As-Constructed Record Drawings shall be submitted to NWCWD after each completed phase. The Construction Drawings for all future phases shall also reflect the "As-Constructed" conditions of the previous phases.
- C. At a minimum, the As-Constructed Record Drawings set shall include the following sheets from the original accepted Construction Drawings:
 - 1. Cover Sheet;
 - 2. Utility Plan;
 - 3. All potable water (and non-potable irrigation, if applicable) plan and profile sheets; and
 - 4. All construction details and NWCWD Standard Drawings that were used in the construction of the potable water distribution system and non-potable irrigation.
- D. The As-Constructed Record Drawings shall show the original design information as well as the As-Constructed information. The original design information shall be shown as "lined through". The As-Constructed information shall be located in the same areas as the design information and shall be either "clouded" and/or made with a heavier line weight as the design information for clear differentiation. The month and year of the construction shall also be noted.
- E. As-Constructed Record Drawings shall be submitted to NWCWD prior to issuance of Substantial Completion. The 2-year warranty period for the installed potable water system will begin **after** the Certificate of Conditional Acceptance has been issued by NWCWD. The request for the Conditional Acceptance may be initiated by NWCWD or requested by the Developer, but in all cases is the sole responsibility of the Developer.

- F. NWCWD will compare the As-Constructed Record Drawing information with the approved Construction Drawings and information NWCWD may be aware of during the construction process. Any corrections, additions, or omissions to the As-Constructed Record Drawings shall be provided to the Design Engineer who prepared the As-Constructed Drawings for changes.
- G. The Certificate of Final Acceptance, which occurs at the end of the warranty period, will NOT be granted until the As-Constructed Drawings for the potable water system are accepted by NWCWD.

2.09. REIMBURSEMENT FOR MAIN DESIGN AND INSTALLATION COSTS

- A. NWCWD may require the Developer to install a potable water main larger than is needed to adequately serve the development. Said oversizing shall be agreed upon with Development and incorporated into the WSA for such Development.
- B. If the Developer is required to design and construct off site potable water mains in order to serve the development, the Developer may be eligible for design and construction cost reimbursements from other developments that connect to that main. If the Developer connects to a potable water main constructed by another party or by NWCWD, the Developer may be required to participate in the design and construction costs of those lines. Refer to NWCWD's:
 - 1. *WATERLINE EXTENSION REIMBURSEMENT POLICY*; and
 - 2. *POLICY REGARDING CONSTRUCTION AND EXTENSION OF IMPROVEMENTS*.

SECTION 3 - POTABLE WATER DISTRIBUTION SYSTEM DESIGN CRITERIA

3.01. GENERAL

- A. The purpose of this Section is to provide information for the design and layout of a potable water distribution system. Potable water distribution system design shall be in accordance with NWCWD's *Water System Master Plan*, latest revision, and these Criteria.
- B. This Section is not intended to be inclusive of all situations, and the Design Engineer may be required to use additional engineering judgment to meet the overall design intent for constructability and long-term operations and maintenance. **The DCS typically applies to potable water mains 16-inches in diameter, and smaller.** The District Engineer reserves the right to make final determinations of the system design based on the best interest of NWCWD's system.

3.02. DEFINITIONS

A. Potable Water Distribution Mains

- 1. A potable water distribution main is a water pipe that primarily serves as a delivery conduit to transport potable water from transmission mains directly to individual water services.
- 2. Potable water distribution mains within NWCWD are 4-inches, 6-inches, 8-inches, 12-inches, and 16-inches in diameter.
 - a. Neither 10- nor 14-inch pipe shall be installed in NWCWD's service area.

B. Potable Water Transmission Mains

- 1. A potable water transmission main is a water pipe that primarily serves as a delivery conduit to transport potable water directly to the distribution mains.
- 2. Potable water transmission mains are 16-inches, and larger, in diameter.
 - a. In some cases, pipes smaller than 16-inches may be classified as transmission mains.

C. Potable Water Services

- 1. Potable water services include all piping, fittings, and appurtenances used to convey potable water from the distribution main to the customer.

3.03. DESIGN FLOW

- A. The potable water distribution system shall be designed to transport the most conservative of maximum day demand plus fire flow or peak hour flow.
 - 1. Ensure hydrant fire flow and fire sprinkler system flow requirements are satisfied and are described in the Potable Water System Report, per Section 2.07.C.6.d.
- B. All water demands used in the design of potable water distribution systems are subject to approval by NWCWD.
- C. Design Flow
 - 1. The water demand criteria presented in the following tables are minimum criteria. These criteria are divided into urban and rural categories based on land use and water tap usage classification, respectively. The urban criteria are applicable to subdivisions and planned unit developments (PUDs) that include single family residential, multifamily residential, and commercial/retail land uses. The residential urban criteria are based on the number of units per acre (density), whereas the commercial urban criteria are based on building square footage. The rural criteria are based on the water tap usage classifications indicated on the NWCWD water tap fee schedule, latest revision.
 - 2. NWCWD reserves the right to modify the Criteria, at any time, for the design of specific projects. Potable water demand criteria for uses not provided in the tables below shall be determined during system design. Where applicable, these design flows shall be determined in accordance with fixture unit methods described in AWWA M22 – *SIZING SERVICE LINES AND METERS*.

Table 3-1: Potable Water Design Flow (Urban Residential)

Usage Classification	Units per Acre	Average Day Demand (gpm/unit)	Maximum Day Demand (gpm/unit)	Peak Hour Demand (gpm/unit)
Single Family – Low Density	1 - 5	0.5	0.7	1.9
Single Family – High Density	6 - 10	0.4	0.6	1.7
Multifamily	11 - 20	0.3	0.4	1.1

Notes: Irrigation is included in the residential water demands for Low and High Density Single Family, but not included for Multifamily.

Table 3-2: Potable Water Design Flow (Urban Commercial, per 1,000 Sq. Ft. of Building Space)

Usage Classification	Average Day Demand (gpm)	Maximum Day Demand (gpm)	Peak Hour Demand (gpm)
Office Building or Small Business	0.14	0.21	0.60
Restaurant	0.35	0.53	1.50
Supermarket, Big Box, Dept. Store	0.14	0.21	0.60
Laundry, Dry Cleaning	0.70	1.10	2.90
Service Station (No Car Wash)	0.02	0.04	0.08
Car Wash	1.32	2.00	5.50
Hotel/Motel	0.24	0.36	1.00
Warehouse (Non-industrial)	0.07	0.11	0.30
Irrigation	N/A	N/A	24 gpm/acre

3. Irrigation water is not included in the urban multifamily or commercial water demands. Irrigation demands for urban multifamily and commercial uses shall be determined using a peak hour demand rate of twenty-four gallons per minute per acre (24 gpm/acre) and the estimated irrigated acreage.

Table 3-3: Potable Water Design Flow (Rural)

Usage Classification²	Maximum Day Demand (gpm/tap)	Peak Hour Demand (gpm/tap)³
Full Standard	5.00	7.70
Conservation Blue	5.00	7.70
75% Tap	3.75	5.80
50% Tap	2.50	3.90

Table 3-4: Potable Water Design Flow (Industrial)

Usage Classification	Maximum Day Demand (gpm/tap)	Peak Hour Demand (gpm/tap)
Potable water demands have not been provided for industrial uses. Due to the extreme variation in water consumption amongst the different types of industry, industrial water demands shall be determined during system design when the industrial use is known.		

D. Fire Flows

1. Contact the appropriate fire/rescue authority in writing for the latest adopted fire code and to confirm project fire flow requirements.
2. For design purposes, the maximum allowable fire flow provided from any single hydrant is 1,500 gpm. Fire flow may be obtained from more than one (1) fire hydrant providing the additional hydrants are accessible to any possible fire location and meet the spacing requirements and distances from structures as specified in Section 3.18 of these Criteria and by the appropriate fire/rescue authority.

3.04. PRESSURE REQUIREMENTS

- A. Potable water distribution systems must be designed to provide minimum and maximum system pressures as discussed in the following sections. Water system pressure information for NWCWD's existing system may only be obtained from NWCWD.
1. The potable water distribution system in all areas shall be designed for a maximum pressure of 145-psi and a minimum pressure of 45-psi for normal conditions.

² Refer to current NWCWD tap fee schedule

³ 1.54 times the Maximum Day Demand

2. 20-psi residual pressure is required at any one hydrant with **maximum day plus fire flow demands**.
3. Pressure zones shall conform to existing NWCWD's pressure zones as provided in the *Water System Master Plan*, latest revision. Specific information on the pressure zones or to confirm which pressure zone a development or site is actually located may only be obtained from NWCWD.
4. Pressure regulating valves (PRV) will be required between pressure zones. The PRV location shall be determined by NWCWD.

3.05. HYDRAULIC DESIGN

A. Friction Coefficient

1. Potable distribution mains shall be designed using a Hazen-Williams friction coefficient "C" equal to:
 - a. 150 for PVC pipe; or
 - b. 130 for all other pipe materials.

B. Velocity

1. All pipes shall be sized for a maximum water velocity of no greater than 10-fps for any max day plus fire flow; fire hydrant laterals are exempt.

C. Head Loss

1. Maximum allowable head loss in pipes **8-inches** in diameter or less, shall not exceed 10-feet of head loss per 1,000 linear feet of pipe (10 ft/1,000 ft).
 - a. This does not apply to fire flow analysis.
2. Maximum allowable head loss in pipes **12-inches** in diameter shall not exceed five 5-feet of head loss per 1,000 linear feet of pipe (5 ft/1,000 ft).
 - a. This does not apply to fire flow analysis.
3. Pipes **16-inches in diameter, and larger**, e.g., transmission mains, shall be evaluated on a case-by-case basis in coordination with NWCWD.
 - a. The allowable unit head loss will be lower than those values stated above for pipes through **12-inches**.

3.06. POTABLE WATER MAIN SIZE

- A. Mains shall be sized appropriately to meet the criteria in Section 3.05. Distribution mains shall have a minimum diameter of 4-inches.
- B. Hydrant leads connecting to the distribution system shall be 6-inch. Other pipe diameters for hydrant leads are prohibited.

3.07. DEPTH OF BURY

- A. Cover depth (minimum and maximum) shall be as specified on Standard Detail No. 3300001, *GENERAL UTILITY NOTES*.
- B. When design or constructability constraints are present, deeper or shallower water main installation may be permitted only with acceptance from NWCWD. Additional design and installation considerations may be required by NWCWD depending on the situation.

3.08. CONNECTIONS TO THE EXISTING POTABLE WATER SYSTEM

- A. Main connections to the existing potable water distribution system may be made by wet tap or by a cut in tee.
- B. The Contractor shall make all wet taps on the existing system using qualified personnel under the direct supervision of NWCWD. Refer to Standard Specification Section 33 05 10, *Tapping Sleeves and Valves*, for requirements. The Contractor is responsible for providing all tapping materials, e.g., tapping sleeves, tapping valves, insulator kits, etc.
- C. All cut-in tees shall be made by the Contractor under the direct supervision of NWCWD.
- D. For direct wet taps on existing waterlines, manufacturer's shop drawings and specifications for the proposed tapping sleeve shall be submitted to NWCWD for review and acceptance prior to installation of the tapping sleeve by the Contractor.

3.09. LOCATION AND LOOPING OF POTABLE WATER MAINS

- A. Potable water mains shall be located in a dedicated street right-of-way, where feasible, or within a dedicated exclusive easement of appropriate width.
- B. The centerline of potable water mains shall not be placed closer than 6-feet to the lip of street gutter.
- C. Potable water mains serving a cul-de-sac shall be extended to within 10-feet of the lip of street gutter at the end of the cul-de-sac and shall have a hydrant assembly placed on the end of the line. Permanent dead-ends in urban subdivision cul-de-sacs, longer than 300-feet, are prohibited.

- D. A potable water main serving one lot shall extend all the way across the frontage for that lot.
- E. Temporary dead-ends shall have a hydrant blowoff at the end of the line.
- F. An adequate number of connections to the existing potable water distribution system shall be provided such that no more than 15 single family units, or the equivalent single family flow for non-residential developments, are out of service at any one time.
 - 1. Water line extensions, including offsite water line connections, shall be extended along dedicated easement along the property frontage, in order to provide a gridded water system for future connections. Water main extensions may be allowed to run within public rights-of-way only on a case-by-case basis with the final determination made by NWCWD. Property or subdivision interiors will be served by connecting to the water line extensions. Potable water mains shall extend to the extremities of the property or the subdivision served. NWCWD shall determine the need for gridded water line extensions on a case-by-case basis.
 - a. Refer to the *POLICY REGARDING CONSTRUCTION AND EXTENSION OF IMPROVEMENTS*.
 - b. *WATERLINE EXTENSION REIMBURSEMENT POLICY* may apply on a case-by-case basis as determined by NWCWD.
 - 2. Extensions shall be in appropriate locations to provide adequate water connections and to maintain looping requirements for adjacent, future developments.
 - 3. Water mains shall be extended offsite when required to tie into the existing distribution system for additional water source connections. Appropriately-sized easements shall be dedicated to NWCWD.
- G. In all instances, NWCWD shall determine the potable water system looping for a development on a case by case basis and may require additional potable water connections over and above those demonstrated by a hydraulic analysis in order to maintain overall water system performance. Ultimately, the required source connections to the existing potable water system shall be solely determined by NWCWD.
 - 1. New developments shall have at least two separate and distinct connections to the existing system to provide redundancy for maximum fire flow in case of pipe failure and better system circulation to maintain acceptable water quality. Source connections shall be made on opposite sides of the development.
 - 2. If an applicant requests new or increased service that will impose a demand in excess of the capacity of the existing infrastructure, NWCWD will require that the

existing infrastructure be enlarged for the new service. The enlarged size may be the ultimate size of the infrastructure as determined by master planning and may be larger than required solely for applicant's needs. The infrastructure design (including size, location, and whether infrastructure must be oversized and shared with other applicants) shall be determined by the NWCWD. All costs for enlargement shall be paid for by the applicant or applicants.

3.10. POTABLE WATER SYSTEM PHASED INSTALLATION AND STUBOUTS

- A. Potable water distribution system phasing, if proposed by the Developer, shall be clearly identified on the master utility plan. Water plan and profile sheets shall clearly show and label the phasing transitions in the potable water line design.
- B. The proposed potable water system phasing shall maintain looping integrity within the system.
- C. The phased potable water system design shall meet the phased water demands for the development and adhere to all potable water system and hydraulic design requirements provided in these Criteria.
- D. Locate line valves and temporary hydrant blowoffs at the end of each phase or stub-out. The stub-out shall be shown on the potable water plan and profile sheets.
- E. Phased water line or stub-out construction shall be extended a minimum ten (10) feet beyond phased street paving to avoid asphalt removal during excavation for future connections.
- F. Phased potable water mains or stub-outs intended for future connections shall be valved such that only one valve needs to be closed when the main is extended and no customers are without water service when the line is extended. The valve must be appropriately restrained so that it will not "blowoff" when the water line is exposed and all thrust blocking is removed for the extension. See Section 3.14 of these Criteria regarding pipe restraint.
- G. The maximum length of a stub-out shall be 50-feet unless otherwise approved by NWCWD.
- H. Potable water main stub-outs not utilized shall be abandoned.

3.11. PIPE MATERIAL

- A. Potable water pipes less than or equal to 24-inches in diameter may be AWWA C151 cement-lined DIP or AWWA C900 PVC pressure pipe.

- B. Potable water pipes larger than 24-inches in diameter shall be AWWA C151 cement-lined DIP. AWWA C900 PVC pressure pipe may be considered by NWCWD on a case-by-case basis.
- C. The Design Engineer shall specify the pipe material and class as required for specific project conditions. The pipe material and class shall be called out on the Construction Drawings.
- D. All buried ductile iron pipe, fittings, and valves shall be polyethylene-encased in accordance with AWWA C105.

3.12. VALVES

- A. All valves shall be located in public right-of-way or within a dedicated easement of appropriate width.
- B. Inline Isolation Valves
 - a. Install inline isolation valves on all branches of tees and crosses, excluding the runs of hydrant tees.
 - b. Inline isolation valves are assigned in the potable water distribution system so that no single accident, break, or repair necessitates shutting down a nominal length of pipe greater than 1,000-feet.
 - c. Inline isolation valves shall be located a minimum 5-feet from the edge of concrete cross pans.
 - d. All inline isolation valves shall have a concrete collar around the valve box if located in asphalt pavement, unless directed otherwise by the municipality.
 - e. Inline isolation valves shall be:
 - (1) Gate Valves
 - (a) For mains through 12-inch.
 - (b) Fire hydrant and fire sprinkler line gate valves shall be placed at the main. These gate valves shall be mechanical joint valves and fasten to a mechanical joint anchor tee (swivel tee) on the main.
 - (2) Butterfly Valves
 - (a) For mains larger than 12-inch.
- C. Air Valves

1. NWCWD will determine the locations of air valves to be installed along the main and shall be properly sized by the Design Engineer in accordance with the manufacturer's recommendations. NWCWD shall have final determination on air valve type, size, and placement of the following:
 - a. Air Release Valves (ARV)
 - (1) ARVs release small volumes of accumulated air from a pipeline during filling operations and while the system operates under pressure exceeding atmospheric pressure.
 - b. Air Release/Vacuum Relief Valves (AVV)
 - (1) AVVs release large volumes of air automatically during pipeline filling and admit large volumes of air automatically when the internal pressure in the pipeline drops below atmospheric pressure.
 - c. Combination Air Valves (CAV)
 - (1) CAVs perform the same functions as an ARV and an AVV.
 - (2) In general, only CAVs will be installed, unless approved otherwise by NWCWD.

D. Pressure Regulating Valves

1. Pressure regulating valves (PRVs) control pressures between potable water distribution system pressure zones.
2. The need for a PRV, its size, and its installation location shall be determined by NWCWD.

3.13. CURVED PIPE ALIGNMENT

A. Potable water mains may be curved to change alignment or grade or to avoid obstructions, within the limits of curvature of the pipe. If a curved alignment is not feasible or permitted by NWCWD, appropriate fitting(s) shall be used, e.g., elbows.

B. Allowable Joint Offset

1. PVC Pipe
 - a. Limit joint offset to no more than 80% of manufacturers recommended joint deflection for a given pressure class and diameter.
 - b. High Deflection (HD) Couplings may only be used to join PVC pipe with specific, prior approval by NWCWD.

- c. Longitudinal Bending
 - (1) PVC pipe, per AWWA C900, may be installed in accordance with the longitudinal bending guidance outlined in AWWA C605, latest edition.
 - 2. Ductile Iron Pipe
 - a. Limit joint offset to no more than 80% of manufacturers recommended joint deflection for a given diameter, pressure class, and joint type.
- 3.14. THRUST RESTRAINT
- A. Thrust Blocks
 - 1. Concrete thrust blocks shall be constructed only at main line connections where the restraint of the existing pipe is in question.
 - 2. The Design Engineer shall determine the required size of thrust blocks to use and NWCWD will have the final determination on size and placement.
 - B. Restrained Joints
 - 1. All horizontal and vertical bends (tees, crosses, elbows, etc.), dead-ends, and inline isolation valves shall be restrained by a mechanical restraint system, e.g., restrained push-on or mechanical joint restraints.
 - 2. The Design Engineer shall determine the length of required pipe restraint, for the pipe material being used, PVC or DIP, in accordance with AWWA M41 *Ductile-Iron Pipe and Fittings* or AWWA M23 *PVC Pipe – Design and Installation*, latest revision.
 - a. Refer to the Standard Details for pipe sizes through 16-inch.
 - b. Restraint calculations shall be submitted to NWCWD for review and acceptance.
 - c. Restrained length(s) shall be provided on the Construction Drawings.
 - d. All situations not listed above that may cause an unbalanced thrust situation, e.g., reducers, shall be analyzed by the Design Engineer.
 - C. In some instances, e.g., fire hydrants, large diameter fire lines, water line lowerings, etc., thrust blocks may be required in addition to restrained joints. NWCWD shall make such determinations on a case-by-case basis.

3.15. POTABLE WATER MAIN AND SERVICE ENCASEMENTS

- A. No general statement can be made to cover all encasement conditions; therefore, only typical encasement situations are addressed in this section. Encasement requirements shall ultimately be determined by NWCWD on a case-by-case basis.
- B. An encasement shall be considered the open-trench installation of a casing pipe.
- C. The use of “line” or “lines” in this section shall refer to both mains and services.
- D. Encasements
 - 1. Where sanitary sewer lines cross beneath potable water lines with less than 18-inches of clearance, sanitary sewer lines cross above potable water lines, or the 10-foot horizontal clearance between potable water lines and sanitary sewer lines cannot be maintained, pipe encasement shall be designed and constructed so as to protect the potable water line.
 - 2. Where non-potable irrigation lines cross above or below potable water lines with less than 18-inches clearance, pipe encasement shall be designed and constructed so as to protect the potable water line.
 - 3. Pipe encasement shall be placed on the sanitary sewer line or non-potable irrigation line except in situations where the sanitary sewer or non-potable irrigation line is existing. Where the sanitary sewer or non-potable irrigation line is already constructed, the pipe encasement shall be placed on the potable water line.
 - 4. The encasement pipe shall extend a minimum 10-feet on either side of the crossing measured from the outside diameter of the crossed pipe. Longer casing pipes may be required depending on the encasement situation.
 - 5. For any atypical encasement situations, the Design Engineer shall size the encasement pipe such that the inside clearance is at least 1-inch greater than the maximum outside diameter of the casing spacer runners. Refer to Specification Section 33 05 08, *Pipe Boring and Jacking*, for encasement pipe material, diameter, and wall thickness (if applicable), casing spacers, end seals, and installation requirements.
- E. Encasements Required by Other Agencies
 - 1. For potable water mains crossing another agency’s right of way or easement, the encasement requirements for that crossing shall be specified by the agency granting permission to cross. Such crossings shall be subject to approval by NWCWD to avoid conflicts in requirements or standards between NWCWD and the agency granting permission to cross.

2. A letter, permit, or approved crossing application from the agency granting permission to cross, must be provided to NWCWD before the crossing will be approved by NWCWD.
3. NWCWD shall not accept any crossings imposed with an annual user or crossing fee from the agency granting permission to cross. All crossing fees, if applicable, shall be paid by the Developer prior to installation of the encasement.

3.16. POTABLE WATER SERVICES AND FIRE SPRINKLER LINES

A. General

1. Potable water service lines shall not be installed in trenches with other conduits/utilities. A service line shall be separated from other conduits a minimum 10-feet horizontally and 18-inches vertically. The only exception will be a fire sprinkler line. In this instance, the horizontal separation may be a minimum of 5-feet, from outside diameter of the pipe. Larger diameter potable water services and fire sprinkler lines may still require 10-feet horizontal separation. This shall be evaluated by NWCWD on a case by case basis.
2. Potable water services and fire sprinkler lines for a given lot must be tapped on the potable water main within the confines of the property lines extended.
3. No potable water service taps shall be made on fire sprinkler lines.
4. Potable water services and fire sprinkler lines not utilized shall be abandoned. The service line shall be cut at the main and the line capped.

B. Water Services

1. Potable water services shall be polyethylene tubing, per Section 33 14 18 of the Standard Specifications.
2. A separate potable water service line and meter must serve each premise.
3. No potable water service lines shall cross property lines.
4. Pressure boosters are prohibited without adequate backflow protection.
5. Potable water services shall be located 5-feet from the side lot line and paired with an adjacent lot, wherever feasible.
 - a. Refer to Standard Detail No. 3314181, *WATER SERVICE LOCATION PLAN*, in the Standard Details.

6. Under no condition is a potable water service to be located under driveways, trees, or other permanent structures.
7. Potable water service taps shall be located as specified in Section 33 14 18 – SERVICE LINES AND APPURTENANCES.
8. Potable water service curb stops shall be located ± 1 -foot from the property line or easement boundary. Potable water service meter pits/vaults shall be located as close as possible beyond the curb stop. Refer to the Standard Specifications and Standard Details for additional service and meter installation requirements.
9. Potable water service meter pits/vaults shall normally be located after the curb stop in a landscaped area. Meter pits/vaults shall not be installed in any street, parking area, driveway, or sidewalk unless otherwise approved by NWCWD. Meter pit/vault shall be rated for HS-20 traffic loadings unless otherwise permitted by NWCWD. Curb stops in paved areas shall be in a street valve box.
10. There shall be no major landscaping (trees, boulders, or shrubs with mature growth greater than 3-feet), buildings, or other permanent structures within 10-feet of the meter pit/vault.

C. Fire Sprinkler Lines

1. Fire sprinkler lines shall be a minimum of 4-inch to the meter vault. Fire sprinkler lines larger than 4-inch shall be restrained C900 PVC pipe or DIP. Fire sprinkler lines require a gate valve at the main.
 - a. ALL fire sprinkler lines are metered.
2. Refer to the Standard Details for meter vault details.

3.17. POTABLE WATER MAINS AND SERVICES IN RELATION TO OTHER UTILITIES

- A. Potable water services and distribution mains shall have a minimum 10-foot horizontal and 18-inches vertical separation from all utilities measured from outside diameter.
- B. Where sanitary sewer lines cross beneath potable water lines with less than 18-inches of clearance, sanitary sewer lines cross above potable water lines, or the 10-foot horizontal clearance between potable water lines and sanitary sewer lines cannot be maintained, pipe encasement shall be designed and constructed so as to protect the potable water main.
- C. Where storm water lines cross above potable water mains, storm water pipe joints shall be grouted a minimum 10-feet on either side of the crossed potable water main, measured from the outside diameter of the pipe.

- D. Potable water main crossings under any open irrigation ditch shall have a minimum of 5-feet of cover and shall be encased.
- E. Right angle utility crossings are permitted above and below the potable water main. Parallel installation of other utilities in exclusive water easements is not permitted.
- F. Bored utility crossings shall have a minimum 24-inches of vertical clearance from the outside diameter of the utility casing to the outside diameter of the potable water line if the bored utility crosses above the potable water line and a minimum of 36-inches of vertical clearance from the outside diameter of the utility casing to the outside diameter of the potable water line if the bored utility crosses below the water line.
- G. If there are horizontal or vertical clearance conflicts between the potable water line and a utility, NWCWD may require that the potable water main be lowered, raised, or realigned in order to maintain the required clearances.
- H. For a potable water line crossing situation not specifically mentioned in this section, the crossing requirements provided in these Criteria shall be applied to that particular situation to the best extent possible.

3.18. FIRE PROTECTION AND HYDRANT SPACING

- A. All fire protection, fire flow, hydrant spacing, and hydrant requirements are subject to approval by the governing fire protection agency.
 - 1. Fire Protection Agencies within NWCWD's service area
 - a. Refer to Section 33 14 22 of the Standard Specifications.
- B. Hydrants shall be located at intersections whenever possible. Hydrants located mid-block shall be aligned with the extension of a property line.
- C. Fire hydrants shall be placed at the end of cul-de-sac.
- D. Fire hydrants shall be installed in accordance with Section 33 14 22 of the Standard Specifications and with the Standard Details, as applicable.
- E. A 3-foot radius in all directions around the hydrant shall be clear of obstructions.
 - 1. Where hydrants are vulnerable to vehicular damage, crash posts shall be provided outside of the 3-foot radius clearance in all directions from the hydrant.
 - 2. Crash posts, i.e., bollards, shall be concrete filled pipes that are 4-inches in diameter and a minimum of 4-feet in height above the finished ground surface with 2-feet of post below the finished ground surface.

- F. All hydrants must be within dedicated easements or public rights-of-way.

3.19. CROSS CONNECTION AND BACKFLOW PREVENTION

- A. Potable water service lines on any property or inside any building shall have NO physical connection with any pipes, pumps, hydrants, tanks, or non-potable irrigation systems that could draw or discharge any unsafe or contaminated water (including steam condensation or cooling water) into the potable water distribution system.
- B. All potable water service connections are required to comply with Cross Connection and Backflow Prevention requirements outlined in:
 - 1. *CROSS CONNECTION CONTROL MANUAL*; and
 - 2. *AN ORDINANCE FOR THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS*.
- C. Refer to Section 33 14 10 of the Standard Specifications for requirements.

END OF DESIGN CRITERIA

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX D

BACKFLOW PROTECTION AND CROSS-CONNECTION CONTROL POLICY

RESOLUTION NO. 20210412-01

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH WELD COUNTY WATER DISTRICT

ADOPTING BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL
REGULATION

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the prevention of drinking water contamination within the District’s water system through backflow prevention is critical to the health, safety, and welfare of the District’s customers; and

WHEREAS, Title 25 and Title 32 of the Colorado Revised Statutes require the development and implementation of a written policy for backflow prevention and cross-connection control; and

WHEREAS, the District previously adopted its “Ordinance for the Control of Backflow and Cross-Connections” dated March 27, 2017 (the “Original Policy”); and

WHEREAS, the Board wishes to replace the Original Policy with the Backflow Prevention and Cross Connection Control Regulation (the “Regulation”) and finds it to be in the best interest of the public health, safety, and welfare within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption. The Board hereby adopts the Regulation, attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Regulation.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Regulation in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Conflict. If any part of the Regulation is in conflict or inconsistent with any other District policy, procedure, or practice currently in effect, this Regulation shall trump such other District policy, procedure or practice.

5. Severability. If any term or provision of the Regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Regulation as a whole but shall be severed from the Regulation, leaving the remaining terms or provisions in full force and effect.

6. Effective Date. This Regulation shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

[Remainder of the page intentionally left blank. Signature page follows.]

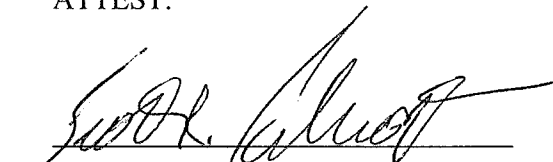
ADOPTED THIS 12th DAY OF APRIL, 2021.

NORTH WELD COUNTY WATER DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado



President


ATTEST:



Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



Special Counsel to the District

*Signature page to Resolution Adopting a Backflow Prevention and Cross Connection Control
Regulation*

EXHIBIT A
NORTH WELD COUNTY WATER DISTRICT
BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL REGULATION

BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL REGULATION

PART 1 – GENERAL PROVISIONS

1.01 Purpose

The specific purpose of this Regulation is to protect the District's Water System from contamination by Backflow from a Tapholder's internal plumbing system or separate water system through a systematic and ongoing program of Cross-Connection control based on Containment. The overall purpose of this Regulation is to assure the District's compliance with the Colorado Primary Drinking Water Regulations. Nothing in this Regulation relieves a Tapholder from the Cross-Connection control requirements of any applicable plumbing code, which protects against Backflow within a Tapholder's Water System based on Isolation.

1.02 Authority

The following provides the authority for this Regulation:

- A. 25-1-114, C.R.S.
- B. 5 CCR 1002-11 (Colorado Primary Drinking Water Regulations)
- C. 32-1-1001(1)(m), C.R.S.

1.02. Applicability

This Regulation applies to all Non-Single-Family Service Connections to the District's Water System. This Regulation also applies to Single-Family Service Connections that pose a Backflow risk to the District's Water System similar to that of a Non-Single-Family Service Connection. The Cross-Connection Control Manual contains examples of such Single-Family Service Connections.

1.03. Cross-Connections Unlawful

It is unlawful for any person to make, install, maintain, or permit any Cross-Connection to the District's Water System, except in accordance with the provisions of this Regulation.

1.04 Backflow Prohibited

Any Backflow into the District's Water System is strictly prohibited.

PART 2 – ADDITIONAL GUIDANCE

As part of the District's written Backflow prevention program under 5 CCR 1002-11.39 (Colorado Primary Drinking Water Regulations), the District Manager shall, subject to approval of the Board, develop and periodically update the *North Weld County Water District Cross-Connection Control*

Manual (“Cross-Connection Control Manual”). The Cross-Connection Control Manual provides additional information on the requirements of this Regulation and how the District implements it.

PART 3 – DEFINITIONS

Approved RPZ Assembly means a reduced pressure zone Backflow Prevention Assembly that the District has approved for a specific application, as indicated in the Cross-Connection Control Manual.

Backflow means the reverse flow of any substance (including water) caused by back pressure or back siphonage.

Backflow Contamination Event means backflow into the District’s Water System that causes the water in a portion of the system to no longer meet the Colorado Primary Drinking Water Regulations, or to present an imminent public health or safety risk.

Backflow Prevention Assembly means an in-line field-testable mechanical assembly installed at a water service connection or plumbing fixture to prevent Backflow.

Backflow Prevention Method means a method or non-testable device installed at a water service connection or plumbing fixture to prevent Backflow.

Board means Board of Directors of the District.

Certified Cross-Connection Control Technician means a person who possesses a valid Backflow Prevention Assembly tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). An expired certification is not valid.

Colorado Primary Drinking Water Regulations means the regulations at 5 CCR 1002-11, which assure the safety of public drinking water supplies in the State, and enable Colorado to assume responsibility for enforcing the standards established by the Federal Safe Drinking Water Act, 42 U.S.C. §§300f-300j(26).

Containment means the installation of a Backflow Prevention Assembly or a Backflow Prevention Method at a service connection to the District’s Water System supplying a location, facility, premises, or consecutive water system, to prevent Backflow from a Cross-Connection into the District’s Water System.

Cross-Connection means a connection that could allow any substance (including water) that presents a public health or safety risk, to flow from a Tapholder’s Water System into the District’s Water System through Backflow.

Customer means the person or entity that receives water service through a District tap. The Customer may be the Tapholder.

District means North Weld County Water District.

District Manager means the manager of the North Weld County Water District, or his or her designee.

District's Water System means the District's distribution system, including all facilities under the complete control of the District, up to the point where the Tapholder's Water System begins.

Isolation means the installation of Backflow Prevention Assemblies or Backflow Prevention Methods at every Cross-Connection identified within a Tapholder's Water System to prevent Backflow from a Cross-Connection into the District's Water System.

Non-Single-Family Service Connection means any service connection other than a Single-Family Service Connection.

Single-Family Service Connection means:

- A single residential dwelling occupied by a single family and supplied by a separate service line; or
- A single residential dwelling comprised of multiple living units where a separate service line supplies each living unit.

Tapholder means the legal owner of the tap through which the Customer receives water service from the District. For purposes of this Regulation, this term includes a consecutive water system purchasing water wholesale from the District.

Tapholder's Water System means the facilities beyond the termination of the District's Water System immediately downstream of the meter, including piping, connection fittings, valves and appurtenances utilized in conveying water to points of use.

Variance Agreement means a written agreement between the District and a Tapholder that delineates the terms of a site-specific variance from the requirements of this Regulation.

PART 4 – REQUIREMENTS

4.01 Survey – Internal Connections

The District Manager shall survey all internal connections within the District's Water System and ensure that every Cross-Connection is controlled with an appropriate reduced pressure zone Backflow Prevention Assembly.

4.02 Survey – Service Connections

The District Manager shall survey all non-single-family service connections to identify Cross-Connections to the District's Water System. The District Manager may also survey any Single-Family service connection to address any Backflow concerns. The District

Manager shall ensure that all Cross-Connections identified through the survey are controlled as described in Section 4.04.

4.03 Notification of Tapholder

A. The District Manager shall notify any Tapholder whose service connection constitutes a Cross-Connection to the District's Water System. The notice shall order the Tapholder to install an Approved RPZ Assembly at each service connection to the Tapholder's premises in accordance with this Regulation.

B. The District Manager shall notify any Tapholder whose Approved RPZ Assembly is shown to be defective through testing required by Section 4.06. The notice shall order the Tapholder to repair or replace the defective assembly in accordance with this Regulation.

4.04 Cross-Connection Control

A. Within 90 days of receiving notice under Section 4.03, a Tapholder shall:

1. Contain the Cross-Connection by installing an Approved RPZ Assembly or by repairing or replacing a defective assembly; or
2. Remove the Cross-Connection.

B. Failure to comply with the requirements of Subsection 4.04 A. may result in the District suspending water service to the Tapholder in accordance with 5 CCR 1002-11.39 of the Colorado Primary Drinking Water Regulations.

4.05 Installation

The Tapholder shall install the Approved RPZ Assembly in accordance with the requirements of this Regulation and the Cross Connection Control Manual as revised from time to time. In general, the Tapholder must ensure that the Backflow Prevention Assembly is installed immediately downstream of the water meter or as close to that location as the District deems practicable. Connections or tees between the meter and the Containment Backflow Prevention Assembly are strictly forbidden. The Tapholder shall maintain the Backflow Prevention Assembly in good working order.

4.06 Testing/Reporting

The Tapholder shall have the Backflow Prevention Assembly tested upon installation, repair, or replacement, and annually thereafter, unless, due to the nature of the connection, the District Manager requires more frequent testing. A Certified Cross-Connection Control Technician must perform all required testing. The Tapholder shall ensure that, within 30 days of conducting the test, the Certified Cross-Connection Control Technician reports testing results to the District by electronic upload to the District's online tracking platform.

4.07 Recordkeeping

The Tapholder must retain copies of reports for tests, repairs and retests, and replacements of the Approved RPZ Assembly for a minimum of three years.

4.08 Reporting of Cross-Connections and Backflow Contamination Events

A. Any person who becomes aware of a Cross-Connection that may require a Backflow Prevention Assembly to protect the District's Water System shall promptly report such connection to the District.

B. Tapholders shall report to the District any suspected or confirmed Backflow Contamination Event upon becoming aware of the event.

4.09 Site-Specific Variance

The Board may grant a site-specific variance from the requirement to install and maintain an Approved RPZ Assembly where a Tapholder shows that installation of an Approved RPZ Assembly is not suitable for the premises or facility, or otherwise creates an unreasonable burden. The Cross Connection Control Manual specifies the minimum requirements to qualify for a variance and the procedure for requesting one. If the Board grants a variance, the Tapholder must enter a Variance Agreement with the District that specifies the alternative Backflow Prevention Assembly or Backflow Prevention Method that the Tapholder must employ, as well as any alternative testing, inspection, and reporting requirements or other conditions the Board deems necessary to ensure compliance with this Regulation and the provisions of the Colorado Primary Drinking Water Regulations.

PART 5 – DISCONTINUATION OF SERVICE

The District Manager may discontinue water service to any premises or facility for which the Tapholder fails to comply with the requirements of this Regulation, including where the District is denied reasonable access to determine compliance with this Regulation. Discontinuance of water service may be summary, immediate, and without written notice if the District Manager determines that such action is necessary to address an imminent threat to the District's Water System or its Customers.

PART 6 – RIGHT OF ENTRY

As a condition of water service from the District, the Tapholder shall ensure the right of entry to any properly credentialed District representative to survey Tapholders' premises and facilities for possible Cross-Connections to the District's Water System and to assess compliance with this Regulation or the terms of a Variance Agreement.

PART 7 – COSTS/FEES

The costs of complying with this Regulation or any Variance Agreement, including that for design, installation, maintenance, testing, inspection, reporting, and necessary repair and replacement of any Backflow Prevention Assembly or Method and related facilities, is the sole responsibility of the Tapholder. The District may collect fees for the administration of this Cross-Connection control program.

PART 8 – ENFORCEMENT

The District may enforce this Regulation to the fullest extent permitted by law and in accordance with any then existing enforcement policy, including but not limited to, the termination of water service and the imposition of fines, in the sole discretion of the Board.