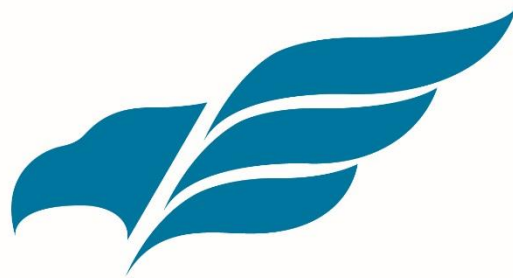


**RULES AND REGULATIONS  
FOR  
WATER AND WASTEWATER SERVICE**



**EAGLE RIVER  
WATER & SANITATION  
DISTRICT**

Last Approved Revision: March 28, 2019



**Eagle River Water & Sanitation District service area includes:**

- Water Service within the Vail Water sub-district and the Wolcott area
- Wastewater Service for all areas included within the District boundaries

**Eagle River Water & Sanitation District provides contract service to:**

- Town of Minturn

**Upper Eagle Regional Water Authority service area includes:**

- Arrowhead Metropolitan District
- Town of Avon
- Bachelor Gulch Metropolitan District
- Beaver Creek Metropolitan District
- Berry Creek Metropolitan District
- Cordillera Metropolitan District
- Eagle-Vail Metropolitan District
- Edwards Metropolitan District
- Traer Creek Metropolitan District (Village at Avon)

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## ARTICLE I – GENERAL

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### 1.1 Purpose

The purpose of these consolidated Rules and Regulations is to ensure orderly and uniform administration of water and wastewater operations within the service areas of the Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority, located in Eagle County, Colorado. These administrative responsibilities are performed by the Eagle River Water & Sanitation District, by which administrative and operations personnel implement these Rules and Regulations for both the Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority.

### 1.2 Statutory Authority

The Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority are both quasi-municipal corporations and political subdivisions of the State of Colorado. These Rules and Regulations are specifically promulgated pursuant to and for the purposes of carrying out the objectives and purposes stated in the Special District Act and C.R.S. § 29-1-204.2, respectively.

### 1.3 Consolidated Rules and Regulations

These Rules and Regulations are intended to separately apply to Eagle River Water & Sanitation District and Upper Eagle Regional Water Authority; however, the parties have determined that it is efficient to consolidate these Rules and Regulations into one document. One party's amendment, modification, use, or interpretation of these Rules and Regulations shall not be binding or constitute a precedent with regard to the other party's use or interpretation of these Rules and Regulations. For the purposes of these Rules and Regulations, the term "District" includes the Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority, as applicable.

Eagle River Water & Sanitation District serves Customers owning property located within its service area and Customers owning property located within the following entities' boundaries through contract:

- Town of Minturn (administrative services only)

The Eagle River Water & Sanitation District serves Customers owning property located within its service area in the town of Minturn for wastewater, but not water. These Rules and Regulations shall be effective for the Eagle River Water & Sanitation District service area and all areas served under contract when approved by the Board of Directors of the District.

The Upper Eagle Regional Water Authority was formed by the following entities:

- Arrowhead Metropolitan District;

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- Beaver Creek Metropolitan District;
- Berry Creek Metropolitan District;
- Eagle-Vail Metropolitan District;
- Edwards Metropolitan District; and
- Town of Avon

The following entities receive service through contract with the Upper Eagle Regional Water Authority:

- Bachelor Gulch Metropolitan District;
- Cordillera Metropolitan District; and
- Traer Creek Metropolitan District (Village at Avon)

Each of these entities is the water provider of record for its service area and has delegated its Water Service obligations to the Upper Eagle Regional Water Authority, which in turn has contracted for administrative, operations and maintenance services from the Eagle River Water & Sanitation District. These Rules and Regulations shall be effective for Customers within the service area of each these entities when approved by the Board of Directors of the Upper Eagle Regional Water Authority.

### **1.4 Policy**

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

### **1.5 Scope**

These Rules and Regulations are the comprehensive regulations which govern the water and wastewater operations and functions of all Customers served by the District, and supersede all prior publications of the Rules and Regulations of the District. These Rules and Regulations do not nullify or modify any policies in effect and approved by the Board of Directors existing on the date of adoption of these Rules and Regulations or adopted thereafter.

### **1.6 Intent of Rules and Regulations**

These Rules and Regulations are adopted respecting the exercise of the District's powers and the carrying out of its purpose; shall be liberally construed to affect the general purposes set forth herein; and each and every part is separate and distinct from all other parts. No omission or additional material in these Rules and Regulations shall be construed as an alteration, waiver, deviation, limitation, or restriction from any grant of power, duty, or responsibility imposed or conferred upon the Board of Directors by virtue of statutes now existing. Nothing contained herein shall be construed to prejudice or affect the right of the District to secure the full benefit and protection of any law which

is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

### **1.7 Amendment**

The District, through its Board of Directors, shall retain the power to amend these Rules and Regulations to reflect those changes determined to be necessary by the Board of Directors. Prior public notice of amendments to these Rules and Regulations shall not be required by the Board of Directors when exercising its amendment powers.

### **1.8 Waiver, Suspension, or Modification of Rules**

The General Manager acting on behalf of the Board of Directors shall have the sole authority to waive, suspend, or modify these Rules and Regulations. Any such waiver, suspension, or modification must be in writing authorizing the specific action. Such waiver, suspension or modification is an exception to these Rules and Regulations for the specific instance and shall not be construed as precedent for future instances. Waivers, suspensions, or modifications are not deemed an amendment of these Rules and Regulations.

### **1.9 Inclusion in Contract**

All Customers of the District who receive water or wastewater services are bound by these Rules and Regulations as a matter of contract for which there is good and valuable consideration. These Rules and Regulations are automatically incorporated into every contract, written or oral, for service from the District whether expressly referenced or not, to the extent they are not inconsistent with the contract for service.

### **1.10 Discontinuance or Revocation of Service**

The District reserves the right to temporarily discontinue service to any property, at any time, for any reason deemed necessary or appropriate. The District shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

### **1.11 Reinstatement of Service**

Reinstatement of service to a property to which service has been discontinued or revoked shall not occur until all charges due to the District by the Customer are paid and all other requirements for service are satisfied, as determined by the District.

### **1.12 Authority to Access Customer Property**

Authorized representatives of the District, upon presentation of a work order and identification, must be permitted to and shall have a right to enter upon a Customer's property at reasonable times for the purposes of inspection, observation, measurement,

sampling, testing, detection of leaks, Turn-On or Turn-Off of Water Service, inspection of records, and investigation of any violation of these Rules and Regulations. Failure of a Customer to permit such inspections, observations, measurements, samplings, testing, or inspection of records upon the request, in writing, of the General Manager may result in a finding that permission is being denied to avoid discovery of a violation of these Rules and Regulations. Such finding may result in the disconnection of service or other remedies as allowed under these Rules and Regulations. Refer to Article III, Violator's Liability.

**1.13 Severability**

In the event any of the terms or provisions of these Rules and Regulations shall be held invalid as to any person, property, or circumstance by any court having competent jurisdiction, the remainder of these Rules and Regulations and the application and effect of their terms and provisions to such persons, property, or circumstances shall not be affected thereby.

## ARTICLE II - DEFINITIONS

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

### **2.1 Ability to Serve Letter**

“Ability to Serve Letter” is a letter from the District stating that it will serve a proposed use of the Water System or Wastewater System, permitted by a Land Use Authority.

### **2.2 Accommodation Unit**

"Accommodation Unit" is one habitable room intended primarily for sleeping purposes, without a Cooking Facility, but with private access to a central corridor or the outside. Examples of an Accommodation Unit include but are not limited to a hotel room, hotel suite, hostel room, bed and breakfast room, or a lock-off unit without a Cooking Facility. An Accommodation Unit is equal to 0.35 SFE.

### **2.3 Air Gap**

An “Air Gap” is the unobstructed separation or physical break between the supply of water from the Water System and the location of use of the water by the Customer.

### **2.4 Applicant**

“Applicant” is any person, association, corporation, entity, or governmental entity requesting Water or Wastewater Service for premises under its control. Applicant is responsible for compliance with the District’s Infrastructure Acceptance Procedure, and for Applicant’s contractor’s performance of any and all Work.

### **2.5 Applicant Representative**

“Applicant Representative” is the designated representative of the Applicant authorized by the Applicant to act on Applicant’s behalf with respect to Water Services or Wastewater Services to be provided to Applicant and Applicant shall be bound by the acts and representations of the Applicant Representative.

### **2.6 Approved**

Accepted by the District as meeting the applicable specification or procedures of these Rules and Regulations.

**2.7 Approved Backflow Prevention Device (Assembly)**

A device that meets the criteria outlined in Appendix G of these rules and regulations and that is approved in writing by the District.

**2.8 Attic**

"Attic" is that part of a structure that is immediately below and wholly or partly within the roof framing. An Attic that is less than five (5) feet in height shall be excluded from Floor Area calculations.

**2.9 Authorized Representative of the User**

An "Authorized Representative of the User" means:

If the User is a corporation:

- (a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
- (b) The manager of one or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five (25) million dollars (in second-quarter, 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

If the User is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

The individuals described above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the District.

**2.10 Auxiliary Water Supply**

Any water supply on or available to the premises other than that which is provided directly from the Water System. Auxiliary water supplies may include, but are not limited to, water from the District's Drinking Water System over which the District does not



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control the water quality, such as where an Air Gap has been made, or from any other water supply or natural source(s) such as a well, spring, river, stream, pond, or lake.

### **2.11 Availability of Service Letter**

A letter required by a land use Authority for a building permit application to demonstrate that water and wastewater mains are within the vicinity of the property and that water and wastewater service will be provided to the property upon payment of tap fees or impact fees.

### **2.12 Back Pressure**

Backflow caused by a pump, elevated tank, boiler, or "head" in pipe, or any means that creates greater pressure within a piping system than that which exists within the Water System.

### **2.13 Back Siphonage**

The actual or potential reverse flow of water or contaminants into the Water System caused by negative or sub-atmospheric pressure in the Water System.

### **2.14 Backflow**

The actual or potential undesirable reversal of the direction of flow of the water or the mixture of water and other liquids, gases, or other substances into the pipes of the Water System from any source or sources caused by Back Pressure and/or Back Siphonage.

### **2.15 Backflow Prevention Device or “Backflow Preventer”**

A general term for any device or means designed to prevent Backflow created by Back Pressure, Back Siphonage or Back Pressure and Back Siphonage acting together.

### **2.16 Base Service Rate**

The “Base Service Rate” is a billing rate per SFE, specific to a Customer’s place of water use, that when applied to the Customer account’s SFE multiplier, determines a portion or total of the Charge due from the Customer to the District, before inclusion of charges for water use.

### **2.17 Basement**

The lowest area within a structure, either partially or entirely below finished grade with a finished or concrete floor, with a ceiling over five (5) feet high and which may be unfinished

**2.18 Board, Board of Directors**

"Board" and "Board of Directors" refers to the Board of Directors of the District or the Upper Eagle Regional Water Authority, whose members may be elected or appointed, having responsibility for policy and management oversight of the District's Water System and/or Wastewater System.

**2.19 Categorical Pretreatment Standard or Categorical Standard**

A "Categorical Pretreatment Standard" is any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

**2.20 Certified Cross-Connection Control Technician**

A person certified to test and/or repair Backflow devices as such by the American Backflow Prevention Association (ABPA) or American Society of Sanitary Engineering (ASSE).

**2.21 Charge**

A "Charge" is the total or portion of any amount of money due from a Customer to the District.

**2.22 Check Valve**

A self-closing device designed to permit the flow of fluids in only one direction. A single Check Valve is not an Approved Backflow Prevention Device.

**2.23 Circulation Space**

"Circulation Space" is that space in a multi-unit or Mixed-Use Facility that provides ingress and egress to Residential Units located in the facility. Examples of Circulation Space are hallways, stairways, and elevators not located within Residential Units, Accommodation Units, or Efficiency Units. Where Circulation Space passes through an entryway or lobby, the width of such space shall be deemed to be a corridor no more than ten feet in width, or the width of any hallway such corridor leads to, except where a greater width is required for ingress and egress by a building or fire code.

**2.24 Colorado Department of Health Cross-Connection Control Manual**

A manual that has been published by the State addressing Cross-Connection control practices.

**2.25 Commercial and/or Industrial Unit**

"Commercial and/or Industrial Unit" is any structure or facility that is used to engage in: business, commerce, manufacturing, marketing, and/or sale of products and services of any kind.

**2.26 Connection**

A "Connection" is the existence of a continuous pipe or conduit from a Customer's structure or place of water use and the Water or Wastewater System.

A Connection shall be deemed to have been made to either the Water or Wastewater System when no Air Gap exists between the Customer's structure or place of use and the District's Water Main or Wastewater Main, respectively. In the case of a new or expanded use added to an existing Connection, the new connection is deemed to be made when the new or expanded use first occurs. Refer to Article IV, Connection to Water and Wastewater System.

**2.27 Connection Fees**

"Connection Fees" are any applicable fees and rates due to the District at the time of Connection, and may include, but are not limited to: Tap Fees, Water System Impact Fees, Treated Water Storage Fees, Turn-On and Turn-Off fees, and any interest or penalties.

**2.28 Containment**

Protection by Containment shall mean the installation of an Approved Backflow Prevention Device, or method, on the Water Service serving any premises, location, facility or area. Protection by Containment shall be used when the potential exists for the Water System to become contaminated or polluted by substances used or stored within a building or premises.

**2.29 Contamination, Contaminated**

The degradation of the water quality relative to state and federal standards to which the District's water supply is regulated by the Colorado Department of Public Health and Environment and the Environmental Protection Agency, or which otherwise creates a potential Hazard to the public health through the introduction of any physical, chemical, biological, or radiological substance or matter to the Water System.

**2.30 Contractor**

"Contractor" is any person, firm, or corporation licensed or permitted to perform Work and to furnish materials for such Work within the District.

**2.31 Construction Acceptance Letter**

“Construction Acceptance Letter” is evidence of the District’s determination that construction is complete, and that the Applicant has fully complied with all construction acceptance procedures and requirements. The Construction Acceptance Letter grants the Applicant permission to apply for service connection to the District’s Water and/or Wastewater Systems.

**2.32 Construction Plan Approval Letter**

“Construction Plan Approval Letter” is evidence of the District’s approval of Applicant’s construction plans, and specifications.

**2.33 Construction Review Team (CRT)**

The “Construction Review Team (CRT)” is a group of District staff appointed by the General Manager authorized to perform duties as described in these Rules and Regulations.

**2.34 Cooking Facility**

"Cooking Facility" is an area used or designated to be used for the cooking or preparation of food within a Residential Unit which provides refrigeration capability and facilities for washing or cleaning of cooking utensils and serving dishes, and includes one or more of the following appliances: stove, counter-top burner, oven, microwave, hotplate, electrical griddle, toaster oven, or crock pot.

**2.35 Crawl Space**

"Crawl Space" is any area of a structure that shall have a ceiling height of less than five (5) feet, measured from the surface of the earth or floor system to the underside of the structural members of the floor directly above.

**2.36 Critical Level**

The Critical Level or other regulated “C/L marking” on a Backflow Prevention Device or Vacuum Breaker which is a point conforming to standards and established by a testing laboratory, which determines the minimum elevation above the Flood-Level Rim of the fixture, highest point of usage, or receptacle served at which the device may be installed. When a Backflow Prevention Device does not bear a Critical Level marking, the bottom of the Vacuum Breaker, combination valve, or the bottom of any such Approved device shall constitute the Critical Level.

**2.37 Cross-Connection**

Any physical arrangement whereby a Potable Water supply is connected, directly or indirectly, with any other water supply system, wastewater, drain, conduit, tank, plumbing fixture, or other device which contains, or may contain, contaminated water, sewage, or other waste, liquid or gas of unknown or unsafe quality which may be capable of contaminating the Water System as a result of Backflow. Bypass arrangements, jumper connections, removable spools, swivel or changeover devices, four-way valve connections, and other temporary or permanent devices through which, or because of which, Backflow could occur are included in the definition of Cross-Connection.

**2.38 Cross-Connection, Controlled**

Having an accepted Cross-Connection control device properly installed and maintained. This device shall continuously provide Cross-Connection protection commensurate with the Degree of Hazard.

**2.39 Customer**

"Customer" is any person or entity owning property within the District and authorized to connect to and use the District's Water or Wastewater System.

**2.40 Customer Service Manager**

The "Customer Service Manager" is an employee of the District authorized to perform duties as described in these Rules and Regulations.

**2.41 Customer Service Specialist**

A "Customer Service Specialist" is an employee of the District authorized to perform duties as described in these Rules and Regulations.

**2.42 Debt Service Rate**

The "Debt Service Rate" is a billing rate, specific to the location of a Customer's Water or Wastewater System use, that when applied to the Customer account's SFE multiplier, determines a portion or total of the Charge due from the Customer to the District. Revenues collected by the District from debt service rate(s) are used by the District specifically to pay debt service on borrowed funds.

**2.43 Defective Work**

"Defective Work" is an installation or Work that is unsatisfactory, faulty, deficient, or does not meet the requirements of any inspection, test, or approval, or an installation or Work that has been damaged prior to acceptance by the District.

**2.44 Development Review Coordinator**

The Development Review Coordinator is responsible for coordination of all Construction Review Team scheduling and communication, development and maintenance of the Rules and Regulations, and approval and Acceptance of all new main line development.

**2.45 Distribution System**

“Distribution System” means District Water Mains including valves, fire hydrants, Connections, meters, service pipes from the Water Main to the curb stop or property line/easement (whichever is closer to the Water Main), and associated appurtenances, property, easements, and equipment used or to be used in distributing water to customers.

**2.46 District**

"District" is the Eagle River Water & Sanitation District or the Upper Eagle Regional Water Authority, as applicable.

**2.47 District Engineer**

"District Engineer" is any person or firm that has been authorized by the District to perform engineering services for the District.

**2.48 District Inspector**

“District Inspector” is any person or firm that has been authorized by the District to inspect the Water and Wastewater Systems, and the property of Customers and Industrial Users to ensure compliance with these Rules and Regulations.

**2.49 Double Check Valve Assembly (“DC” or “DCVA”)**

An assembly of two independently operating Approved Check Valves between two tightly closing (resilient seated) shut-off valves, plus four properly located test cocks for the testing of each Check Valve.

**2.50 Earthwork**

“Earthwork” is any clearing, grubbing, grading, excavation, fill, backfill, excess excavation, bedding material, borrow material, and surface restoration required to complete the installation of water or wastewater infrastructure and services.

**2.51 Efficiency Unit or Studio Unit**

"Efficiency Unit" or “Studio Unit” is a Residential Unit having one room with an integral Cooking Facility and one bathroom. An Efficiency Unit is equal to 0.50 SFE.

**2.52 Electronic Drawing File**

“Electronic Drawing File” shall be AutoCAD “.dwg” drawing format file, unless specified otherwise.

**2.53 Employee Handbook**

The “Employee Handbook” of the District is the document that contains the District’s policies and requirements for the conduct of District employees, which may be updated periodically with or without advanced notice.

**2.54 Environmental Protection Agency or EPA**

“EPA” refers to the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

**2.55 Final Acceptance Letter**

A “Final Acceptance Letter” is evidence of the District’s acknowledgement that the Applicant has complied with all Final Acceptance requirements, including any repairs and/or replacements of faulty and/or defective materials and/or installation. Issuance of the Final Acceptance Letter ends the required Warranty Period.

**2.56 Flood-Level Rim**

The “Flood-Level Rim” is the edge of the receptacle from which liquid overflows.

**2.57 Floor Area**

For Connection Fee calculations, residential floor area is calculated on the gross square foot measurement to include the outside walls, unfinished areas, mechanical rooms, storage space, etc. and basements and attics over five (5') feet high. In multi-unit or mixed use facilities, Circulation Space is excluded.

**2.58 Garage**

A “Garage” is an accessory building or an accessory portion of a main building for private, residential use designed for shelter or storage of motor vehicles which are owned, and operated by the occupant of the main building. Habitable spaces within garages such as, offices, bathrooms, storage, mechanical rooms or other similar uses will be counted towards the property’s floor area for Connection Fee calculation.

**2.59 General Manager**

"General Manager" as used in these Rules and Regulations is the person authorized by the Board of Directors to manage, administer and supervise the affairs of the District.

**2.60 GIS**

"GIS" or "Geographical Information System" is a digital mapping system used by the District to track its Water and Wastewater infrastructure and related geospatial data.

**2.61 GPS**

"GPS" or "Global Positioning System" is an electronic device used to identify locations within the District.

**2.62 Hazard, Degree of**

The term is derived from an evaluation of the potential risk to public health and the adverse effect of the Hazard upon the Potable Water System as determined by the State of Colorado.

**2.63 Hazard, Health**

Any condition, device, or practice in the Water System or Services which creates, in the judgment of the District, an actual or potential danger to the health or well-being of a water consumer. An example of a Health Hazard is a structural defect, including Cross-Connections, in the Water System, or a direct connection of the Water System to a Wastewater System or any source of water or Contamination. The presence of any potential for a Health Hazard requires the installation of an Approved Backflow Device.

**2.64 Hazard, Plumbing**

A type of Cross-Connection that results from a fixture, fitting or connection in the Water System or Water Service that has not been properly protected by an air-gap separation, or an Approved Backflow Prevention Device. A Plumbing Hazard is deemed to be a Health Hazard.

**2.65 Hazard, Pollution**

An actual or potential threat to the physical properties of the water in the Water System which would constitute a nuisance or be aesthetically objectionable or cause damage to the Water System or its appurtenances, but would not be a threat to life or health as determined by the State of Colorado.



**2.66 Hazard, System**

An actual or potential threat of severe damage to the physical properties of the water in the Water System, such as Contamination which would have a protracted effect on the quality of the water in the Water System, caused by a Cross-Connection.

**2.67 Indirect Discharge or Discharge**

“Indirect Discharge” means the introduction of pollutants into the Sewer System from any non-domestic source regulated under these Pollutant Discharge Regulations and the Industrial Pretreatment Program.

**2.68 Industrial Fluids System**

Any system containing a contaminated fluid or solution in a form or concentration that would constitute a health, system, Pollution or Plumbing Hazard if introduced into the Water System. This may include, but is not be limited to: all types of process waters and "used waters" which may or may not have originated from the Water System, but the quality of which has deteriorated or has the potential to deteriorate to a level considered to be contaminated. Examples of industrial fluids and Industrial Fluid Systems include but are not limited to: chemicals in fluid form; plating acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; circulating heating waters or chemicals; natural waters such as from wells, springs, streams, rivers, lakes, dams, ponds, retention pits, irrigation canals or systems; oils, gases, glycerin, glycols, paraffin, caustic and acid solutions and other liquid and gaseous fluids used in industrial, fire-fighting or other purposes.

**2.69 Interference**

“Interference” is defined as a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the Sewer System, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the District’s Colorado Discharge Permit System (CDPS) permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

**2.70 Irrigation Account**

Irrigation Account service is defined as a separately metered service for a property not associated with a structure(s), which shall be subject to irrigation service rates.

**2.71 Isolation**

The control of a Cross-Connection within a building's plumbing system by the installation of an Approved Backflow Prevention Device or means or methods at the potential sources of Contamination.

**2.72 Landscape Sprinkler Account**

Landscape Sprinkler Account service means a separately metered water service for a property associated with a structure(s) for which Connection Fees have been paid. Examples include common area irrigation systems serving condominiums and townhomes.

**2.73 Land Use Authority**

A Land Use Authority (LUA) is a division of local government; county, towns, and special purpose districts that have been delegated legal authority by the state to adopt and administer land use regulations and local land use plans.

**2.74 Major Facility**

A Major Facility is any infrastructure determined to be critical to the District's mission to provide water and wastewater service to customers. Examples of Major Facilities include treatment facilities, raw water supplies, storage facilities, wells, pumping facilities, lift stations, pressure reducing valves (PRVs) and PRV Vaults and others as determined by the District.

**2.75 May**

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

**2.76 Mixed-Use Facility**

A "Mixed-Use Facility" is a structure containing one or more Residential Units, Accommodation Units, Efficiency Units or Studio Units, and one or more Commercial Units.

**2.77 Non-Potable Water**

Water that is not safe for human consumption or that does not meet the requirements set forth in the State of Colorado Primary Drinking Water Regulations.

**2.78 Pass Through**

“Pass Through” is defined as a discharge which exits the Wastewater Treatment Plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the District’s CDPS permit, including an increase in the magnitude or duration of a violation.

**2.79 Pollution – see Contamination**

**2.80 Potable Water**

Water that meets the regulatory standards of the Colorado Department of Public Health and Environment and the Environmental Protection Agency for drinking water.

**2.81 Preconstruction Conference**

A “Preconstruction Conference” is a mandatory meeting including the Applicant, Applicant’s contractor, excavator, engineer, and District Inspector during which materials, installation methods, and schedule for construction is discussed and agreed upon. The Preconstruction Conference will be scheduled a minimum of three (3) days after final approved plan submittal.

**2.82 Pretreatment Standard or Standards**

“Pretreatment Standards” shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

**2.83 Private Service Mains**

"Private Service Main" is any wastewater collector, or any water distribution main that is connected to the District system but not accepted for District ownership, operation, maintenance or repair. Generally, such an installation is designated as private because: (a) it does not conform to the specifications in these Rules and Regulations and the District’s Standard Specifications for Main Construction; (b) it is not in the best interest of the District to accept the Main because of special and/or mitigating circumstances; (c) legal title to the Main cannot be transferred free and clear to the District; or (d) the owner of the Main does not wish to convey the Main to the District. In order to protect the Public Water System, private water service mains must be isolated from the system via an approved backflow prevention device and metered via a master meter. Responsibility for operation, maintenance and repairs of private service mains is the

responsibility of the properties connecting to such main for service. Generally, private service mains are discouraged.

**2.84 Prohibited Discharge Standards or Prohibited Discharges**

“Prohibited Discharge Standards” or “Prohibited Discharges” are absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of Appendix F, Pretreatment Program Regulations.

**2.85 Public Use Facility**

“Public Use Facilities” include facilities operated by Eagle County, any municipality, a special district, schools, churches or other facilities designated for and open for use by the public.

**2.86 Reduced Pressure Principle Device, Reduced Pressure Zone Device (“RPZ”)**

An assembly of two independently operating Approved Check Valves with a hydraulic automatic operating differential relief valve between the two Check Valves. The assembly shall be located between two tightly closing (resilient seated) shut-off valves and have four properly located test cocks for the testing of the check and relief valves. The entire assembly shall be an Approved Backflow Prevention Device.

**2.87 Regulations Administrator**

The “Regulations Administrator” is an employee of the District authorized to perform duties as described in these Rules and Regulations.

**2.88 Residential Unit**

"Residential Unit" is a single dwelling unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. If areas within a structure or house are designed or arranged with the capability for occupancy that is independent of the rest of the household, that area is classified as a separate Residential Unit. Examples of a Residential Unit include but are not limited to: single family home, condominium, townhouse, duplex, multiplex, apartment, Efficiency, Studio Unit, lock-off, mobile home, etc. A Residential Unit up to 3,000 square feet in Floor Area is equal to 1.0 SFE. Larger units are considered to be equal to proportionately more SFEs. Refer to the definition of Single Family Equivalent (SFE).

**2.89 Rules and Regulations**

“Rules and Regulations” are these Rules and Regulations of the District as adopted and amended from time to time by the Board of Directors which state the policy and

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procedures by which the Water System and Wastewater System are operated and administered.

### **2.90 SCADA**

“SCADA” (Supervisory Control and Data Acquisition) is an industrial controls system used to monitor and operate the District’s Water or Wastewater Systems.

### **2.91 Sewer System**

Refer to “Wastewater System”.

### **2.92 Shall**

Whenever "shall" is used herein, it shall be construed as a mandatory direction.

### **2.93 Significant Industrial User**

A “Significant Industrial User” is:

A User subject to Categorical Pretreatment Standards; or

A User that:

- (a) Discharges an average of twenty-five thousand (25,000) gallons per day (gpd) or more of process wastewater to the Sewer System (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
- (b) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
- (c) Is designated as such by the District on the basis that it has a reasonable potential for adversely affecting the Wastewater Treatment Plants operation or for violating any Pretreatment Standard or requirement.

Upon a finding that a User meeting the above criteria has no reasonable potential for adversely affecting the Wastewater Treatment Plant’s operation or for violating any Pretreatment Standard or requirement, the District may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a significant industrial user.

### **2.94 Single Family Equivalent**

"Single Family Equivalent" (SFE) is a multiplier used to quantify the impact of a Customer’s use on the Water or Wastewater System. One SFE is approximately equal

to the impact of 2.3 persons occupying a Residential Unit. An SFE multiplier is determined for each Customer account. Refer to Appendix A, Schedule of Fees and Rates.

**2.95 Slug Load or Slug**

A “Slug Load” is any discharge at a flow rate or concentration which could cause a violation of the Prohibited Discharge Standards in Section 2.1 of Appendix F, Pretreatment Program regulations.

**2.96 Spring Line**

“Spring Line” is the point of maximum horizontal dimension when looking at an end cross section of a pipe.

**2.97 Stub Out**

"Stub Out" is a service line for the benefit of the development of a vacant lot which is connected to the Water or Wastewater System and ends at the property line, with an intent to facilitate the Connection of a Customer’s service line to the Water or Wastewater System.

**2.98 Submerged Inlet**

A water pipe or extension thereof from a Potable Water supply terminating below the flood level rim of a tank, vessel, fixture or appliance which may contain Non-Potable Water.

**2.99 Survey**

A “Survey” is conducted to assess customer compliance with the district’s Backflow Prevention and Cross Connection Control Program and may consist of a physical inspection or a questionnaire that the customer is required to complete and submit to the District within the specified timeframe.

**2.100 System Tampering**

“System Tampering” is any Customer’s misuse of, or damage to, the District’s Water or Wastewater System, or any violation of these Rules and Regulations, whether intentional or unintentional. System Tampering may include, but is not limited to: operation of the Water or Wastewater System, including the operation of valves or fire hydrants or obtaining access to facilities without prior written authorization of the District; breaking, connecting to, damaging, defacing, destroying, covering, uncovering, or changing the elevation of the ground surface around any portion of the District's Water System or Wastewater System; modifying any aspect of the Water System or Wastewater System that is not authorized by the District or brings the system out of

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compliance with these Rules and Regulations; opening or removing of manhole covers, hatches or security devices; the discharge of prohibited wastewater or substances into the Wastewater System; or any action that has the potential to compromise the water quality in the Water System. In addition to any fines or penalties that may be assessed by the District, the District may also bring a civil action for damages against any person for System Tampering as authorized by Article 7.5 of Title 40 of the Colorado Revised Statutes; and the District may also request criminal prosecution for any tampering with a water meter, C.R.S. §18-4.506.5.

### **2.101 System Tampering Fee**

The “System Tampering Fee” means a fee to cover the District’s staff and administrative costs related to System Tampering and to act as a deterrent to such activities, and may be charged in addition to other costs that may be recoverable by the District. Refer to Article III, Violator’s Liability.

### **2.102 Tap**

A "Tap" is the joining of a Water or Wastewater Service to the Water or Wastewater System, respectively, or a Private Service Main.

### **2.103 Tap Fee**

"Tap Fee" is the payment to the District for recovery of capital investments associated with major components of the Water System and/or Wastewater System. The Tap Fee assessment is based on the particular impact of the use being connected. As used in these Rules and Regulations, “Tap Fee” may also include the Water System Impact Fee payable to the Upper Eagle Regional Water Authority, and Treated Water Storage Fees, if applicable. Refer to Appendix A, Schedule of Fees and Rates.

### **2.104 Temporary Water Service**

“Temporary Water Service” is Water Service to a property prior to the payment of Tap Fees by a Customer. Refer to Article IV, Temporary Water Service. Tap fees must be paid prior to turning on permanent water service.

### **2.105 Tie-in**

Refers to the physical act of connecting a main line extension to the existing system.

### **2.106 Tiered Rate Structure**

A "Tiered Rate Structure" is a billing method for Water Service whereby the rate charged per thousand gallons of metered usage becomes progressively more expensive as more water is used.

**2.107 Treated Water Storage Fee**

A “Treated Water Storage Fee” is the payment to the District for recovery of capital investments associated with providing the treated water storage component of the Water System, and is made instead of the dedication to the District of a treated water storage tank. The Treated Water Storage Fee is based on the particular impact of the facility being connected. Refer to Appendix A, Schedule of Fees and Rates.

**2.108 Turn-On and Turn-Off**

The terms “Turn-On” and “Turn-Off” shall mean the manual turning of a Water Service valve to either allow water from the Water System to flow freely through the Water Service for the use documented in the New Account Application (Turn-On) or to preclude the free flow of water through the Water Service (Turn-Off). These terms do not apply to temporary water service as provided in Article IV, Temporary Water Service.

**2.109 Unauthorized Use**

“Unauthorized Use” of the District’s Water or Wastewater System by a Customer includes but is not limited to: a change or addition to a Customer’s equipment, service, use or property not stated on the Customer’s New Account Application that increases the Customer’s impact to the Water or Wastewater System; unauthorized Turn-On or Turn-Off of a Water Service or operation of a Water Main to accomplish the same; use of the Customer’s service that negatively impacts the District’s Water or Wastewater Systems such as backflow to the Water System; discharge of unauthorized materials or Inflow of rainwater or infiltration of groundwater to the Wastewater System; or unmetered water use. Refer to Article IV, Unauthorized Use.

**2.110 Usage Rate**

The “Usage Rate” is a billing rate, specific to a Customer’s metered use from the Water or Wastewater System, that when applied to the Customer’s metered use, results in a portion of the Charge due from the Customer to the District.

**2.111 User or Industrial User**

A “User” or “Industrial User” is a source of Indirect Discharge.

**2.112 Vacuum**

A Vacuum Breaker consisting of an air inlet opening and a non-loaded floating check disk valve designed to prevent Back Siphonage only. The device shall not be subjected to continuous static line pressure or backpressure or be installed where it would be under pressure for more than 12 continuous hours.



### **2.113 Vacuum Breaker, Pressure Type**

A Vacuum Breaker, designed to prevent Back Siphonage only, consisting of a spring-loaded Check Valve, a spring-loaded air inlet opening, a tightly closing shut off valve on each side of the device and two (2) appropriately located test cocks. The device shall not be subjected to backpressure. The entire assembly shall be an Approved Backflow Prevention Device.

### **2.114 Variance**

A “Variance” is the written authorization from the District to act in a manner not in strict compliance with the District’s Standard Specifications for Construction, Rules and Regulations, or policies. A Variance may be granted by the Construction Review Team on the basis of unusual conditions or unique circumstances based upon the following criteria:

- The granting of a Variance will not constitute a grant of special privilege;
- The granting of a Variance will not be detrimental to public health, safety, or welfare or injurious to other properties or improvements;
- There are exceptional or extraordinary conditions applicable to the site for which the variance is requested;
- There are pre-existing conditions causing undue hardship;
- Cost or inconvenience shall not be considered in granting a Variance; and
- The Applicant has exhausted all efforts to comply with the Specifications

The Applicant shall accompany a connection application with a written letter stating the need for the Variance and how it meets the above listed criteria and the complete legal description of the property for which the Variance is requested. If granted, a copy of the Variance shall be recorded by the District in the records of the Clerk and Recorder of Eagle County, Colorado.

### **2.115 Warranty Period**

“Warranty Period” is the period not less than two (2) years from the date of the Construction Acceptance Letter as issued by the District for any Work. The Warranty Period shall not start until Drawings of Record, recorded easement documents, project cost documents, and Bill of Sale, have been completed, and are received and approved by the District. The Applicant shall furnish to the District a warranty, secured by a surety bond, if requested by the District for all Work, material, services and equipment, and the cost thereof, or for the satisfactory repair or replacement of faulty or improper installation, or improper handling of materials(s) and/or equipment provided by the Applicant. Any repair made on any component constructed and/or installed by the Applicant may, at the sole discretion of the District, extend the Warranty Period.

**2.116 Wastewater Main**

A "Wastewater Main" or "Main" is any collector or interceptor pipe used as a conduit for conveyance of wastewater in the District's Wastewater Collection System that is owned and maintained by the District.

**2.117 Wastewater Service**

A "Wastewater Service" or "Service" is any pipe or conduit used to provide Wastewater Service from the place where the wastewater is generated to the Wastewater Collection System, including all appurtenant fittings and bedding materials. Maintenance, repair or replacement of the Wastewater Service is the sole responsibility of the Applicant or Customer.

**2.118 Wastewater Treatment Plant**

"Wastewater Treatment Plant" refers to that portion of the Sewer System which is designed to provide treatment of municipal sewage and industrial waste.

**2.119 Wastewater System**

"Wastewater System" is any network of wastewater collection or interceptor mains, wastewater treatment facilities, appurtenances, accessories, or portion thereof, owned and maintained by the District.

**2.120 Water Main**

"Water Main" or "Main" is any distribution or transmission pipe used as a conduit for water, connected to the District's Water System and owned and maintained by the District.

**2.121 Water Meter**

"Water Meter" is a measuring device installed on a Water Service. The Water Meter includes the meter and all the appurtenances necessary to connect it to the Water Service.

**2.122 Water Service**

"Water Service" or "Service" means any pipe or conduit and related fittings used to convey water to a place of use from a Water Main whether the pipe or conduit is connected to provide service or not; the Connection to the Water Main; and the bedding materials of the pipe or conduit; curb stop, shut off valves; pressure reducing valves; meters; and backflow prevention devices located between the Water Main and the shut off valve installed on the downstream side of the backflow prevention device. Maintenance, repair or replacement of the Water Service is the sole responsibility of the Applicant or Customer. As it relates to backflow surveys, per Colorado Department of Public Health and Environment guidelines, Backflow

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Prevention Cross Connection Control Regulation 11.39, Policy 7, Definition of Single Dwelling means supplied by a separate service line.

### **2.123 Water System**

"Water System" is any network of water distribution or transmission mains, storage tanks or reservoirs, water treatment facilities, appurtenances, accessories, or portion thereof owned and operated by the District.

### **2.124 Water System Impact Fee**

"Water System Impact Fee" (WSIF) is the fee paid to the Upper Eagle Regional Water Authority for recovery of capital investments associated with major components of the Water System. The assessment is based on the particular impact to the capacity of the Water System of the facility being connected. Refer to Appendix A, Schedule of Fees and Rates.

### **2.125 Work**

As applicable, "Work" is any construction activity on, above, in or around the Water or Wastewater Systems or Water or Wastewater Service/Connection, or the construction, installation, modification and/or abandonment described in the approved engineering drawings and submittals by the Construction Plan Approval Letter, and any approved amendments thereto. Applicant is responsible for conformance with the approved plans and all requirements of these Rules and Regulations.

### **2.126 Any Other Term**

Any other term not herein defined shall be as defined or typically used in the water and wastewater utility industry by the American Water Works Association (AWWA), the Water Environment Federation (WEF) or the U.S. Environmental Protection Agency (USEPA). The use of singular may also refer to plural. The use of the masculine gender includes the feminine and neuter genders.



## ARTICLE III - OWNERSHIP AND LIABILITY

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### **3.1 Liability of District**

The District is subject to and avails itself of the provisions contained within the Colorado Governmental Immunity Act, which provisions cannot be waived in whole or in part without the express approval of the District's Board of Directors.

### **3.2 Compliance with Industrial Pretreatment Requirements**

The District has the authority to require all Customers to comply with the Pollutant Discharge Regulations and the Industrial Pretreatment Program and any other applicable law, to require compliance with pretreatment standards; to require monitoring and reporting; to issue notices of violation, compliance orders, cease and desist orders, and, emergency suspensions; to assess a System Tampering fine; to recover costs in accordance with Article III, Violator's Liability and Appendix F; and to seek judicial remedies for any uses as allowed under the Pollutant Discharge Regulations and Industrial Pretreatment Program. The Pollutant Discharge Regulations and Industrial Pretreatment Program are incorporated and adopted as Appendix E of these Rules and Regulations.

### **3.3 Ownership of Facilities**

All existing mains and treatment works connected with and forming an integral part of the Water and Wastewater System are the property of the District, unless a specific legal contract with a Customer provides otherwise or the District declined to accept, or has not yet accepted, the Main or treatment works for ownership. Private ownership remains valid regardless of whether the District operates, maintains, finances, or constructs all or a portion of the facilities owned by private parties. Transfer of ownership of the Main and treatment works to the District shall be in accordance with the requirements set forth in these Rules and Regulations.

In order to protect the Public Water System, private water service mains must be isolated from the system via an approved backflow prevention device and metered via a master meter. The properties connecting to such private service mains for service are responsible for operation, maintenance and repairs. Generally, private service mains are discouraged.

### **3.4 Water Service**

A Water Service is owned and maintained by the District from the Tap on the District Water Main up to the property line, edge of easement, or curb stop valve, whichever is closer to the Water Main. The Customer owns and is responsible for the maintenance of the curb stop valve and the remaining portion of the Water Service serving the property. If the Water Service is tapped to a Private Main, the Customer shall own and maintain the Water Service from the Tap on the Water Main and extending to the entire

remaining portion of the Water Service serving the property. The District may construct, finance, repair, maintain, and otherwise affect the Customer's Water Service which actions shall not change these principals of ownership.

The Customer shall be liable for the cost of any damage to its property in the case of a leak in, or freezing of, its portion of the Water Service. The Customer is liable for any damage to its property caused by fluctuations in water pressure in the Water System, including damage to the Customer's portion of the Water Service, the District's Water Meter, the Customer's plumbing system, fire suppression system or property.

### **3.5 Water Meter**

The Water Meter provided by the District for the Customer's Water Service is the property of the District. Following the initial installation and inspection of the Water Meter, the Customer shall not disconnect, bypass, remove, replace, repair, relocate or otherwise modify the District's meter. Any such activities may be considered System Tampering and the Customer may then be subject to the provisions of Article III, Violator's Liability. If any inaccuracy is suspected of the Water Meter to be due to a broken or defective meter, the District will repair or replace the meter at the District's expense. The Customer is liable for the District's cost to repair or replace the District's meter if the meter is damaged due to action or negligence of the Customer, including freezing of the meter or damage due to pressure fluctuations in the District's Water System.

### **3.6 Wastewater Services**

The Customer owns and is responsible for the maintenance of its Wastewater Service from the Wastewater Main to the Customer's structure, including any tapping saddle on the Wastewater Main. The District may inspect, construct, finance, repair, maintain, or otherwise affect the Customer's Wastewater Service which actions shall not change these principals of ownership.

The Customer shall be liable for the cost of any damages to its property in the case of a blockage or defect in its portion of the Wastewater service.

If the District determines through any means that a Customer's Wastewater Service is found to contain Prohibited Discharges, as defined in Section 2.85, Prohibited Discharges, the Customer shall be liable for the costs incurred by the District to remedy the situation. Refer to Section 3.10, Violator's Liability.

### **3.7 Lift Stations**

A Wastewater lift station associated with a Customer's Wastewater Service shall be the property of the Customer(s) served by such lift station. Maintenance of such lift station is the sole responsibility of Customer(s) and shall not be the responsibility of the District.

**3.8 Existence of Rights-of-Way and Easements**

- (a) The District claims an easement for location of and access to all portions of the Water System and Wastewater System, now or hereafter existing, on, over and in the lands on which the facilities are actually located, whether or not the facilities are located within a recorded easement or other right-of-way.
- (b) As a condition of service, each Customer and any other person otherwise receiving and accepting service from a Water Service and/or a Wastewater Service connected to a Water Main or Wastewater Main is deemed to have granted to the District a perpetual easement over the portion of the Customer's property on which any portion of the Water System and/or the Wastewater System is located, regardless of whether such facility is located within a recorded easement or other right-of-way.
- (c) As a condition of service, all Customers or any other person otherwise receiving and accepting service from a Water Service and/or a Wastewater Service is deemed to have irrevocably consented to the location of any water or wastewater facilities located on such person's property and shall be deemed to have waived any and all claims against the District, including without limitation any claim for trespass, nuisance, or eviction, and any remedies at law or in equity.
- (d) The rights provided hereunder shall include the right of the District to reasonably access water or wastewater facilities for any District purpose, including without limitation for the purpose of inspecting, monitoring, testing, constructing, installing, excavating, renovating, expanding, repairing, re-purposing, or replacing such facilities.
- (e) Prescriptive rights cannot be acquired against the District. If a property owner encroaches upon a District Easement or right-of-way, no property interest shall be acquired which is adverse to the District regardless of the duration of the encroachments.
- (f) Easements must remain free and clear of any structures or landscaping and have an area of grade and slope that is accessible to District equipment unless an approved easement encroachment agreement has been recorded in the Office of the Clerk and Recorder of Eagle County, Colorado. Payment for the removal and replacement of structures and/or landscaping within the easement that occurs during work performed by the District is the responsibility of the customer.
- (g) Certain projects may require the installation of temporary soil nails, tiebacks, or similar earth retention fixtures. The installation of such fixtures are strictly prohibited in District easements above any water or sewer main. The installation of such fixtures below District water or sewer mains may be permitted with an

easement encroachment agreement. The applicant may be permitted to install such structures if the following requirements can be met:

- The applicant must prove extenuating circumstances that preclude using other methods of soil retention or stabilization
- The earth retention fixture is sacrificial and can be removed
- The earth retention fixture provides a public benefit

### **3.9 Conditions of Ownership**

The Customer's ownership of a Water or Wastewater Service shall not entitle the Customer to make Unauthorized Uses of the District's Water or Wastewater Systems or to make alterations to the Water or Wastewater Service or the Water or Wastewater Systems without District approval.

All uses of the Water or Wastewater Service, or changes in use of the Service at any time after the initial Connection to the District's Water or Wastewater Systems shall be subject to these Rules and Regulations. When any change in use or modification to an existing Water or Wastewater Service is made, the District may require that all portions of the Water or Wastewater Service, including but not limited to the; Water Meter, meter pit, curb stop or access to Water or Wastewater Services or the Water or Wastewater System which District personnel may be required to operate in the performance of their duties, shall be in full compliance with these Rules and Regulations.

### **3.10 Violator's Liability**

Any Customer found to have engaged in System Tampering will be charged a System Tampering Fee by the District (refer to Article VI, Unauthorized Operation of Water and Wastewater System and Appendix A, Schedule of Fees and Rates). Any person causing damage to the District's Water or Wastewater System by misuse, negligence, or other action, shall be liable for the cost of repair including any study, investigation, or consultant fees incurred. If such violation or damage is in connection with service to a specific property, then such costs shall constitute a lien upon the property as allowed by Colorado law. Any person not a Customer of the District found to have tampered with the District's Water or Wastewater System may be prosecuted to the full extent allowed under Colorado law; see Article II, System Tampering. Actions of a Contractor or third-party on the property of a Customer are the responsibility of the Customer.

Any Customer violating any of the provisions of these Rules and Regulations shall become liable to the District for payment of any fees or costs to the District due for unauthorized service, expense, loss, or damage including attorney fees for enforcement action, occasioned by reason of such violation and may be subject to possible disconnection or suspension of Water Service.



## **ARTICLE IV - AUTHORIZATION TO CONNECT TO WATER & WASTEWATER SYSTEMS**

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### **4.1 Service Areas**

#### **4.1.1 Service within the Eagle River Water & Sanitation District:**

Water or Wastewater Service will be furnished in accordance with these Rules and Regulations to property legally included within the Eagle River Water and Sanitation District and subject to the Rules and Regulations of and taxation by the Eagle River Water and Sanitation District. A decision by the District to furnish service is also subject to consideration of impacts to existing Customers. Properties located outside the jurisdictional boundaries of the Eagle River Water and Sanitation District may be served by contract with the approval of the Board of Directors.

#### **4.1.2 Service within the Upper Eagle Regional Water Authority:**

Water Service will be furnished in accordance with these Rules and Regulations to property legally included within the jurisdictional boundaries of the member Districts or the Town of Avon, subject to taxation by those entities and subject to these Rules and Regulations of the Upper Eagle Regional Water Authority. A decision by the Upper Regional Water Authority to furnish service is also subject to consideration of impacts to existing Customers.

#### **4.1.3 Including Property into the Eagle River Water & Sanitation District:**

Properties to be provided Water or Wastewater Service by the Eagle River Water and Sanitation District must be included into the District service area for Water or Wastewater Service unless contract service is provided for outside the District's service area. Customers who desire service and whose property is both within and outside the District's service area must include all of the property which is capable of being served by the District's facilities. A petition for inclusion shall be filed with the Board requesting that such property be included in the District, on its standard form, by the fee owner or owners of the property to be included, accompanied by a nonrefundable inclusion fee for legal and consultant fees and the estimated cost of processing the petition for inclusion. Any additional costs or legal and consultant fees incurred by the District in excess of the inclusion fee as provided for herein shall be assessed and paid by the Customer prior to approval of inclusion by the Board of Directors. Refer to Appendix A, Schedule of Fees and Rates for the Inclusion fee. The District Board shall hear the petition at a public meeting after publication of notice of the filing of such petition, the place, time, and date of such meeting, the names and addresses of the petitioners, and notice that all persons interested shall appear at such time and place and show cause in writing why the petition should not be granted.

After a property is included into the service area of the Eagle River Water and Sanitation District, a certified copy of the Order of Inclusion entered by the District Court

shall be recorded and a copy will be provided to the Customer. Refer to Article VIII, Development Approval Process.

#### **4.2 Water Rights Dedication Requirement**

Customers proposing new development, re-development or change of use of existing development may be required to dedicate water rights sufficient to serve the proposed uses. All District policies regarding water rights dedication must be followed. Refer to Article VIII, Water Rights Dedication Analysis and Article X, Water Rights Dedication Requirement.

The Customer shall be responsible for any and all costs for staff time, legal consultants, engineering consultants, or other expenses that may be incurred by the District to analyze water rights and the physical water facility needs of the proposed development, redevelopment or change in use, and to evaluate or adjudicate any augmentation plan or other water court application. These costs are separate and distinct from any other fees and rates that may be applicable. Prior to any review or analysis, the Customer shall deposit with the District an amount sufficient to reimburse the District for such costs (refer to Appendix A, Schedule of Fees and Rates). Additional funds may be required for some reviews. Deposited amounts in excess of the costs incurred for the analysis will be refunded.

The District maintains and frequently updates various water planning documents; however, unless expressly noted in any such document, no water planning documents shall be deemed to constitute a "water supply plan" as described under Section 29-20-304(3), C.R.S.

##### **4.2.1 Property in the Upper Eagle Regional Water Authority Service Area**

Any request for Water Service for properties newly included into the Upper Eagle Regional Water Authority's service area or for new or expanded water use for a property located within the service area of the Upper Eagle Regional Water Authority that is not included in, or adequately served by, a plan for water augmentation currently available to the Upper Eagle Regional Water Authority, shall be subject to the Authority's Water Dedication Policies.

##### **4.2.2 Property in the Eagle River Water & Sanitation District Service Area**

Any request for Water Service for properties newly included into the Eagle River Water & Sanitation District's service area or for new or expanded water use for a property located within the service area of the Eagle River Water & Sanitation District that is not included in, or adequately served by, a plan for water augmentation shall be subject to the District's Water Dedication Policies.

### **4.3 Ability to Serve Letter**

Refer to Article VIII-Development Approval Process

### **4.4 Infrastructure Acceptance Process**

Extensions, modifications or abandonments of, Connections to the Water or Wastewater Systems, or the completion by the District of any Major Facilities must be approved through the District's Infrastructure Acceptance Process. The Infrastructure Acceptance Process consists of:

- (a) Construction Plan Approval,
- (b) Construction Acceptance, and
- (c) Final Acceptance,

This is described further in Article IX Infrastructure Acceptance Process of these Rules and Regulations.

### **4.5 Connection to Water and Wastewater System**

#### **4.5.1 Connections per Account**

Only one Water Connection and one Wastewater Connection may be made per account per service line.

#### **4.5.2 District Approval Required**

Connection shall be made only with District permission. District permission shall not be granted until the following requirements have been met:

- (a) Inclusion or Operations Agreement
- (b) Water Rights Dedication or Cash-in-lieu of Water Rights Dedication has been approved;
- (c) Construction Acceptance, for the Main Extension to which Connection is proposed, has been granted;
- (d) A building permit for the use related to the proposed Connection has been granted by the appropriate Land Use Authority;
- (e) The Customer has submitted a complete and accurate New Account Application, to include irrigation and landscaping plans;

- (f) All required District inspections and field approvals have been obtained; and
- (g) All applicable Connection Fees and any outstanding fees, as determined by the District, have been paid.

Permission to Connect is evidenced by acceptance of payment of Connection Fees by the District.

#### **4.5.3 New Account Application**

Application for Water and/or Wastewater Service, or a change in use or expansion of such service, must be made to the District using the New Account Application. All information requested on the application form must be provided. The District will verify compliance with all applicable requirements, calculate Connection Fees, and generate a Connection Fee invoice for the Customer.

#### **4.5.4 Availability of Service Letter**

In lieu of providing a receipt for the payment of tap fees or impact fees, a customer requesting new service may be required to submit an Availability of Service Letter to a LUA for a building permit submittal to demonstrate that water and wastewater mains are within the vicinity of the property and that water and wastewater service will be provided to the property upon payment of any applicable tap fees or impact fees.

#### **4.5.5 Meter Sizing**

The water meter size, type and manufacturer shall be determined by the District, based on the proposed water use and water flow demand.

#### **4.5.6 Connection Fees**

Connection Fees are impact fees that compensate the District for the cost of serving the Customer's water use and/or wastewater collection. Connection Fees may include:

- Water and/or Wastewater Tap Fees
- Water System Impact Fee
- Treated Water Storage Fee
- Meter Fee
- Inspection and other Service Fees

In addition, the District may collect Tap Fees due to other associated entities. The fees due from the Customer at the time of Connection will be calculated by the District. All fees due must be paid by the Customer and accepted by the District before water service will be Turned-On. Refer to Appendix A, Schedule of Fees and Rates.

#### **4.5.7 Treated Water Storage Requirement**

The District requires any Customers owning property upon which new development or re-development is proposed, which is located within the District's service area, and which will result in an increase in water use or new water use greater than the water use of the existing development to mitigate the impact of the water use on the water storage capacity of the District. Such mitigation may include development of new storage facilities funded by the developer in addition to the payment of the WSIF by customers establishing new service.

#### **4.5.8 Water Meter Fee**

The Water Meter Fee is determined by the cost of the Water Meter specified by the District for the Customer's proposed water use. Refer to Appendix A, Schedule of Fees and Rates.

#### **4.5.9 Disputes**

If a dispute arises between the District and a Customer regarding the calculation of Connection Fees or the nature and use of a development as they apply to Appendix A, the dispute shall be resolved in accordance with Article VII, Hearing, Settlement and Appeal Procedures.

#### **4.5.10 Abandonment of Service**

When a service is abandoned permanently, the District will make a determination of the status of the Tap Fees, monthly base service fees for Water and Wastewater Service, and the disconnection of the Water and Wastewater Service Connections. A written request to abandon service is required from the property owner. The Customer is required to cap the Water or Wastewater Service at the corporation stop for water and at the Main for wastewater. If the Customer fails to disconnect services as required and at the Customer's cost, the District may perform the work and bill the Customer for costs incurred. Any fees or costs incurred by the District related to the abandonment of service shall be charged to the Customer and, if not paid when due, such fees or costs shall constitute a perpetual lien on and against the property previously served.

#### **4.5.11 Prepaid Fees**

Estimated Connection Fees may be paid at any time in advance of Connection, in which case the initiation of billing of monthly Debt Service Fees shall occur. Once a pre-paid Connection Fee is paid, no refund of the Connection Fee will be made.

#### **4.5.12 Additional Assessment of Fees**

A New Account Application shall be submitted to the District by the Customer for an expanded use of an existing Connection within thirty (30) days of the issuance of a

## ARTICLE IV – AUTHORIZATION TO CONNECT TO WATER & WASTEWATER SYSTEM

building permit for the associated expanded facilities by the applicable Land Use Authority. The Customer shall pay all additional Connection Fees within (30) days of the date of the Connection Fee invoices.

If an expanded use, which in the opinion of the District increases the impact to the District's Water or Wastewater System by the Customer (Unauthorized Use), is discovered by the District, or should any information disclosed on a New Account Application prove at any time to be inaccurate, or should the Customer be found to have omitted any relevant information, the District shall have the right to:

- (a) Require that the Customer submit a New Account Application within twenty (20) days of the discovery of the expanded use, inaccuracy or omission;
- (b) Assess additional Connection Fees above originally invoiced fees at the rate current at the time the New Account Application for the expanded use is re-submitted;
- (c) Disconnect the service to the property served by the account;
- (d) Back-charge the Customer for monthly Base Service, Debt Service, or Usage Rates due;
- (e) Charge other fees or interest as provided for in these Rules and Regulations; and/or
- (f) Make a determination that the expansion of use, inaccuracy or omission is System Tampering and pursue any actions against the Customer as provided for in these Rules and Regulations.

Should the metered water use exceed the amount of water use appropriate for the meter size, the District may require the installation of the correctly-sized meter, as determined by the District. Other adjustments to the Customer account needed to bring the account into compliance with these Rules and Regulations shall be made.

If a recalculation of fees results in the conclusion that the Connection Fees or service fees, if assessed currently, would be in an amount less than the original Connection Fees or service fees paid, no refund shall be made to the Customer.

### **4.5.13 Transfer of Connection Fees**

Any approval of a request for a transfer of Connection Fees shall be at the sole discretion of the District. No Connection Fee paid on behalf of one property, or any portion thereof, may be transferred to any other property unless the following conditions are met:

## ARTICLE IV – AUTHORIZATION TO CONNECT TO WATER & WASTEWATER SYSTEM

- (a) The request to transfer Connection Fees shall be made in writing;
- (b) The Customer requesting the transfer is the owner of the property for which the Connection Fees, or portion thereof, have been paid and the owner of the property to which the transfer of the Connection Fees, or portion thereof, is being requested. Both properties must be within the service area of the entity that received the original Connection Fees;
- (c) The Customer requesting the transfer has no outstanding unpaid accounts with the District;
- (d) The property to which the Connection Fees initially applied has never been connected to the District's system; or, service to the original property is permanently rescinded.
- (e) The Customer requesting the transfer shall pay to the District the difference between the Connection Fees originally paid and proposed to be transferred, and the Connection Fees assessed on the property to which Connection Fees are requested to be transferred, at rates in effect at the time of the transfer. In no event shall the District make a refund. In the event a Customer transfers only a portion of the total sum previously paid as Connection Fees, the Customer shall retain the remaining Connection Fees on the original property.

Notwithstanding the foregoing, a transfer shall not be authorized if it otherwise conflicts with any District policy, bond covenant or other obligation.

### **4.5.14 Tap Fee Deferral**

A Customer owning property intended to serve as affordable housing, benefiting both local employers and employees, or a Public Use Facility, such as a school, church or recreational facility, may submit a request for the deferral of the payment of Tap Fees to the Board of Directors. Approval of a request for deferred payment shall be at the sole discretion of the District. Deferred payment plans shall conform to the following:

- (a) Affordable housing units and public use facilities may be eligible for deferred payment of water and wastewater Tap Fees, but not a waiver of such fees. In this section of these Rules and Regulations, Tap Fees shall mean water and wastewater Tap Fees for the District and Water System Impact Fees for the Authority, and shall not include other Connection fees such as the Treated Water Storage Fee;
- (b) Any such deferral of water and wastewater Tap Fees shall be made through payments which are amortized over a period of up to ten years, based upon a straight-line amortization of equal principal payments; and

- (c) All such payments shall be assessed an interest rate deemed by the District to be reasonable in the market at the time the deferral is granted. Annual payments of principal shall include all accrued interest applied to the balance due based on the agreed upon rate.

#### **4.5.15 Expansion of Pre-1987 Residential Units**

Customers owning Residential Units within the Eagle River Water & Sanitation District Service Area for which Connection Fees were paid prior to January 1, 1987 will be allowed to expand the gross square footage of the Residential Unit up to a total of 3,000 square feet without the assessment of additional Connection Fees. Any additional square footage added above a total of 3,000 square feet will require the payment of additional Connection Fees. The additional square footage allowed without the payment of Connection Fees applies to the original Residential Unit only and may not be applied to another Residential Unit.

#### **4.5.16 Temporary Water Service**

Connection to the Water System for the use of water for construction or other uses prior to the beginning of regular monthly billing, requires complete compliance with Article IV, Connection to Water or Wastewater System, and all of its sub-sections, is limited to a period of six months and shall not extend beyond the date of any temporary certificate of occupancy, issued by the Land Use Authority. When the Temporary Water Service period ends, regular monthly billing of Water and Wastewater Base Service, Debt Service and Usage rates will begin.

Wastewater Connection shall be made prior to Water Service Turn-On.

#### **4.5.17 Temporary Suspension of Service**

A Customer may request a Temporary Suspension of Service to an account if the property has been; demolished, destroyed, condemned, or moved and a physical disconnection (Air Gap) of the Water Service from the Water Main or downstream of the curb stop has been verified by a District Inspector. Such disconnection (Air Gap) must continue throughout the period of suspension. The Customer will be billed Temporary/ Suspended Service Rates monthly for the entire period of suspension, to maintain the approval to Connect.

Before reconnection may occur (closing of the Air Gap), the Customer is required to submit a New Account Application and obtain District permission to Connect.

#### **4.5.18 Unauthorized Use**

No Customer shall affect or have an Unauthorized Use of the Water and/or Wastewater System. Refer to Article II, Unauthorized Use. Upon the discovery of any Unauthorized Use, the District may make a determination that such use is subject to the same



provisions as expansion of use discovered by the District and the Customer shall then be subject to the provisions of Article IV, Additional Assessment of Fees. Any Unauthorized Use, once discovered, shall be paid for at the same rate as if that use had been authorized.

#### **4.5.19 Fire Suppression Systems**

If a fire suppression system is to be used, a plan of the fire suppression system approved by the appropriate fire protection authority is to be submitted to the District with the New Account Application. The fire suppression service and domestic water service shall be designed as required by the local fire authority. All fire suppression systems shall meet National Fire Protection Association (NFPA) requirements and additionally shall meet the requirements of all applicable municipal, county, and state building and fire protection codes. All fire suppression systems shall be protected from fluctuating Water Main pressures by a pressure-reducing valve.

As dictated by the State of Colorado, all fire suppression systems shall be equipped with a backflow prevention device appropriate to the degree of hazard present on the site. Refer to Appendix G, Backflow Prevention and Cross Connection Control Program.

#### **4.5.20 Landscape Irrigation Accounts**

Landscape Irrigation Accounts are specific to outdoor water use metered separately from indoor use on the premises. Irrigation water use for residential developments is usually combined with the Customer's total water use at the property unless a separate meter is requested to meter landscape irrigation at the property. There are two types of Landscape Irrigation Accounts:

- (a) ***Landscape Sprinkler Account*** – is for outdoor metered water use associated with a structure. The District, upon approval of a New Account Application, will authorize a Water Service Connection without payment of a separate Tap Fee for the Landscape Sprinkler Account. All other Connection Fees and rates for the associated structure, however, must be paid, and requirements met prior to authorization of the Connection for the Landscape Sprinkler Account. For Landscape Sprinkler Accounts, the Tap Fee is paid as part of Tap Fees paid for the related structures.
  
- (b) ***Irrigation Account*** – is for outdoor metered water use from a stand-alone irrigation system, not associated with a structure. The District, upon approval of a New Account Application, will authorize a Water Service Connection for the Irrigation Account. All other requirements shall be met prior to authorization of the Connection for the Irrigation Account. Water usage for the Irrigation Account is, however, subject to the Irrigation Water Usage Rate. See Appendix A Schedule of Fees and Rates.

**4.5.21 Winter Connection**

During the winter months (October 15 to April 15), Connections will be made at the District's sole discretion. The Connection location shall be heated or otherwise protected from freezing.

## **ARTICLE V – BILLING FOR WATER AND WASTEWATER SERVICE**

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### **5.1 Authorization and Applicability**

The information contained in this Article applies to all rates and fees of whatever nature to be levied for the provision of Water and Wastewater Services. The rates and fees for Water and Wastewater Services are set forth in Appendix A, Schedule of Fees and Rates.

### **5.2 Application of this Article**

The rates, fees, and other requirements described in these Rules and Regulations apply to Customers inside and outside the District, but shall not obligate the District with respect to services provided outside the District boundaries.

### **5.3 New Accounts**

At the time the District grants permission to a Customer to Connect, the District will create one Customer account per water meter. Unless otherwise designated, the Customer responsible for the meter, the account, and payment of any fees associated with service to the property, shall be the owner of the property served by the Water or Wastewater System.

The District will issue only one monthly service bill per Customer account. For any Customer account which serves more than one Residential Unit, the responsible party for water and wastewater bills shall be designated at the time the account is established. The designated responsible party may be a person, or a condominium or homeowners' association. As a courtesy, the District will provide a copy of a Customer bill, upon request of the Customer or designated responsible party, to another party such as a renter. However, the responsibility for payment remains with the Customer or designated responsible party.

### **5.4 Payment**

Payment of any Charge due to the District shall be made within 30 days of the billing date, using U.S. currency. Accepted methods of payment include cash, check, credit card or debit card. Payments made later than 30 days after the billing date are subject to additional charges. Refer to Appendix A, Schedule of Fees and Rates.

### **5.5 Monthly Billing**

Once service and billing to the Customer has been initiated, any Charge due from the Customer to the District will be billed on the Customer's monthly bill.

### **5.6 Base Service, Debt Service and Usage Rates**

Base Service and Debt Service for Water and Wastewater Services is billed monthly, in arrears, from the date of the prior month's meter read to the date of the current month's meter read, and are calculated by applying the applicable Base Service and Debt Service Rates to the SFE multiplier associated with the Customer account.

For Water Service, the monthly Charge is calculated by applying the Usage Rate to the amount of water used. In an effort to encourage efficient water use, the District employs a Tiered Rate Structure whereby the Usage Rate increases as more water is used. The water usage allowance per Tier increases for a property per the SFE multiplier associated with the Customer account.

For Wastewater Service, the monthly Charge during the winter months (the January through April billing periods) is calculated by applying the wastewater Usage Rate to the amount of water used. The monthly wastewater Charge for the remaining eight monthly billing periods of the year is calculated by applying the wastewater Usage Rate to the average amount of water that was used per month during the winter months billing periods.

The monthly Charge calculated by Base Service Rate, Debt Service Rate and Usage Rate is initiated when the Water Meter is set and Water Service is turned on to the Customer's property by District personnel.

### **5.7 Charges Related to Turn-On and Turn-Off of Service**

The Monthly Charge calculated by Base Service Rate and Debt Service Rate do not cease when a water Turn-Off occurs. Payment of all charges due to the District is required in full prior to Turn-On of Water Service. Where Turn-Off of Water Service is the result of non-payment of charges or non-compliance with these Rules and Regulations, a fee will be charged to the Customer for the Turn-On and Turn-Off of service.

### **5.8 Billing Errors**

If the Customer believes the billing statement is in error, the Customer must file, in writing, a notice to the District of the presumed error, and request a review of the billing statement by the District. However, such notice by the Customer shall not constitute sufficient reason for withholding payment of fees due. Upon review by the District, and any revision of the billing statement, any additional fees due from the Customer shall be paid no later than thirty (30) days from the date of the revised billing statement. Any refund due to the Customer will be credited on a subsequent monthly billing statement.

**5.9 Fees for Unauthorized Use**

Any Unauthorized Use shall be paid for at the same rate as if that use had been authorized. Unauthorized Use or Connection will be subject to Article IV, Additional Assessment of Fees and Article III, Violator’s Liability.

**5.10 Fee for Non-Compliance**

If a Customer’s service or water use is determined by the District to be not in compliance with these Rules and Regulations, the Customer may be subject to the provisions of Article III, Violator’s Liability and/or may be charged a monthly non-compliance fee until the non-complying condition is remedied. Refer to Appendix A, Schedule of Fees and Rates.

**5.11 Collections on Delinquent Accounts**

**5.11.1 District Notices and Actions**

After thirty (30) days of non-payment of fees assessed to a Customer account, the District shall assess an interest Charge at the maximum rate allowed by statute on the unpaid balance. At this time, the account will also be declared delinquent and a delinquent notice will be mailed to the Customer. If fees remain unpaid fifteen (15) days after the delinquent notice is mailed, a notice of disconnection “door hanger” shall be posted at the property. If payment is not received within 24 hours from posting this notice, the District shall have the right, in its sole discretion, to discontinue service. If service is discontinued, a Turn-Off fee will be added to the amount due. The District will also assess costs related to collection of any delinquent fees, including legal, court, third party, filing or other incidental costs, to the Customer. Until paid, all such delinquent fees shall constitute a perpetual lien on the property served.

**5.11.2 Certification of Amounts to County Treasurer**

In addition to any other means provided by law, the District may elect, by resolution, at a public meeting held after receipt of notice by the affected parties, including the property owner, to have certain delinquent fees, rates, tolls, penalties, charges, or assessments made or levied solely for Water, Wastewater, or Water and Wastewater Services (including fees for availability of such service and Connection fees), certified to the Eagle County Treasurer to be collected and paid over by the Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to section 39-10-107, C.R.S.



## ARTICLE VI – USE OF THE WATER AND WASTEWATER SYSTEMS

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### 6.1 District Responsibilities

Except as otherwise provided by these Rules and Regulations, the District is responsible for the operation and maintenance of the Water and Wastewater Systems.

### 6.2 Customer Limitations

Permission to Connect to the Water or Wastewater System is granted to a Customer for the specific uses approved by the District. Following the initial approval to Connect, the Customer shall notify the District prior to any expansion or change of the Customer's property that would affect its SFE factor, water flow demand, backflow conditions or wastewater discharges. The Customer shall notify the District of any change of ownership of the property. The Customer shall not perform work on or operate the Water or Wastewater Systems without express permission of the District.

### 6.3 Unauthorized Operation of Water and Wastewater Systems

It is a violation of these Rules and Regulations for any person to use or operate the Water System, including obtaining water at a point that is not an approved Service or Connection, accessing any Water System facilities or introducing any substance to the Water System. Law enforcement officers, District employees, and fire fighters are authorized to confiscate any tool, hydrant wrench or valve key used on the District's Water System without written District authorization and to report the person using or possessing any such tool, hydrant wrench or valve key to the District. Any unauthorized operation of the Water System may be considered System Tampering and therefore subject to the provisions of Article III, Violator's Liability.

It is a violation of these Rules and Regulations for any person to use or operate the Wastewater System, including the opening or removal of manhole covers or the introduction of any substance to the Wastewater System at a point that is not an approved Service or Connection or tampering with facilities, without prior written authorization from the District. Law enforcement officers, District employees, and fire fighters are authorized to confiscate any tool that is used to access the Wastewater System and report the person using such tool to the District. Any Unauthorized Use or operation of the Wastewater System shall be considered System Tampering and shall be subject to the provisions of Article III, Violator's Liability.

### 6.4 Water and Wastewater Access

Any landscaping improvements that inhibit District access to the Water or Wastewater System shall not be permitted. Examples of such improvements include but are not limited to trees, berms, bushes, rock walls, or any improvement that would inhibit the District's access to or along the Water or Wastewater System.

## **6.5 Locating District Facilities**

The District is a Tier 1 utility under Colorado’s One call Law (Section 1. Article 1.5 of title 9.CRS). The requestor shall utilize the 811 system for locate requests. For private service lines with in the Right-of-Way, the District will attempt to locate and mark all water (including curbstops) and sewer service lines with in the Right-of-Way to the best of its ability by using available information. Basic line locations will be made free of charge, but the District will not accept financial liability to any party for any costs incurred as a result of an inaccurate location. The District, by providing such location services, does not waive or intend to waive the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended (the “CGIA”).

## **6.6 Scheduling Service or Inspections**

Customers may be required to schedule District service or inspections from time to time. Appointments for inspections or services, such as Turn-On, Turn-Off, operation of Water Main valves, water meter, transceiver battery changes, flush or flow tests must be scheduled with the District a minimum of two (2) business days in advance. Appointments that have been rescheduled for the following reasons; not ready for inspection, failed, no shows, and not properly scheduled will be charged a Re-Inspection Fee.

## **6.7 Use of Water System**

### **6.7.1 All Water Use Metered**

All water used by a Customer provided by the Water System shall be metered. Any unmetered use is considered to be Unauthorized Use, unless expressly approved by the District, refer to Article V, Fee for Non-Compliance and Article III, Violator’s Liability.

### **6.7.2 Water Meter**

The Customer shall install the initial meter and the District shall have the right to test, remove, repair, or replace any and all Water Meters. Any meter installed not in accordance with District Specifications (Appendix B, Water and Wastewater Service Line Construction Specifications) shall be immediately re-installed or replaced so as to comply with these Rules and Regulations.

### **6.7.3 Operation of Meter Bypass**

For Meter installations plumbed with a by-pass line, by-pass valves shall be installed and may only be operated by District personnel. However, if a failure of the meter occurs and the Customer determines that it is necessary to activate the by-pass line immediately to prevent interruption of Water Service, the District shall be notified within one (1) business day. Failure to notify the District of a break in the seal on operation of



the by-pass line shall be considered System Tampering and the Customer shall be subject to the provisions of Article III, Violator's Liability.

#### **6.7.4 Inaccurate or Broken Water Meter**

If the Customer's water use as reported on its monthly bill appears to be inconsistent with the Customer's historical or approved use, the Customer shall notify the District. The District may also discover such an inconsistency through the periodic audit of its records. The District may conduct tests at any reasonable time to determine the accuracy of the Customer's Water Meter.

If a Water Meter is thought to be defective, the District will contact the Customer to make an appointment to repair or replace the meter. If the Customer fails to accommodate the District's request to schedule an appointment, the Customer shall be in violation of the provisions of Article I, Authority to Access Customer Property.

#### **6.7.5 Backflow Prevention Devices**

All backflow prevention devices determined necessary by the District shall be testable, installed and remain functioning as long as the Water Service is connected to the Water System. All such devices shall be tested annually by a Certified Cross-Connection Control Technician, see Section II of this document for definitions and Appendix G for device requirements. The Customer shall provide the Certified Cross-Connection Control Technician's certification of testing to the District annually.

#### **6.7.6 Turn-On/Turn-Off of Water Service**

All non-emergency Turn-On and Turn-Off of Water Service at a curb stop shall be performed only by District personnel. During emergencies, a Customer may Turn-Off the Water Service at the curb stop valve. The District shall be notified of the emergency Turn-Off and the related circumstances by the Customer within two (2) calendar days. Failure to notify the District of an emergency Turn-Off will be considered System Tampering. Only District personnel shall Turn-On the Water Service. For billing related to Turn-On and Turn-Off of Water Service, refer to Article V, Charges Related to Turn-Off and Turn-On of Service.

The Customer shall allow access to the Customer's property by District personnel for the purpose of Turn-On and Turn-Off of water service, regardless of the purpose of the Turn-On or Turn-Off, which may be at the Customer's request, in the case of an emergency, or in response to Customer non-payment of charges owed to the District or violation of these Rules and Regulations, refer to Article I, Authority to Access Customer Property.

Turn-On of a new Water Service may not be made until its associated Wastewater Service is inspected and Connection is made and approved by the District.

### **6.7.7 Pressure Reducing Valve**

A pressure-reducing valve (PRV) shall be installed on all Water Services between the Water Main and each Water Meter, and maintained in perpetuity in working order by the Customer, in order to provide protection of the Water Meter, the Customer's plumbing system and any fire suppression system from fluctuating Water Main pressures.

The pressure setting of the PRV shall not exceed 100 psi for domestic service and 200 psi for fire suppression systems.

### **6.7.8 Repair of Water Service**

If the District becomes aware of a problem with a Water Service, the Customer will be notified by first-class mail that the Water Service is in need of repair. The Customer shall institute repair or maintenance immediately. If satisfactory progress towards repairing the service is not made in a timely manner, or the District determines that environmental or property damage is being caused or may be caused by the Water Service problem, the District may Turn-Off the Water Service until it is repaired. In addition, the District shall have the right to affect the repair, the costs of which shall then be added to the Customer's monthly bill and will be subject to the provisions of Article V, Charges Related to Turn-Off and Turn-On of Service and Fee for Non-Compliance.

### **6.7.9 Maintaining Fire Hydrant Clearances**

Fire Hydrants must be able to be operated at all times. No landscaping, retaining walls, structures, or other obstructions may block access to fire hydrants or bring a fire hydrant out of compliance with these Rules and Regulations. The property owner is responsible for maintaining the following clearances around fire hydrants located on or adjacent to their property: ten (10) feet in the front, seven (7) feet on the sides, and four (4) feet in the back. If the required clearances are not met, ERWSD personnel will remove such obstructions after seven (7) days written notice is given or immediately in cases of emergency, the costs of which may be added as a charge to the property owner's monthly bill. The health, safety, and welfare of the public and the critical emergency service nature of fire hydrants require that clearances be maintained at all times. Refer to Appendix C, Standards Details for Water Mains, Fire Hydrant Assembly, for a diagram of the proper clearances.

### **6.7.10 Construction Water / Fire Hydrant Meter Assemblies**

**Construction Water** – Construction water for use on private property shall be taken only through an authorized Water Service Connection and shall be metered. Such water use shall conform to the provisions of Article IV, Temporary Water Service.

**Fire Hydrant Meter Assemblies** – The use of a fire hydrant meter assembly is permitted only with the written authorization of the District. A fire hydrant meter assembly includes the meter, backflow preventer, shut-off valves and related fittings. Fire hydrant meter assembly use is allowed only between April 15 and October 15 of each year. The Customer shall protect the fire hydrant meter assembly from freezing. The Customer is responsible for any damage, including vandalism and freezing, to fire hydrants and/or hydrant meters. Only District personnel are permitted to install, move, or disconnect hydrant meters. Customers who attempt to install, move, or disconnect a hydrant meter without District authorization shall be subject to the provisions of Article III, Violator’s Liability. Refer to Appendix A, Schedule of Fees and Rates for deposits, rates and fees related to fire hydrant meter assemblies.

**6.7.11 Efficient and Beneficial Water Use**

Because water is a limited resource, all Customers of the District shall use water efficiently and only for beneficial purposes in order that the District can continue to assure an adequate water supply to protect the public health, safety and welfare. Customers using water from a source other than the District’s Water System for outdoor uses such as landscape watering are encouraged to follow these requirements for Efficient and Beneficial Water Use.

**6.7.12 No Wasteful Water Use**

Water shall be used only for beneficial purposes and shall not be wasted. Any instance of flagrant runoff or other waste of water shall be considered a violation of these Rules and Regulations.

**6.7.13 Irrigation and Outdoor Use Regulations-General**

Water for irrigation of lawns, landscaping and other outdoor uses (e.g., car washing, outdoor wash-downs, etc.) shall be used pursuant to these Rules and Regulations. Nothing herein shall prevent the imposition of a total ban on outdoor water use in the event of a water supply emergency, or the creation of additional regulations to meet specific Water System or water supply conditions.

- (a) Irrigation or other outdoor uses of water shall occur before 10:00 a.m. or after 4:00 p.m.
- (b) Customers with even-numbered addresses may use water for irrigation and other outdoor uses on Sundays, Wednesdays, and Fridays.
- (c) Customers with odd-numbered addresses may use water for irrigation and other outdoor uses on Tuesdays, Thursdays, and Saturdays.
- (d) No irrigation or other outdoor water uses are permitted on Mondays.

- (e) No irrigation or other outdoor water use shall be permitted at any time through a free-running hose without a nozzle or sprinkler attached.

#### **6.7.14 Irrigation Permits**

Irrigation Permits are required and are available from the District that allows consecutive-day irrigation for specific needs. Such needs are limited to circumstances under which a Customer needs to apply water more frequently than allowed by these regulations and restrictions to establish new landscape plantings. Requests shall be made at least two (2) business days before the permit is needed. However, no irrigation use shall occur between the hours of 10:00 a.m. and 4:00 p.m. and irrigation is not allowed on Mondays. Irrigation Permits may be requested for the following specific needs:

- (a) For newly planted sod and/or newly-planted trees and gardens, irrigation may occur each day for a period not exceeding 14 consecutive days (excluding Mondays), or for watering newly-seeded lawns each day for a period not exceeding 28 consecutive days (excluding Mondays).
- (b) For daily watering of outdoor stock at nurseries, greenhouses, and stores.

Violation of the terms of an Irrigation Permit will be cause for immediate revocation of the permit. The District shall have authority to interpret, apply, and enforce these Rules and Regulations to prevent undue commercial or business hardship, and may issue other Irrigation Permits in furtherance of this authority.

#### **6.7.15 Use Restrictions – Water Supply Emergencies**

If conditions of the Water System or the water supply so limit the availability of water that normal water use may endanger the adequacy of the water supply, the District may declare a water supply emergency and implement emergency water use restrictions and such additional regulations and restrictions that are reasonably necessary to conserve and protect the water supply and to insure an uninterrupted flow of water through the system. Such emergency water use regulations and restrictions shall remain in force and effect until the District determines that the conditions requiring their imposition no longer exist. Compliance with emergency water use restrictions is a requirement of these Rules & Regulations.

Emergency conditions include but are not limited to: low river flows; impairment of water supply quantity and/or quality; Water Main break; loss of electrical power or pump outages; or loss of system pressure. The District may use local radio and television broadcasts, emergency notification systems, and local signage, as appropriate, to notify the public of such water supply emergency conditions and the necessary water use restrictions.

### **6.7.16 Filling of Swimming Pools**

An Air Gap must be maintained between the swimming pool and the Water System at all times. Swimming pools will be limited to one filling per year unless draining for repairs is necessary. The Customer shall notify the District by telephone two (2) business days prior to the filling of a swimming pool.

### **6.7.17 Water Features**

Water features are discouraged and are subject to District review as part of the New Account Application process.

## **6.8 Use of Wastewater System**

### **6.8.1 Prohibited Discharges**

Customers, Users or Industrial Users (as defined in Section II of this document and in Appendix F, Pollutant Discharge Regulations and Industrial Pretreatment Program) shall not discharge, or cause to be discharged, any storm water, surface water, drainage from garage floor drains, groundwater, roof runoff, subsurface drainage, or any prohibited discharges listed or described in Appendix F to the Wastewater System.

### **6.8.2 Pretreatment Facilities**

Where necessary, in accordance with the Pollutant Discharge Regulations and Industrial Pretreatment Program, the Customer shall provide, at its expense, such Pretreatment Facilities as may be necessary to treat any Indirect Discharge prior to discharge to the Wastewater System. Such facilities shall be maintained continuously in satisfactory and effective operation by the Customer, at its expense.

### **6.8.3 Repair of Wastewater Service**

If the District becomes aware of a problem with a Customer's Wastewater Service, the Customer will be notified by first-class mail that the Wastewater Service is in need of repair. The Customer shall institute repair or maintenance immediately. If satisfactory progress towards repairing the service is not made in a timely manner, or the District determines that environmental or property damage is being caused or may be caused by the Wastewater Service problem, the District may Turn-Off the Water Service until it is repaired. In addition, the District shall have the right to affect the repair, the costs of which shall then be added to the Customer's monthly bill and will be subject to the provisions of Article V, Charges Related to Turn-On and Turn-Off of Service and Fee for Non-Compliance.

If a trenchless technology is used to replace or repair a Wastewater Service, the Customer shall notify the District two (2) days prior to the repair work. The connection between the Wastewater Service and the Wastewater Main must be televised from the Wastewater Main before and after repairs are made and video records showing the connection must be provided to the District.

#### **6.8.4 Draining of Swimming Pools and Hot Tubs**

In order to protect instream water quality, it is recommended that swimming pools and hot tubs be drained to the wastewater collection system. The following guidelines must be followed prior to discharge:

- Swimming pools will be limited to one draining per year unless draining for repairs is necessary. The Customer shall notify the District by telephone or email two (2) business days prior to the draining of a swimming pool. It is not necessary to notify the District about the draining of a hot tub or spa.
- The Customer may drain to their wastewater service line; this includes drains in the home/business or the private property sewer cleanout. The Customer shall not open or drain directly to a District manhole.
- The chlorine or bromine levels must be below 0.1 mg/L.
- The pH of the discharge water must be between 6.5 and 8.5.
- The discharge water must be free of any unusual coloration.
- Settled material should not be discharged with pool or hot tub water.
- The drainage rate must be controlled to less than 100 gallons per minute.

If it is not possible to drain the pool or hot tub to the collection system, it is recommended that the Customer follow the currently adopted version of the Colorado Department of Health and Environment's (CDPHE) Low Risk Discharge Guidance – Discharges from Pools, Fountains and Other Similar Type Facilities.

#### **6.8.5 Grease Interceptor**

Grease interceptors, also known as grease traps, are required to be installed and maintained in proper working order for all restaurants, bakeries or food and beverage preparation establishments from which wastewater discharges containing oil or grease could be made. Grease interceptors shall be cleaned of collected materials (fats, oils and grease) by the Customer on a regular basis to ensure effective operation. The District has the authority to inspect grease interceptors and to request and review operating records at any reasonable time to ensure that proper maintenance is being performed. The addition of chemicals and biological additives to grease interceptors used for dissolving grease are prohibited.

If at any time the District determines that the wastewater contains grease or grease dissolving chemicals having an adverse effect on the Wastewater System, the

## ARTICLE VI – USE OF THE WATER AND WASTEWATER SYSTEMS

Customer will be notified and required to perform remedial maintenance and cleaning immediately.

If no grease interceptor is in place or an existing grease interceptor is not operable, a new grease interceptor shall be installed by the Customer. At a minimum, the most recently adopted State of Colorado Plumbing Code shall be met regarding the installation and sizing of a grease interceptor.

Failure to comply with the provisions of this section shall result in a Charge or the suspension of water service as defined in Article III, Violators Liability.

### **6.8.6 Control Manhole**

When required by the District, any Customer served by a Wastewater Service carrying an Indirect Discharge shall have and maintain, at the Customer's expense, a suitable control manhole on the Wastewater Service to facilitate observation, sampling, and measurement of the wastewater by the District. A control manhole on the Wastewater Service for monitoring wastewater is required for all restaurants and bakeries. All measurements, tests, and analyses of the characteristics of wastewater containing Indirect Discharges shall be determined in accordance with Appendix F, Pollutant Discharge Regulations and Industrial Pretreatment Program. In the event that no control manhole has been required or installed, the District will specify an appropriate sampling point.





## ARTICLE VII - HEARING, SETTLEMENT AND APPEAL PROCEDURES

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### 7.1 Application

The Hearing, Settlement and Appeal Procedures established by this Article shall apply to all complaints concerning the interpretation, application, and enforcement of these Rules and Regulations of the District, as they now exist or may hereafter be amended. The Hearing, Settlement and Appeal Procedures established by this Article shall not apply to the following complaints:

- (a) Complaints that arise with regard to personnel matters. These complaints shall be governed exclusively by the rules set forth in the District's Employee Handbook.
- (b) Any other complaint which does not concern the interpretation, application, or enforcement of these Rules and Regulations of the District.

### 7.2 Variance

Where the strict and literal interpretation of these Rules and Regulations may cause undue difficulty or hardship to the Applicant, the Applicant may request a Variance. The variance request shall be submitted to the Construction Review Team who shall have the authority to grant or deny the request. The Construction Review Team will review the Variance based upon the following criteria:

- The granting of a Variance will not constitute a grant of special privilege
- The granting of a Variance will not be detrimental to public health, safety, or welfare or injurious to other properties or improvements
- There are exceptional or extraordinary conditions applicable to the site
- There are pre-existing conditions causing undue hardship
- Cost or inconvenience shall not be considered in granting a Variance, such as road cuts and the existence of other subsurface utilities
- The Applicant has exhausted all efforts to comply with the Specifications

The Applicant shall accompany a connection application with a written letter stating the need for the variance and how it meets the above listed criteria.

### 7.3 Initial Complaint Resolution

Complaints concerning the interpretation, application, or enforcement of these Rules and Regulations of the District shall first be presented to the District staff with which the Customer has been communicating related to the complaint. If a resolution is not reached, the complainant may submit a written complaint. District staff will then respond to the complainant by making a full and complete review of the allegations contained in the complaint. District staff will take such action and/or make such determination as it

deems warranted. Such action or determination will be documented in a letter to the complainant issued within sixty (60) days of the written complaint.

If the complainant is dissatisfied with the action or determination of District staff, the complainant may initiate the Expedited Appeal and Settlement Procedure.

#### **7.4 Expedited Appeal and Settlement**

To initiate the Expedited Appeal and Settlement procedure, the complainant shall file a written request to initiate the procedure with the District's Regulations Administrator, who will be appointed by the General Manager. The Regulations Administrator is authorized to consider all circumstances, including the complainant's actions or inactions in the situation, and the written action or determination of the District staff. Following an investigation of the facts of the complaint for purposes of facilitating an equitable resolution, the Regulations Administrator is empowered to take an action, render a determination, or offer a settlement, which he/she has determined to be just and fair. The Regulations Administrator shall document such action, determination or settlement offer in a letter issued to the complainant no later than sixty (60) days after the date of receipt of the complainant's request to initiate the Expedited Appeal and Settlement procedure.

If the complainant rejects the action, determination or settlement offer of the Regulations Administrator, the complainant may request a Formal Appeal.

#### **7.5 Formal Appeal**

To initiate the Formal Appeal procedure, the complainant shall file a written request for appeal of the Regulations Administrator's decision to the General Manager within thirty (30) days from the date written notice of the action, determination or settlement offer was mailed to the complainant.

If receipt of the request for a hearing is timely and if all other prerequisites prescribed by these Rules and Regulations are been met, the General Manager may hear the appeal himself/herself, or may appoint a hearing officer, other than himself/herself, to hear the appeal. Either the General Manager or such hearing officer will conduct a hearing at the District's convenience and upon not less than ten (10) days written notice to the complainant of the date, time and place of the hearing. Every effort will be made to conduct the hearing within thirty (30) days after the receipt of the request for Formal Appeal. The hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations.

#### **7.6 Conduct of Hearing**

At the hearing, the General Manager or the hearing officer shall preside and will hear the appeal. 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, including legal counsel.

The complainant or his/her representative and District representatives shall have the right to present evidence and arguments; the right to 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 action or determination of the District staff, as made under Article VII, Initial Complaint Resolution or the action, determination or settlement offer of the Regulations Administrator made under Article VII, Expedited Appeal and Settlement. The General Manager or hearing officer may receive and consider any evidence which he/she determines has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The General Manager or hearing officer may ask questions of any representative in order to clarify further an issue relevant to the complaint and appeal.

#### **7.6.1 Decision on Appeal**

The General Manager or hearing officer is authorized to determine whether to affirm, amend, or reverse the determinations made under Article VII, Initial Complaint Resolution and Expedited Appeal and Settlement. The General Manager or hearing officer may consider all facts and circumstances and the evidence presented at the hearing, including the complainant's actions or inactions in the case, and whether determination under Article VII, Initial Complaint Resolution and Expedited Appeal and Settlement are consistent with these Rules and Regulations and equitable to the District and the complainant. The complainant bears the burden of showing that grounds exist to reverse or amend the decisions under Article VII, Initial Complaint Resolution and Expedited Appeal and Settlement.

The written decision of the General Manager or the hearing officer will be mailed to the complainant within forty-five (45) days after the date the hearing is conducted and closed.

If the complainant rejects the decision of the General Manager or hearing officer, the complainant may request to appeal the decision of the General Manager or hearing officer to the District Board of Directors.

#### **7.7 Appeal to the Board of Directors**

To initiate an Appeal to the District Board of Directors, the complainant shall file a written request for appeal of the General Manager's or hearing officer's decision to the General Manager within thirty (30) days from the date written notice of the General Manager's or the hearing officer's decision was mailed.

The request for an appeal shall set forth, with specificity, the facts or exhibits presented at the hearing upon which the complainant relies and shall contain a brief statement of

the complainant's reasons for the appeal. The General Manager or the hearing officer will compile the Record of the hearing for the Board of Directors, consisting of:

- (a) Minutes of the hearing (Article VII, Formal Appeal);
- (b) All exhibits or other physical evidence offered and reviewed at the hearing; and
- (c) A copy of the written decision of the General Manager or hearing officer.

#### **7.7.1 Conduct of Board Hearing**

The Board shall consider the complainant's written request for appeal and the Record of the hearing (Article VII, Formal Appeal) at the next regularly scheduled meeting of the Board held not earlier than ten (10) business days after the filing of the complainant's request for appeal to the Board of Directors. Such consideration shall be limited to a review of the Record of the hearing, and the complainant's written request for appeal. The complainant or complainant's representative and the General Manager or his or her designated representative shall be permitted to address the Board during the Board's consideration of this appeal for no more than three (3) minutes each. No further evidence or argument shall be presented by any party to the appeal and there shall not be any right to a hearing de novo before the Board of Directors.

#### **7.7.2 Board Decision on Appeal**

The Board shall make written findings and issue a decision concerning its disposition of the appeal. The Board may affirm, amend or reverse the decision of the General Manager or hearing officer. A notice of the decision shall be sent by mail to the complainant within thirty (30) days after the Board meeting at which the appeal is heard. The Board of Directors' decision on appeal shall be final.

#### **7.8 Notice**

A complainant shall be given notice of any hearing before the General Manager or hearing officer, or before the Board, by mail at least ten (10) days prior to the date of the hearing, unless the complainant consents to a waiver of formal notice. Notice is deemed given when placed in regular U.S. mail, postage prepaid, to the address in the District records for the complainant.

## ARTICLE VIII – DEVELOPMENT APPROVAL PROCESS

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### 8.1 General

All inquiries, applications and plan submittals for development within the District's service area shall be initiated online at:

<http://www.erwsd.org/connection-application-form>

Review of applications and submittals are conducted by the District's Construction Review Team (CRT). To schedule an appointment, contact:

#### **The Construction Review Team**

[CRT@erwsd.org](mailto:CRT@erwsd.org)

An Applicant or Applicant Representative may request a meeting at any time during the Applicant's project planning period to seek clarification of submittal requirements of the Applicant.

Applicants proposing to receive service for new or expanded water uses and/or new wastewater discharges (not previously approved by the District), must complete the Development Approval Process in order to receive service from the District's water and/or wastewater systems. New and expanded service generally also requires a land use application through a Land Use Authority (LUA). The District works with local LUAs to coordinate its approvals with the LUAs approval process.

The District's Development Approval Process is described below and includes:

- Initiation of Development Approval Process
- Inclusion into Service Area
- Water Rights Dedication Analysis
- System Capacity evaluation
- Treated Water Storage Dedication Analysis
- Ability to Serve or Conditional Capacity to Serve Letter Issued
- Infrastructure Acceptance Procedure, refer to Article IX.

### 8.2 Initiation of Development Approval Process

The Development Approval Process is initiated by an Applicant or Applicant Representative upon submission of a conceptual plan showing the location of the Work and area to be developed and any adjoining proposed development to the Construction Review Team (CRT) for review. Submission requirements include the following:

- (a) Legal Description of Property
- (b) Vicinity Map of development

- (c) Description of land use (current and proposed), including:
  - i. number of dwelling units (with square footage)
  - ii. commercial and mixed uses if applicable (with square footages)
  - iii. current and proposed zoning

**8.3 Inclusion into Eagle River Water and Sanitation District or the Service Area of the Upper Eagle Regional Water Authority**

Refer to Article IV.

**8.4 Water Rights Dedication Analysis**

Applicants proposing new development, re-development or change of use of existing development may be required to dedicate water rights sufficient to serve the proposed uses. All District policies regarding water rights dedication must be followed. Refer to Article X, Water Rights Dedication Requirements.

Water rights dedication sufficient to serve the water uses of the proposed development or a cash payment in lieu of a water rights dedication at the Board of Directors' discretion must be made by the Applicant to obtain service. To determine whether a dedication is required, a proposed dedication is adequate, or a cash-in-lieu payment is acceptable to the Board of Directors, the Applicant shall submit the following to the District:

- (a) Completed Water Demand Worksheet (available upon request from ERWSD)
- (b) A request for cash-in-lieu payment or description of the water rights to be dedicated
- (c) Water Rights Evaluation deposit applied to all costs incurred by the District for third party review of the information by a water rights engineer and water attorney. For complex reviews, additional review fees may be required. Refer to Appendix A, Schedule of Fees and Rates.

The Board of Directors approves/denies the application for water rights dedication or cash in lieu payment. Resolution is defined as either:

- (a) A determination that no water rights dedication is required;
- (b) An executed Water Rights Dedication or Water and Wastewater Services Agreement is in place; or
- (c) The Board of Directors has accepted cash-in-lieu of water rights dedication payment and the Applicant has paid all fees in full.

### **8.5 Determination of Sufficient System Capacity**

Evaluation of the proposed water and wastewater infrastructure needed to serve the proposed development includes an analysis of the impacts the proposed development's water uses and wastewater demands will have on existing or future infrastructure of the District, treatment and system capacity, regulatory compliance, rates and water supplies. CRT and the District's consultants will determine system impacts. If deemed necessary, the CRT may require a third party review by its system modeling and engineering consultants to determine the effect of the proposed connection and demand on the District's existing infrastructure and treatment capacity. The Applicant may be required to up-grade/modify existing infrastructure to accommodate the proposed development and its impact to the water and wastewater infrastructure, at the Applicant's cost.

### **8.6 Determination of Treated Water Storage Dedication**

An Applicant with property upon which new development or redevelopment is proposed, which is located within the District's service area, and which will require an increase in water use or new water use not allowed by existing Connections or zoning, is required to provide treated water storage adequate to meet the needs of the proposed development. This requirement may be fulfilled by funding the design and construction of a new storage facility (Major Facility) in addition to funding storage capacity through payment of the WSIF by the customers.

The amount of treated water storage required shall be equal to the combined volumes of water calculated to meet the need for equalization storage, emergency storage, and fire flow storage for the development. Equalization storage shall be equal to 25 percent of average daily demand (ADD); emergency storage equal to 100 percent of ADD; and fire flow storage based on the greatest fire flow required by the fire protection agency having jurisdiction in the service area of the proposed treated water storage reservoir. The CRT will work with the applicable fire protection agency to determine fire storage requirements using best practices. If additional storage is required, it will be implemented as a Major Facility.

If the proposed development is to be served by a new treated water storage facility, Applicant shall provide estimated size and capacity calculations, geotechnical information, and conceptual plans as part of the plan submittal.

### **8.7 Ability to Serve or Conditional Capacity to Serve Letter**

The Applicant may be required to obtain an Ability to Serve Letter from the District as a condition of its application for a proposed development or a change in zoning with a LUA or other entity. The Applicant must meet the following conditions before an Ability to Serve Letter will be issued:

## ARTICLE VIII – DEVELOPMENT APPROVAL PROCESS

- (a) Inclusion of the proposed development within the Eagle River Water and Sanitation District or within the service area of the Upper Eagle Regional Water Authority.
- (b) Resolution of all water rights dedication issues to the satisfaction of the District and identification of all impacts of the proposed development on the Water or Wastewater Systems of the District.

An Ability to Serve Letter may contain conditions and shall have an effective period of one (1) year from the date of issuance of the letter unless other provisions are made between the District and the Applicant.

### **8.7.1 Conditional Capacity to Serve Letter**

The LUA or a lending entity may request that the Applicant obtain an Ability to Serve Letter or otherwise commit to serve the development before the conditions to obtain an Ability to Serve Letter can be met. In this case the District will issue a Conditional Capacity to Serve Letter to the Applicant that states that the District is willing to serve the development if all conditions for an Ability to Serve Letter can be met. This letter does not commit the District to serve the development if the conditions are not met. The Conditional Capacity to Serve Letter will include an expiration date that may be extended following a written request for extension by the Applicant and subject to the approval by the Board of Directors.



## ARTICLE IX – INFRASTRUCTURE ACCEPTANCE PROCESS

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### 9.1 General

All water or wastewater mainline extensions, replacements, modifications, reconfigurations, expansions of capacity, or abandonments as a result of development within the District's service area shall be made at the expense of the Developer or Applicant. Prior to excavation, the Developer or Applicant shall locate, survey, pothole, and/or videotape at its expense, any existing water mainlines and facilities that may potentially be affected by construction activities. No work shall commence without the District's written Construction Plan Approval. Construction Plan Approval will not be granted without inclusion into all applicable District boundaries, issuance of an Ability to Serve letter or the determination that the letter is not required, resolution of all water rights dedication requirements, and payment of any required fees.

All inquiries, applications and plan submittals for water and wastewater Main extensions within the District's service area shall be initiated online at:

<http://www.erwsd.org/connection-application-form>

Review of applications and submittals are conducted by the District's Construction Review Team (CRT). The CRT meets at the District offices every Tuesday at 1:00 p.m. To make an appointment, contact:

**Development Review Coordinator**  
**(970) 477– 5449**  
[CRT@erwsd.org](mailto:CRT@erwsd.org)

An Applicant or Applicant Representative may request a meeting at any time during the Applicant's project planning period to seek clarification of District specifications, submittal requirements or the Infrastructure Acceptance Procedure. Submission of plans for District review must be made in person by the Applicant or Applicant's Representative at a regularly scheduled meeting of the CRT.

The District's Infrastructure Acceptance Procedure is described below and includes:

- Construction Plan Approval
- Construction Acceptance
- Final Acceptance

### 9.2 Construction Plan Approval

No Work may commence prior to Construction Plan Approval. The District will review all submittals for conformance with the District's Standard Specifications for Water and Wastewater Main Line Construction and other applicable Rules and Regulations and either approve the submittal or return it to the Applicant for clarification, modification or correction. The Applicant is responsible for compliance with the Districts' Standard Specifications for

Water and Wastewater Main Line Construction and with any site-specific special conditions that may be reasonably required. The Standard Specifications for Water and Wastewater Main Line Construction take precedence over any plan reviews performed by the District unless a written Variance has been granted. The District is not responsible for omissions that may occur during its plan review process.

### 9.2.1 Construction Plan Submittal Requirements

One (1) set of each submittal item are required electronically. The following submittals are required unless deemed not applicable by the Construction Review Team (CRT):

- (a) An overall or master plan showing the location of the Work, area to be developed and any adjoining proposed development by the Applicant;
- (b) Detailed and complete construction drawings of the Work including:
  - i. A plan view drawing of the proposed Water and Wastewater Systems;
  - ii. The proposed alignment and size of the Water and Wastewater mains. The proposed location, size, materials and details of all system attributes, including but not limited to: valves, fire hydrants, fittings, manholes, services, drop manholes, energy dissipation devices, bedding, backfill, final surface treatment, insulation and any connections from private lift stations, etc.;
  - iii. Water and Wastewater System profiles with storm sewer and utility crossings shown;
  - iv. Points of Connection to existing facilities;
  - v. Location and configuration of any existing or proposed property lines, rights-of-way, floodplain boundaries, easements, roads, driveways, structures, cut or fill slopes, guard rail, drainage features, other utilities, berms, landscaping, hardscape, street heating systems or topographic features, and
  - vi. Water and Wastewater System engineering details shall follow the District's standard details incorporated in Appendix C or Appendix D, unless a Variance is being requested.
- (c) Plan requirements shall:
  - i. Be based on field surveys and shall reference land corners or other official survey control points such that the facilities can be accurately staked for installation and can be readily located after installation for maintenance and connecting and control.
  - ii. Conform to a scale of one inch (1") equals twenty feet (20') on 24-inch by 36-inch material. Larger scales shall be used when necessary to adequately show specific details of mains, Connections, and other installations;
  - iii. Show sufficient adjacent area to show the relation of new facilities to existing facilities. Existing Water and Wastewater System attributes shall be identified on the plans with District's mapping specifications; and

## ARTICLE IX- INFRASTRUCTURE ACCEPTANCE PROCESS

- iv. Show station numbers for Water and Wastewater services, valves and fittings, fire hydrants, thrust blocks, elbows, bends and deflections with the degree of angle, stream crossings, manholes, etc.
- (d) Plan requirements may:
- i. Include average daily and peak system demands that will be generated by the development to be served by the Work and calculations showing that proposed system capacity is adequate to serve the demand;
  - ii. Include any geotechnical reports or information including slope stability evaluations, used in the development or design of the Work.
  - iii. Include restoration and landscaping adequate to prevent erosion caused by surface run off. Landscaping and restoration construction shall be designed in such a manner that minimal future maintenance will be required.

If necessary, the CRT may require third party review by the District's system modeling consultant to determine the effect of the proposed Work and/or demand on the District's existing infrastructure and treatment plant capacity. The Applicant may be required to up-grade and/or modify the existing infrastructure to accommodate the development and its demand on the District's system. Any required up-grades and/or modifications to the existing Water or Wastewater System may be at Applicant's expense, as determined by the District. If the Applicant's development necessitates the construction of Major Facilities, the Applicant will enter into an agreement with the District to provide funding for the design and construction of such facilities.

Once a submission item has been determined to be complete and acceptable to the CRT, a final copy shall be prepared, stamped and signed by a Registered Professional Engineer or Registered Land Surveyor, as appropriate, and submitted.

### **9.2.2 Determination of Corrosive Soils**

The Applicant will be required to perform and provide to the District the results of a soil corrosivity test within the proposed project area, or confirmation from a licensed geotechnical engineer that corrosive soils are not known to exist in the project area. Soils shall be sampled at a frequency and locations recommended by the geotechnical engineer to adequately assess the risk of corrosive soils. Soils shall be sampled and scored based upon the methodology outlined in Appendix A of AWWA C105. If soils are determined to be corrosive, the Applicant must include an engineered mitigation plan as part of the construction plan submittal.

### **9.2.3 Determination of High Groundwater**

The Applicant will be required to perform and provide to the District the results of a soils/geotechnical test within the proposed project area to confirm the absence or presence of high groundwater. Soils shall be sampled at a frequency and locations recommended by the geotechnical engineer to adequately assess the presence of high groundwater. If high groundwater is proven to be present, the Applicant must include an engineered mitigation plan as part of the construction plan submittal.

**9.2.4 Major Facilities**

Early in the development approval process, the Applicant will present conceptual drawings and calculations to the CRT for a determination of the need for Major Facilities. Major Facilities will be determined and identified on a case-by-case basis by the District, but in general will include the following:

**Table 9.1: Major Facilities**

<u>Water</u>	<u>Wastewater</u>
Treatment Facilities	Treatment Facilities
Treatment Facility Expansions	Treatment Facility Expansions
Raw Water Supply	Mainline Lift Stations
Supply Wells	
Pumping Facilities	
Storage Facilities	
PRVs and PRV Vaults	

The Applicant will collaborate with the District to enter into an agreement for the design and construction of Major Facilities, or provision for the construction or upgrade of Major Facilities may be included in a Water Service Agreement or a Sewer Service Agreement between the District and the Applicant. The District shall provide all project management services for Major Facilities, including planning, design, and engineering of all Major Facilities; preparation of bid documents, preparation of construction cost estimates, bidding the project, awarding the contract, and managing construction to completion and throughout the warranty period. Developer shall be solely responsible for providing all of the funds necessary for planning, design, and construction of the Major Facility.

**9.2.5 Special Conditions**

When applying for a main extension, special conditions that involve another agency, such as crossing a railroad or highway, may exist. All conditions of the appropriate agency must be satisfied. All applicable designs, drawings and/or calculations or special conditions required by other reviewing agencies or entities of the Applicant’s project shall be incorporated into the Applicant’s submittal to the District. The District is not responsible for ensuring compliance with the requirements of other reviewing agencies. Should a conflict arise between the requirements of another reviewing agency and the District’s requirements the more stringent plans, requirements and/or specifications yielding a higher quality product, as determined in the sole discretion of the District, shall prevail.

**9.2.6 Construction Plan Approval Letter**

A Construction Plan Approval Letter grants the Applicant permission to commence the Work. A Construction Plan Approval Letter shall not be granted until:

## ARTICLE IX- INFRASTRUCTURE ACCEPTANCE PROCESS

- (a) Inclusion of the property to be served in the Eagle River Water and Sanitation District, the service area of the Upper Eagle Regional Water Authority, or a service contract with the District or Authority is completed;
- (b) All water rights issues pertaining to the Applicant's project have been resolved to the satisfaction of the District;
- (c) Resolution of required Treated Water Storage. The District will make a determination of whether the Applicant must dedicate treated water storage sufficient to serve the proposed development;
- (d) Agreements are in place for the construction or Major Facilities as identified during the application process; and
- (e) All requirements of the Construction Plan Approval process have been met to the satisfaction of the CRT.

A Construction Plan Approval Letter may include conditions to be met before Construction Acceptance, Final Acceptance or at other times as determined by the District. Construction Plan Approval Letters will expire after one year from the date of issuance if the Work has not commenced or has not been pursued diligently by the Applicant. Resubmission will be required before a new Construction Plan Approval Letter will be issued. Resubmitted plans must conform to Appendix C, Standard Specifications for Water Mains and Appendix D, Standard Specifications for Wastewater Mains in effect at the time of resubmission.

The District will not sign off on its referral of a Final Plat approval, or any similar approval process that approves specific density and land uses by a Land Use Authority, until a Construction Plan Approval Letter has been granted.

### **9.3 Initiation of Construction**

Following the issuance of a Construction Plan Approval Letter by the District, the Applicant may proceed with construction. In addition to compliance with all construction requirements contained in these Rules and Regulations, the Applicant shall:

- (a) Submit one (1) set of the approved detailed construction and specifications plans for construction inspection purposes. The plans shall be stamped and signed by Applicant's design engineer. The District also requires submittal of an Electronic Drawing File (ACAD.DWG or ESRI GIS) of the approved plans. ERWSD's intent for all surveys, plats, construction drawings, and record drawings is to bring them into our ESRI GIS and Asset Management Systems. All surveys, plats, construction drawings, and record drawings provided to the Eagle River Water and Sanitation District (ERWSD) or the Upper Eagle Regional Water Authority (UERWA) shall be tied to a horizontal coordinate system and a vertical datum. The horizontal coordinate system is NAD 1983 State Plane Colorado Central FIPS 0502 (US Feet). The vertical datum is North American Vertical Datum of 1988

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(NAVD 88). Digital drawings like ACAD and GIS will be scaled with a Ground to Grid Scaling Factor; and this Scaling Factor must be described in the approved detailed construction and specifications plans.

- (b) Schedule a mandatory pre-construction meeting at the construction site a minimum of three (3) business days after the plans have been submitted. Participants shall include, but are not limited to: the Applicant; Applicant's contractor, excavator and engineer; and the District representative. Construction may begin once the meeting has concluded and the District Inspector has signed off.
- (c) Provide a complete Bill of Materials for all proposed water and wastewater infrastructure.
- (d) Secure and pay for all licenses and permits required for the Work.
- (e) Make adequate provisions for notification of customers, businesses and/or individuals who may be impacted (e.g., interruptions in service, traffic detours). The District shall be given two (2) business days' notice of any scheduled interruption of service and shall be notified immediately of any unscheduled interruptions of service. Work plans shall be designed to minimize interruptions. All affected customers, businesses and/or individuals shall be notified, in writing, at least two (2) business days in advance of construction, and again upon any scheduled interruption of service.
- (f) Submit traffic control plans as approved by the appropriate governing agency.
- (g) The District encourages all Applicants to videotape any potential areas that may be affected by approved Water or Wastewater Main construction prior to construction so as to avoid potential conflicts that may arise during or after construction.
- (h) In the event that construction does not commence within twelve (12) months of the approval date, the plans must be resubmitted for review and approval. If construction on the main installation is halted for more than twelve (12) months, plans must be resubmitted for review and approval prior to commencement. Resubmitted plans must adhere to the most recently updated specifications.

### **9.3.1 Construction Site Safety Provisions**

The safety of the public, Applicant's workers, District personnel and/or others who may be on the job site is the responsibility of the Applicant. At a minimum, safety requirements shall conform to the requirements of the Occupational Safety and Health Act (OSH Act). Failure to provide safe access to an excavation may result in rejection of the work if it cannot be safely inspected. Refer to Appendix C Standard Specifications for Water Mains and Appendix D, Standard Specifications for Wastewater Mains.

### **9.3.2 Inspection**

All Work shall be inspected and approved by a District Inspector to ensure the Standard Specifications for Water and Wastewater Main Line Construction, the Construction Plan Approval Letter and the approved plans are complied with fully, including in regard to the quality of workmanship and materials. Any Work not accepted by the District Inspector shall be corrected to the Inspector's satisfaction. Problems that may require field judgment, in lieu of strict interpretation of the Standard Specifications for Water and Wastewater Main Line Construction, shall be resolved by the Applicant to the satisfaction of the District Inspector. Refer to Appendix C Standard Specifications for Water and Wastewater Main Line Construction.

### **9.3.3 Field Maintenance Inspection Requirements**

For all required Field Maintenance Inspections, refer to Appendix C: Standard Specifications for Water Mains and Appendix D: Standard Specifications for Wastewater Mains.

- High Chlorine Test** – Water Main
- Low Chlorine Test** – Water Main
- Bacteriological Test** – Water Main
- Hydrostatic Pressure Test** – Water Main
- Manhole Interior Inspection**
- Air Test** – Wastewater Main
- Main Jet Cleaned** – Wastewater Main
- Videotaping of Wastewater Main Extension**

#### **Valve Boxes/Curb Stops**

All valve boxes shall be free of dirt, rocks, and debris. Valve box segments must be straight and plumb, centered over the operating nut, even with finished grade and operable. Refer to Appendix C Standard Specifications for Water Main Line Construction.

#### **Fire Hydrant**

Fire hydrants shall be straight and plumb, have the specified clearances from obstructions, and be operable. Finished surface shall provide drainage away from the hydrant. Refer to Appendix C Standard Specifications for Water Main Line Construction for Fire Hydrant Assembly detail.

#### **Air/Vacuum Release Valves**

All air/vacuum release valves shall be free of dirt, rocks, debris and at proper grade and operable. Refer to Appendix C Standard Specifications for Water Main Line Construction.

#### **Rough Grade Inspection**

Above-ground appurtenances are to be set at a reasonable grade so as not to allow standing water to accumulate on top of or allow drainage into or toward the appurtenances of the system. All appurtenances within the road right-of-way/ easement shall be protected from traffic, equipment, etc.

### **9.4 Construction Acceptance**

Construction Acceptance is the District's acceptance of completion of the Work. No Service Connections or use shall be made on the Water System or Wastewater System until a Construction Acceptance Letter has been issued by the District.

#### **9.4.1 Construction Acceptance Submittal Requirements**

##### **Drawings of Record**

Drawings of Record shall be based on the approved Construction Plans and shall be clouded to clearly depict the accurate, scaled, field-verified location of the water and wastewater systems and appurtenances as constructed in the field and shall clearly delineate between existing and new water and wastewater infrastructure.

Record drawings provided to the Eagle River Water and Sanitation District (ERWSD) or the Upper Eagle Regional Water Authority (UERWA) shall be tied to a horizontal coordinate system and a vertical datum. The horizontal coordinate system is NAD 1983 State Plane Colorado Central FIPS 0502 (US Feet). The vertical datum is North American Vertical Datum of 1988 (NAVD 88). Digital drawings like ACAD and GIS will be scaled with a Ground to Grid Scaling Factor; and this Scaling Factor must be described in the approved detailed construction and specifications plans.

Drawings of record shall be submitted in ACAD.DWG or ESRI GIS), and PDF format on standard 24" x 36" plan sheets signed and stamped by the Applicant's Registered Professional Engineer or Land Surveyor and clearly labeled "Drawings of Record."

The following are not considered Drawings of Record, and will not be accepted by the District:

- (a) Construction Plans
- (b) Free hand drawings or sketches
- (c) Drawing measurements that are based upon Main or Service locates that occurred after the Main or Service lines were backfilled.

All as-built information shall be field surveyed under the direct care and supervision of a licensed Professional Land Surveyor. All adjacent rights-of-way, property boundaries, and easements shall be depicted based on field surveyed information and labeled with appropriate Eagle County recording information. Generally, drawings of record shall be submitted on a drawing scale of 1 inch = 20 feet; however, drawing scales up to 1 inch = 50 feet will be accepted for larger projects.

The Drawings of Record shall detail, at a minimum, the location of the following:

##### **Water:**

- (a) New Water Mains and services with diameter length, material, and insulation (if applicable) labeled.



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- (b) New fittings and thrust blocks fitting type, diameter, and X, Y, Z state plane coordinates labeled.
- (c) New fire hydrants size, type, and X, Y, Z state plane coordinates labeled.
- (d) New valves, including curb stops, with sizes, types and X, Y, Z state plane coordinates labeled.
- (e) New vaults or other system appurtenances. Vault/manhole information shall show the lid/access X, Y, Z state plane coordinates and orientation/extent of the below-grade structure.
- (f) Existing Water Main or Service and/or abandoned Main or Service shall be shown and labeled accordingly.
- (g) Any other appropriate information shall also be included on the Drawings of Record to include insulation, cathodic protection, etc.

### **Wastewater:**

- (a) New Wastewater Main or Service with diameter, length, material, slope, and insulation (if applicable) labeled.
- (b) New manholes with diameter, type, inverts, rim elevations and X, Y, Z state plane coordinates labeled. The orientation of the manhole lid to the eccentric cone section/base shall also be detailed.
- (c) New Wastewater Service with tap location, diameter, material, length, and X, Y, Z state plane coordinates of stub out and cleanouts.
- (d) All appurtenant details or shop drawings shall be included in the drawings of record. Other utility and stormwater crossings, if applicable, shall be clearly depicted on the drawings.

Abandonment of existing Water and/or Wastewater System infrastructure shall be designated on the Drawings of Record as greyed out, and shall be labeled as abandoned with the date of abandonment and pipe material. Details shall be included where abandoned Mains or Services are within a 20-foot radius of any Water System valves.

Upon submittal of the Drawings of Record, the Applicant's Registered Professional Engineer or Land Surveyor shall certify in writing that the Water and/or Wastewater Systems were constructed in accordance with the construction drawings and specifications approved by the District.

### **Easement Documents**

The Applicant shall demonstrate that the Water and Wastewater System Infrastructure is located within exclusive easements. Easements recorded with the final plat of the development shall be provided, with specific recording information, on the Drawings of Record submission. If additional easements are required, the Applicant shall submit a completed District Water or Wastewater Easement Deed request form with the Drawings of Record submittal, along with an easement exhibit, stamped and signed by a registered professional land surveyor. Easement documentation shall demonstrate that the constructed Water or Wastewater Main has been field verified to be within and generally centered in, the proposed or platted easement, and that the proposed easement meets the minimum requirements set forth in

Appendix C Standard Specifications for Water Mains and Appendix D, Standard Specifications for Wastewater Mains.

**Project Cost**

A copy of the contract(s) to construct and/or install all Work shall be submitted. This shall include all engineering, labor, and material costs.

**Bill of Sale**

The District’s standard Water or Wastewater Main Bill of Sale form shall be completed, notarized, and submitted to the District. An exhibit showing the Water or Wastewater Main shall be attached to the submittal. Refer to the document form in Appendix C Standard Specifications for Water Mains and/or Appendix D, Standard Specifications for Wastewater Mains.

**Operations and Maintenance Manuals**

Where applicable, the Applicant shall submit three (3) copies of the final hard cover bound Operation and Maintenance Manuals and one (1) electronic copy, incorporating any District review comments. Two (2) preliminary copies are to be submitted to the District for review and comments prior to equipment start up.

**9.4.2 Warranty Period**

The Applicant shall furnish to the District a warranty, secured by a surety bond if requested by the District, for a period of no less than two (2) years for the satisfactory repair or replacement, when required, or for the cost thereof, of all Work, material, services and equipment that may become defective as a result of faulty material(s) and/or equipment, faulty or improper installation, or improper handling of material(s) and/or equipment provided by the Applicant. For any main line extensions, the District reserves the right to, in its sole discretion, require Applicant to provide warranty and/or maintenance bonds or other appropriate security, in addition to the Applicant’s warranty ensuring repair or replacement of the Work during the Warranty Period. Where defective Work ( Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced within the warranty period, the correction period with respect to such Work will be extended for an additional period of two (2) years after such correction or removal and replacement has been satisfactorily completed.

The Warranty Period shall not start until Drawings of Record, recorded easement documents, project cost documents, and Bill of Sale, have been completed, and are received and approved by the District then Construction Acceptance may be granted.

During the Warranty Period, the District will test the integrity of any telemetry and/or cathodic protection systems installed by the Applicant. Any remedial repair and subsequent testing will be completed by the Applicant and inspected by the District.

**9.4.3 Construction Acceptance Letter**

The Construction Acceptance Letter grants the Applicant permission to apply for Connection to the District’s Water and/or Wastewater System. No Service Connections shall be made prior

## ARTICLE IX- INFRASTRUCTURE ACCEPTANCE PROCESS

to issuance of the letter. Once the letter has been issued, operation of the Water or Wastewater Main and related facilities will become the responsibility of the District; the Applicant or Applicant's Representative may not operate the Water or Wastewater Main or related facilities after Construction Acceptance. Construction Acceptance does not transfer ownership of the system to the District, or any liability.

The Construction Acceptance Letter will be issued once all required submissions have been approved by the Regulations Administrator. The date of issuance of the letter is the start of the Warranty Period.

To apply for Connection, contact the District office:

**Customer Service Department  
846 Forest Road  
Vail, CO 81657  
(970) 477-5451**

### **Water Service Connections**

Once the Water Main has been constructed per the approved construction plans, Construction Acceptance has been granted by the District, and all applicable fees have been paid, the Applicant may connect to the Water System.

Please refer to Appendix B.

### **9.5 Final Acceptance**

Final Acceptance of the Work is the District's acceptance of ownership of the Work and inclusion of the Water or Wastewater Main into the District's system for service to Customers, system operations and maintenance and shall be the end of the Applicant's Warranty Period.

#### **9.5.1 Final Acceptance Submittal Requirements**

### **Final Grading and Paving Inspection**

The Applicant shall request a final grading and paving inspection by the District Inspector. The Water or Wastewater Main and any roadways, driveways, drainage and utilities that are a part of the Applicant's project shall be fully operational at the time of inspection. The District will complete final grade and paving inspection within ten (10) days of notification by the Applicant. The Applicant or Applicant Representative must be present during the inspection.

### **Television Inspection**

Upon request by the Applicant for Final Acceptance, the District will televise the Wastewater Main at its cost. The purpose of this inspection is to determine if the Main continues to meet District standards and is free from defects, failure, debris and/or blockages. If the inspection reveals any defects, failures or debris, the Applicant shall correct, modify or remove the specific problem to the satisfaction of the District. The cost of this corrective action will be borne by the Applicant. Once necessary corrective actions have been completed, the District will re-televise the Wastewater Main segment at the Applicant's expense.

**Final Inspection**

After all construction is complete, including final grading and paving, and the warranty period has reached its 22<sup>nd</sup> month, a final inspection will be performed on the work.

**9.5.2 Final Acceptance Letter**

Upon Final Acceptance, the Warranty Period ends. A Final Acceptance Letter shall be issued when all Warranty requirements are met and approved by the District.

The District will not sign off on its referral of the request to release a Subdivision Improvement Agreement bond, or any similar approval process by a Land Use Authority, until a Final Acceptance Letter has been granted

## ARTICLE X – WATER DEDICATION REQUIREMENT

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### 10.1 General Purpose

The District is responsible for providing efficient, effective, and reliable water to its service area, manages the limited water resource, and plans for the needs of future water demands of redevelopment and new water uses within its service area. The District has established a uniform water dedication requirement that conditions water service upon either a dedication of water rights or a payment of cash in lieu of water rights sufficient to supply the proposed use. The water dedication requirement shall apply to:

- (a) All new development or redevelopment within the District's service area that will result in an increase in water use or a new water use not covered by existing taps or zoning that existed as of July 22, 2004, and;
- (b) All properties thereafter included within the Eagle River Water and Sanitation District or the service area of the Upper Eagle Regional Water Authority.

For redevelopment, the dedication requirement applies to the difference between the projected increased water demand and the pre-redevelopment water demand. The increase may be as a result of increased density, increased landscaping, or any other change in use of the property that increases the water demand from the pre-redevelopment demand.

### 10.2 Dedication of Water Rights

The dedication of water rights shall provide the District with a dependable legal supply of water equal to one hundred and twenty percent (120%) of the calculated new or increase in water demand associated with the new development or redevelopment. All water dedication agreements between Customers or Applicants and the District that provide water rights to the District shall be at the sole discretion of the District.

To the extent the District determines to accept a dedication of water rights, the following criteria shall be used in determining the type of water rights to be dedicated:

- (a) Shares of stock in the Eagle Park Reservoir Company representing the right to the annual release of water from Eagle Park and/or Homestake Reservoirs.
- (b) Water rights that could be used to enhance the yield of Eagle Park Reservoir.
- (c) Interests in consumptive use credits that are already decreed for diversion and use at the District's diversion points.

- (d) Imported/trans-basin water that is available for use in the Colorado River basin upstream of the Shoshone Power Plant.
- (e) Other water rights or storage facilities that can be integrated into the District's water system or used to enhance existing exchanges without significant expense.
- (f) All dedicated water rights must be owned in fee and cannot be based on a term limited leasehold interest.

### **10.3 Cash In Lieu of Water Rights**

Approval of cash payment in lieu of the dedication of water rights shall be at the sole discretion of the District and shall be subject to the following conditions:

- (a) The District has sufficient unallocated water rights in its portfolios to meet the new water service obligation.
- (b) The Customer or Applicant does not have access to the type of water rights that meet the District's criteria for acceptance of water rights.
- (c) Any historical water rights appurtenant to the land to be served have been previously severed.
- (d) Cash payments based on 120% of the calculated new or increase in water use for summer months (defined as May through August each year) shall be valued based on the current local market value of senior agricultural irrigation water rights per consumptive acre-foot of water, but shall not be less than the current Water Rights Dedication Cash in Lieu Summer Fee. Refer to Appendix A, Schedule of Fees and Rates.
- (e) Cash payments based on 120% of the projected new or increase in water use for non-summer months (defined as September through April each year) shall be valued based on the current local market value of firm annual yield of in-basin storage per consumptive acre-foot of water, but shall not be less than the current Water Rights Dedication Cash in Lieu Non-Summer Fee. Refer to Appendix A, Schedule of Fees and Rates.
- (f) Cash payments shall be paid to the District to be used, at the discretion of the District, to develop and/or acquire additional in-basin storage or imported/trans-basin water for the District.

### **10.4 Payment of Costs**

All payment of costs regarding water dedication agreements between Customers or Applicants and the District shall be subject to the following conditions:

## ARTICLE X – WATER DEDICATION REQUIREMENT

- (a) Customers or Applicants shall be required to pay the District for all legal, engineering, and other costs incurred or which may be incurred by the District to evaluate and/or adjudicate any augmentation plan or other water court application, if necessary, to provide new or increased water service to any Customer's or Applicant's property.
- (b) An engineering or legal evaluation is required by the District to evaluate the terms of the water dedication requirement. The Customer or Applicant will be required to deposit with the District an initial deposit to reimburse the cost of such evaluation. The initial deposit shall be used to pay the costs of staff, legal consultants, engineering consultants, and other expenses that may be incurred by the District. These costs are separate and distinct from any other Tap Fees and other charges applicable to the development. This cost reimbursement is not related or credited to any other fee of the District. Deposit amounts in excess of the actual cost of the analysis will be refunded to the Customer or Applicant for the development. A good faith effort will be made to generally account for the costs incurred, but the District shall not be obligated to provide a specific accounting of costs, but only a generalized estimate. Refer to Appendix A, Schedule of Fees and Rates.
- (c) In the event water service is no longer required or desired, any refund of a cash in lieu payment previously paid shall be at the sole discretion of the District. Where the District decides in its sole discretion to refund a cash in lieu payment, the District may charge a cancellation fee. The District will not refund a cash in lieu payment once the property to which water service has been extended has obtained land use approval unless such land use approval is revoked or otherwise terminated by the relevant Land Use Authority.

### **10.5 Applicability of Requirement**

Upon receiving a referral from the Land Use Authority for an ability to serve commitment, the District staff shall determine whether this requirement is applicable to any property that is currently within the District's service area and that is being developed or redeveloped.

### **10.6 Consideration of Prior Dedications**

In determining the amount of any water rights dedication or cash payment in lieu, thereof, consideration shall be given to any past dedications of water rights by the Customer or Applicant and whether excess water rights exist from such past dedications.

## ARTICLE XI – WATER SUPPLY RESPONSE PLAN

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### 11.1 Goals

This Water Supply Response Plan outlines guidelines the Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority will use to manage the water supply and water use during times of actual or anticipated water shortages. The primary goals of this Water Supply Response Plan are to maximize the available water supply, reduce water use, and optimize streamflow's when necessary to protect the environment and preserve the health of the stream.

### 11.2 Water Supply Emergencies

Various conditions which may result in the declaration of a water supply emergency and implementation of emergency water use restrictions are set forth in *Article 6, Use Restrictions – Water Supply Emergencies*, and include low river flows, and impairment of water supply quantity and/or quality.

### 11.3 Response Levels

If the General Manager determines a declaration of a Water Supply Emergency is appropriate due to low river flows, or impairment of the water supply quantity and/or quality, the General Manager may implement one of three levels of response depending on the severity of the situation. Applicable factors may include snowpack, precipitation, temperature, wind, predicted reservoir storage, evaporation, streamflow, soil moisture and weather forecasts. Regardless of the water supply situation, staff routinely monitors hydrologic conditions, and this monitoring intensifies during dry periods. Additional considerations in determining the appropriate response level include maintaining the health, safety and economic vitality of the community; minimizing adverse impacts to public activity and quality of life for the community; and considering reasonable individual customer needs.

The Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority recognize that many local governments and commercial entities in the area rely on outdoor use of water for economic benefits and recreational purposes, and water restrictions imposed in response to water shortages can affect businesses in different ways. As part of their public outreach efforts during a Water Supply Emergency, the Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority will continue to carefully coordinate restriction programs to consider impacts on customers. If conditions change after a Water Supply Emergency has been declared, the General Manager may lift or adjust the level of response.



#### **11.4 Level 1 Response**

The goal of a Level 1 Response is to forestall an instream flow call. During a Level 1 Response, the Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority will work to obtain a voluntary reduction in water usage by large irrigators of at least 15%, and will monitor customer water use by taking daily AMI readings and weekly meter readings.

##### *Level 1 Response Restrictions*

During a Level 1 Response, the following restrictions on water use will be enforced:

- Water usage will be limited to 10,000 gallons per week per SFE
- No new special irrigation permits will be issued

##### *Violations*

Any customer who violates the Level 1 Response Restrictions will be subject to the following penalties, in addition to any other fees, fines, or penalties authorized by these Rules and Regulations:

- 1<sup>st</sup> Offense: Warning
- 2<sup>nd</sup> and Subsequent Offenses: \$500 fine, letter, and phone call

#### **11.5 Level 2 Response**

The goal of a Level 2 Response is to forestall an instream flow call. During a Level 2 Response, the Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority will work to obtain a 25% voluntary reduction in water usage by large irrigators, and take daily AMI readings and weekly meter readings.

##### *Level 2 Response Restrictions*

During a Level 2 Response, the following restrictions on water use will be implemented:

- Water usage will be limited to 5,000 per gallon per week per SFE limit.
- Any outstanding special use permits will be rescinded.

##### *Violations*

Any customer who violates the Level 2 Response restrictions will be subject to the following penalties, in addition to any other fees, fines, or penalties authorized by these Rules and Regulations:

- 1<sup>st</sup> Offense: Warning
- 2<sup>nd</sup> Offense: \$500 fine, letter, and site visit or phone call

- 3<sup>rd</sup> Offense: \$500 fine, \$100 disconnection of water service fee, and disconnection of water service.

### **11.6 Level 3 Response**

A Level 3 Response recognizes that the area is in a severe Water Supply Emergency and all outdoor water use is prohibited and indoor water use is restricted. The goal of a Level 3 Response is to protect the aquatic environment from water diversions and ensure, to the extent possible, that there is adequate water for essential uses. During a Level 3 Response, the Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority will take daily AMI readings and weekly meter readings.

#### *Restrictions*

During a Level 3 Response, the following restrictions on water use will be implemented:

- Outdoor water use is not permitted, unless the Board of Directors authorizes exceptions.
- Indoor water usage will be limited to 2,000 gallons per week per SFE

#### *Violations*

Any customer who violates the Level 3 Response restrictions will be subject to the following penalties, in addition to any other fees, fines, or penalties authorized by these Rules and Regulations:

- 1<sup>st</sup> Offense: Warning and Notice of Potential Disconnection
- 2<sup>nd</sup> Offense: \$500 fine and \$100 disconnection of water service fee, and disconnection of water service.

### **11.7 Reconnection of Water Service**

If any customer's water service is disconnected due to non-compliance with these regulations, reinstatement of service is contingent on the customer's execution of a Water Service Reinstatement Agreement (see following page).