

**LA PLATA WEST WATER AUTHORITY**  
**RULES AND REGULATIONS**  
As Amended 9/9/2020

**I. AUTHORITY AND PURPOSE**

The following Rules and Regulations (“Rules”) were adopted by the Board of the La Plata West Water Authority, (hereafter the “Authority”) at a properly noticed meeting held on August 6, 2014.

The Authority adopted the Rules under the authority of the Formation Agreement and the Colorado Revised Statutes.

These Rules, as amended from time to time, are for guidance purposes only and shall not be deemed binding upon the Authority, which shall retain sole authority and unfettered discretion to set rules, regulations, and/or conditions based on the best interests of the Authority and the issue(s) before it. Notwithstanding the foregoing, the Authority shall follow all applicable federal, state, tribal, and local laws.

The Authority endeavors to manage consistently and equitably, however, the interpretation or application by the Authority in any one instance shall not bind the Authority to similarly interpret or enforce the Rules in any other instance. No two requests are exactly the same and the Authority retains the authority to set the standards, rules, and/or regulations based on the best interests of the Authority given the set of facts and circumstance with which it is presented.

**II. DEFINITIONS**

SUBSCRIPTIONS

1.1. Parcel. A parcel is an existing area of land that is described and identified according to law (metes and bounds description, etc.) and has been assigned a twelve (12) digit parcel number by the La Plata County Assessor’s Office for tax purposes. All subscriptions are attached to a Parcel.

1.2. Service Connection. A Service Connection to a Parcel is accomplished by the installation and placement of the meter pit and Subscriber’s lateral line extension. It requires a meter pit assembly located on the Subscriber’s property, a tap connection into a La Plata West Water Authority mainline, and a lateral service line running from the meter pit assembly to the Subscriber’s facility. All Service Connections must be approved by the Authority. Once the approval is given to the Subscriber, the Authority’s Operator must inspect and approve the installation made by the Subscriber and/or their contractor/plumber, prior to the Authority turning on the water.

1.3. Subscriber. An applicant becomes a Subscriber upon the Authority’s approval and acceptance of the applicant’s Water User’s Agreement and payment. Only a Subscriber (or a Subscriber’s lawfully appointed agent) may apply to the Authority for approval of a Service Connection. All successors in interest to the Parcel that is served by a Service Connection are Subscribers and are therefore bound by the Water Users Agreement for that Parcel.

- 1.4. Primary Subscribership or Primary Subscription. A single Dwelling Unit, a single Commercial Unit, or a single Multi Unit Dwelling on a Parcel shall be represented by a Primary Subscription. A Primary Subscribership or Primary Subscription entitles a Subscriber to one (1) Service Connection to the La Plata West Water Authority water distribution system (“Domestic System”). Primary Subscriptions are required to pay the monthly base rate plus the water usage fee that is determined monthly.
- 1.5. Accessory Subscribership or Accessory Subscription. A Primary Subscriber may apply to the Authority for an Accessory Subscription for each accessory dwelling, to service up to two (2) additional Dwelling Units on the Parcel served by the Primary Subscription. Any additional Commercial Units or additional Multi Unit Dwellings on the same Parcel must obtain an additional Primary Subscription i.e. Residential or Commercial Subscription as needed. An Accessory Subscription may be used to provide domestic water service to a rental or other residential unit on the same Parcel. The Accessory Subscription is not intended to supply water to a non-dwelling unit that might use more than typically average household use (approximately 5,000 gallons per day). An Accessory Subscription cannot be sold or transferred separate from the Primary Subscribership. An Accessory Subscription may be upgraded to a Primary Subscribership by application to the Authority.
- 1.6. Reserve Subscribership or Reserve Subscription. A Reserve Subscribership or Reserve Subscription is a Primary Subscription that has not been activated by the completion and acceptance of a Service Connection. Reserve Subscribers are required to pay the monthly base charge. A Reserve Subscription cannot be used to provide water service, but it may be used to reserve a tap for future use. Prior to written notice of final design of system infrastructure that will serve your Subscription(s), you may up-grade a reserve subscription to a primary subscription. The up-grade will require payment of the meter set fee and any applicable construction costs.
- 1.7. Upgrade of an Accessory Subscription. Upgrade of an Accessory Subscription may be completed by application to the Authority. Upon the Authority’s acceptance of a Service Connection, and payment of applicable fees, the Accessory Subscription can become a Primary Subscription.

## UNITS

- 1.8. Commercial Unit. A structure such as a school, mobile home park, motel, RV park, multi-unit dwellings of four or more, apartment building, condominium, or greenhouse is a Commercial Unit. Additionally, a business can also be classified as a Commercial Unit when the use of water is more than an incidental part of the business. On a case by case basis, the Authority may determine commercial use in other instances.
- 1.9. Dwelling Unit. An accommodation providing living, sleeping, and eating space and facilities for one or more persons, which may include, but is not limited to, permanent cooking and sanitation provisions.

1.10. Multi-Unit Dwellings. An accommodation that provides for up to three Dwelling Units under one roof. Four or more Dwelling Units under one roof will be considered a Commercial Unit (e.g., apartment house).

1.11. Non-Dwelling Unit. A Non-Dwelling unit is none of the above. It is a structure not inhabited by humans, such as, greenhouse, barn, shed, or other out-building. Any agricultural building such as a dairy barn or some other intense agricultural use that would affect the normal water usage drawn from the Residential Subscription will require its own Primary Subscription or commercial subscription.

### METER TAMPERING

1.12. Meter Tampering. Any person or entity who connects any pipe, tube, stopcock, wire, or other instrument or contrivance with any mainline or other La Plata West Water Authority medium conducting or supplying water, without the knowledge and consent of the Authority commits meter tampering, which is a class 2 misdemeanor. Any person or entity that in any manner alters, obstructs, or interferes with the action of any meter provided for measuring or registering the quantity of water passing through said meter without the knowledge and consent of the Authority commits meter tampering, which is a class 2 misdemeanor. Nothing in this section shall be construed to apply to any licensed plumbing contractor while performing usual and ordinary services in recognized customs and standards. **Meter tampering will be dealt with on a case-by-case basis.**

## **III. USER REGULATIONS**

2.1 Water User Agreement. All applicants must apply for water service through the submission of a Water User Agreement. A Water User Agreement will be completed by the applicant (or an applicant's lawfully appointed agent) and submitted to the Authority for approval. Submittals may be made through the United State Postal Service (USPS) P.O. Box 631, Durango, Colorado 81302, email lpwwa@gmail.com, or at a location designated in the Water User Agreement. The Water User Agreement shall require the applicant (or an applicant's lawfully appointed agent) to provide, at a minimum, the following information.

- A. Name and billing address of the applicant.
- B. Service address of the Parcel to be served.
- C. La Plata County Assessor's Parcel Number and legal description of the property to be served.
- D. Type of water meter needed (Description Type I through VI, see Table #1).

The terms in the Water User Agreement will bind all successors in interest (i.e., subsequent owners of the Parcel served by the Service Connection).

2.2 Subscription Fee. The applicant (or an applicant's lawfully appointed agent) shall tender the subscription fee for the appropriate phase with the Water User Agreement. The Water User Agreement is not complete and will not be considered by the Authority until the Authority has received the full subscription fee. The Authority shall adopt subscription fees for all phases of the project. The fee schedule is described in Table #3. The Authority may assess additional charges if the circumstances warrant, and such additional charges shall be paid upon assessment by the Authority. Upon approval by the Authority, the Water User Agreement shall be executed by the Authority and mailed to the Subscriber at the official mailing address listed in the Water User Agreement.

2.3 Optional Payment Plan.

The Authority will consider financing the Subscription Fee for Subscribers in a selected Phase that completes a loan application and execute a Water User Agreement on or before the date deadline state on the Rate Schedule. This Optional Payment Plan will be interest free, when the Subscriber tenders timely payments to the Authority. In addition to paying the applicable Subscription Fee, those Subscribers electing the Optional Payment Plan will be required to pay the for the following:

- Set-up Fee (one time)-Recording and Release fees
- Handling/transaction fee for each payment
- Principal

Please see the Addenda for the applicable Rate Schedule. All Rules & Regulations apply. Payment rates, set-up fees and handling fees will be listed with in the rate schedule. All payments and fees are non-refundable once LPWWA begins the Final Design Phase of the Project. If LPWWA has not begun working on the Final Design, a Subscriber utilizing the Optional Payment Plan may submit a written request for a refund of only the Principal payment. LPWWA will either notify the Subscriber at time of application (if known at that time) or send Notice of Final Design to your last known mailing address that LPWWA has on record.

2.4 Subscriber's Lateral Service Line Responsibility. Subscribers are responsible for the cost and installation of their Lateral Service Line. A service line shall begin at the meter pit and extend to the place of use.

2.5 Use Limitations. The Authority reserves the right to limit the number of Non-Dwelling Units serviced on any residential or commercial sized meters. When water usage exceeds the flow as specified in Table #1, the Subscriber will be required to upgrade its meter to match its water usage. At such time, the Subscriber will be required to pay the difference between the amount paid for the existing meter and the cost of the required upgrade.

2.6 Meter Pit. A meter pit shall contain a meter, angle stop, back flow preventer, check valve, pressure regulator, and remote readout. All Meter Pits are the property of La Plata West Water Authority. A service connection outlet pipe shall extend from the Meter Pit at least ten feet (10') onto the

Subscriber's property (see meter pit drawing). Once the Subscriber attaches his later service line to the outlet pipe, the outlet pipe become the property of the subscriber.

2.7 Appurtenance. Upon installation, the Subscriber's Lateral Service Line and all facilities associated therewith the Meter Pit as described in 2.6 shall become real property appurtenant to the Parcel designated in the Subscriber's Water User Agreement. Once a Primary Subscription becomes an appurtenance, it may not be transferred separate and apart from the Parcel. Any and all successor owners of the Parcel will be bound by the terms in Water Users Agreement.

2.8 Property of La Plata West Water Authority. Once the Authority accepts the Subscriber's Service Connection, the Meter Pit and its contents become the personal property of La Plata West Water Authority. The Meter Pit shall be accessible to La Plata West Water Authority and/or its designated agents at all times.

2.9 La Plata West Water Authority Lid. The Authority and/or its designated agents shall promptly lock the contents of the Meter Pit with the La Plata West Water Authority Lid. If the Lid should be broken and/or opened, it shall be the responsibility of the Subscriber to notify the Authority immediately. The if the Subscriber suspects a leak, please notify the Operator or Authority, do not attempt to open the Lid. Failure to notify Authority of breaking the Lid may result in fines.

2.10 Meter Tampering. The contents of the Meter Pit are locked and shall only be opened or broken by La Plata West Water Authority, its engineers, and/or other designated agents. Tampering with a Meter Pit may result in fines and additional charges (Table #2). It shall be the responsibility of the Subscriber to notify the Authority if the Lid is broken. Failure to notify the Authority may result in fines. In case of emergencies please contact the Operator or the Authority. Do not attempt to remove the Lid.

2.11 Safety. The meter pit lids (inner & outer) shall remain in place at all times. If the Subscriber opens the lids, the Subscriber shall be responsible for replacing both lids in the closed position. Failure to do so may result in fines. For the safety of our Subscribers and for the protection of our meters, the meter pit lids shall remain in place at all times. Failure to do so may result in fines. The Authority will address these situations on a case-by-case basis.

2.12 Installation Charges. The installation fee is a non-refundable fee intended to cover the costs of engineering Service Review, labor, equipment, materials, and other additional construction costs including, but not limited to, outside contractor services, road crossings, main line extensions, main line upgrades, easement acquisition, permits, sleeving, rock excavation, uncommon equipment, county road permits, extensive service lateral length and/or extraordinary depth level excavation. The meter installation fee is a non-refundable 'flat fee' to be paid by the Subscriber to the Authority prior to construction. In the event the actual cost to install the meter is more than the flat fee, the Subscriber will be responsible for paying the additional costs. All meter installation charges are billed on a time and materials basis. Non-payment will result in termination of water service and additional fees.

2.13 Document Requests. Any Subscriber requesting information (out of the scope of basic information readily available to all Subscribers) shall put the request in writing and present the request to the Authority for approval. If the Authority, in its discretion, approves the document request, the Subscriber may either review the documents or obtain copies of the documents. In either instance, the Subscriber shall be charged a fee (Table #2).

2.14 Billing. Monthly water bills will be issued in the name of La Plata West Water Authority. Monthly bills will contain the meter reading of a certain date taken the same date every month (currently the 9<sup>th</sup> of each month) and the consumption amount, the Subscriber's account number, and the total amount due. The current account due date specified in the bill is the date by which payment must be received by the Authority in order to avoid delinquency action. All water charges on water sold through meters shall be paid monthly within thirty (30) days from the invoice date. To reduce US Postage fees, the preferred method to send out bills will be made electronically, unless otherwise requested by the subscriber. It is the subscriber's responsibility to keep their contact information current with the Authority. Email address are required unless otherwise requested by the Subscriber.

2.15 Payment. All bills shall be due and payable upon receipt. The bill shall be delinquent if payment has not been received by the Authority at its PO Box, or other designated place or means, by the current bill due date. All payments made by check shall be payable to La Plata West Water Authority. The option to pay by credit card, electronic payment or ACH is available. The Authority will not accept two-party checks for payment of a bill. Should a party other than the Subscriber or designated agent of record make payment of a bill, the maker shall clearly identify the Subscriber of record for which the payment is made. Should payment by check be made on an account that fails to clear because of insufficient funds, closing of account, no account, or any other reason, the Authority may take legal action to prosecute and/or recover payment. All costs and fees incurred by the Authority in its collection efforts shall be assessed against the Subscriber. The La Plata West Water Authority may impose late fees and interest on all past due amounts.

2.16 Payer. To designate an alternate person or entity as the responsible agent to pay the monthly water bill when the water service, residence or business, is occupied, rented, or operated by someone other than the Subscriber:

- A. The Subscriber must confirm with the Authority that a person other than the Subscriber is designated to pay the bill.
- B. If the water service is to be billed to someone other than the Subscriber, said person must make all arrangements to guaranty payment of the water bills.
- C. The Subscriber remains responsible for the payment of the water bill in the event the designated agent fails to pay.

2.17 Billing Adjustment. The Authority recognizes that an uncontrollable situation may develop that result in an abnormal amount of water consumption by the Subscriber. The Subscriber may request that the Authority consider a billing adjustment if this type of situation occurs. Such request must be made by the Subscriber prior to 30 days lapsing from the due date of the water

billing that registers the abnormal consumption. Untimely requests shall not be considered. If the Authority in its discretion agrees to revise a Subscriber's billing it will do so by reviewing the Subscriber's prior history of water consumption and determining an average monthly consumption based upon seasonal or yearly information.

## DELINQUENT ACCOUNT

- 2.18 Delinquent Account. All invoices not paid within thirty (30) days of the date of the invoice shall be deemed delinquent. Delinquent accounts shall incur interest on the overdue balance. The rate of interest will not exceed the rate allowed by law. Notification of Suspension for Nonpayment will be sent 15 days after the due date, to the Subscriber at his current mailing address and email address on file (or designated agent authorized by the Subscriber), indicating the date upon which water service will be disconnected (i.e., the second working day of the month following the month that the Notification of Suspension for Nonpayment is **mailed Certified via USPS**). In the case of delinquency by an alternate agent designated pursuant to Paragraph 2.16, such as a renter, the Subscriber shall be provided written notice of the delinquency prior to disconnection.
- 2.19 Arrangements to Pay. After a Notification of Suspension for Nonpayment is issued, to retain water service, the Subscriber must pay the full amount past due before the first working day of the month following the month that the Notification of Suspension for Nonpayment is mailed. If extenuating circumstances warrant, the Authority may consider other arrangements from bringing the account current. A request for other arrangements must be made immediately. The maintenance personnel are not authorized to receive money and/or checks from the Subscriber for past due accounts. All payments must be made at La Plata West Water Authority's PO Box, as described in 2.15 or other location as designated by the Authority prior to the disconnection date.
- 2.20 Work Order for Disconnection. Any account that is delinquent, in which the Subscriber has not made an acceptable payment arrangement, shall be listed on a work order for disconnection of water service on the first working day of the month following the Notification of Suspension for Nonpayment.

## SUSPENSION OF SERVICE

- 2.21 Suspension for Nonpayment. The suspension of service for the non-payment of water services.
- 2.22 Disconnection. Disconnection of the Subscriber's water service occurs on the second working day of the month following the month that the Notification of Suspension for Nonpayment is mailed to the Subscriber's address currently on file. Disconnection will occur at the earliest possible time of day, providing that the second working day is not a Friday in which case the Disconnection will occur on the following business day. The disconnection work order shall be approved by the Authority and/or its designated agents. The Subscriber shall remain responsible for all charges, including base charges, accruing while service is suspended.

- 2.23 Administration Fee. An administration fee will be charged to all accounts subject to a disconnection work order. The administration fee will be charged on the date the work order is issued. If the Subscriber is unable to pay the administration fee, it will be added to the Subscriber's water account. If water service is disconnected, an administrative fee will be charged in order to restore water service to the Subscriber. If a Subscriber wishes to have water service restored after normal business hours, an additional administrative fee may apply.
- 2.24 Payment Arrangements. An arrangement for partial payment must be approved by the Authority and/or its designated agents. **All such arrangements shall be made prior to the first working day of the month following the month that the Notification of Suspension for Nonpayment is mailed.**
- 2.25 Reinstatement of Service. A service that is suspended for nonpayment may be reinstated upon the payment of all charges. The Authority may require the payment of other costs and fees prior to reinstatement. If a Subscriber wishes to have water service restored after normal business hours, an additional administrative fee may apply.
- 2.26 Cancellation of Subscribership. If an account remains delinquent 90 days after Disconnection, the Authority may elect to cancel the Subscribership(s) associated with the delinquent account. A Subscribership that is cancelled may not be reinstated. A new Subscribership may be applied for only after all past due charges associated with the Parcel are paid in full. The Authority shall be entitled to and may exercise its rights to place a lien against the Parcel (or pursue other means to regain its losses as allow by law) serviced by the delinquent Subscribership if the Subscribership is cancelled and monies are owed to the La Plata West Water Authority.
- 2.27 General Water Rates. Please see attached Table 4.
- 2.28 Flush Valves-Purpose and Use. La Plata West Water Authority will use flush valves for flushing water lines. Any other uses of flush valves must be approved by the Authority. It shall be unlawful for any person or entity to obstruct access to the flush valve, or to open or operate any flush valve without the permission of the Authority. Unlawful usage of a flush valve shall be subject to civil and/or criminal penalties, as well as other penalties that may be imposed by the Authority.
- 2.29 Right of Inspection. Any authorized employee, agent, or representative of the La Plata West Water Authority shall, upon presentation of credentials, have free access at reasonable hours by appointment if necessary to any Parcel supplied by La Plata West Water Authority for the purpose of making an inspection of the water system either outside or inside the unit. After providing notice to the Subscriber, the Authority and/or its designated agents may suspend water service to any Parcel where an authorized employee has been refused admittance.
- 2.30 Water System Structures Clearances. No person shall place upon or about any water line, flush valve, valve, valve box, curb box, water meter box, or other appurtenant structure connected with the water system, any material, structure or other utility line that will prevent free access to the same at any time. Setbacks for all improvements (not limited to septic systems, telephone, cable

lines, electrical lines, gas lines or any structure) shall meet or exceed all state and local regulations. It is the responsibility of the property owner to ensure that the standards are met. The property owner shall remedy all noncompliance and shall be liable for any and all damages resulting therefrom. (Please see Cross-Connection Control Program)

### CROSS-CONNECTION CONTROL PROGRAM

3.30 Subscriber Compliance. All Subscribers shall comply with the Safe Drinking Water Act of 1974 (amended 1974-1996) and Article 12 of the Colorado Primary Drinking Water Regulations and the La Plata West Water Authority Cross-Connection Control Program. In addition, Subscribers are required to complete a survey that identifies possible cross connections and return the survey to the Authority. Failure to comply may disrupt service.

3.31 Law. Colorado State law provides that any person, association or corporation, or the officers thereof, who violate the provisions within the Cross-Connection Control Program is guilty of a misdemeanor. If convicted of the misdemeanor, the person(s) can be punished by fines of not more than one thousand (\$1,000) dollars or by imprisonment in the county jail. In addition to such fines and imprisonment, the person(s) shall be liable for all fees and expenses incurred by La Plata West Water Authority or health authorities in removing such nuisance, source of filth, or cause of sickness. Conviction under the penalty provisions of this or any other public health law does not relieve the person from any civil action in damages.

3.32 Interruption of Service. The water service/supply may at any time be shut off from La Plata West Water Authority supply or mains without notice due to emergencies or for the purpose of making repairs, extensions, or other necessary work. Subscribers who require a continuous supply of water must take necessary steps, such as installation of a water storage facility on their premises, in case the water supply is interrupted for any reason. La Plata West Water Authority does not guarantee a continuous supply of water. Subscribers who have temporary storage facilities shall abide by all cross connection rules and regulations. La Plata West Water Authority will not haul or carry water to any Subscriber in the case of interruption of service.

3.33 Irrigation and Sprinkling. La Plata West Water Authority does not warrant that there is a sufficient water supply for the purpose of irrigating and sprinkling. La Plata West Water Authority has the right to make certain rules and regulations for use of water supplied for irrigation and sprinkling. The Authority may impose restrictions and/or time limitations on sprinkling or irrigation based on area or system wide use. Additionally, back flow prevention devices may be required to prevent contamination to the system when hoses or other extensions are used with in conjunction with livestock water tanks or other places where the Authority's water enters a water holding tank etc.

SEE APPROVED BACKFLOW PREVENTION CROSS-CONNECTION CONTROL PROGRAM  
(BPCCCP 9/9/2020) ATTACHED AND MADE PART OF THE RULES

### LINE EXTENSIONS

- 3.34 Line Extensions. Upon application for new service, it may be required that the applicant participate in system upgrades as required to provide adequate flow and pressure to the new service or to prevent excessive degradation of service quality to existing customers. Determination of quality of service shall be determined exclusively by the La Plata West Water Authority, its engineers, and/or other designated agents. The following rules apply to line extensions and/or line upgrades with the exception of lines and appurtenant structures installed within a Parcel.
- 3.35 Approval. All waterline extensions and upgrades must be preapproved by the Authority.
- 3.36 Costs. All waterline extensions and/or line upgrade planning, easement, right-of-way, and construction costs shall be the responsibility of the initial person(s) requesting or required to do a waterline extension or waterline upgrade. Costs will be initially estimated by the La Plata West Water Authority, its engineers, and/or other designated agents and shall be prepaid in the estimated amount prior to Authority approval of construction. Reimbursement or additional payment shall be required once the actual construction costs are known.
- 3.37 Completion. Construction of waterline extensions will be designed, constructed, and commissioned by the La Plata West Water Authority, its engineers, and/or other designated agents, acting under direction of the Authority. Construction may be performed by the applicant only in rare instances and only under a negotiated agreement with the Authority, which may include reimbursement to La Plata West Water Authority for additional construction observation costs and performance bonds. All waterline extensions shall be completed no later than twenty-four (24) months from the date of the project inception/payment received. Extensions that shall require more than the twenty-four (24) months to complete shall be requested by the initial person(s) in writing and must be approved, in writing, by the Authority.
- 3.38 Specifications. All waterline and appurtenant structure construction must adhere to La Plata West Water Authority specifications. All materials used shall meet or exceed the minimum criteria established by La Plata West Water Authority. Costs for performing all engineering, design, pressure tests, as-built information and preliminary cost estimates and any other costs associated with the extension project shall be the responsibility of the initial person(s) requesting or required to do a waterline extension or upgrade.
- 3.39 Ownership. All waterline extensions and upgrades shall, upon acceptance by the Authority, become the property of La Plata West Water Authority. No water shall be turned on and made available for service until the Authority has accepted the line extension or upgrade. Acceptance of an improvement and the La Plata West Water Authority ownership thereof shall become effective upon the date of completion of all of the following:
- A. Successful bacteriological disinfection of the extension or upgrade has been performed.
  - B. Hydrostatic leakage and pressure tests have been performed and meet or exceed construction parameters.

- C. Final Inspection by La Plata West Water Authority, its engineers and/or other designated agents.
- D. Payment for all costs associated with the extension or upgrade has been received.

#### **IV DEVELOPMENT**

- 4.1 Line Extension and/or Upgrades. Subsequent to final design of a project phase, if line extensions for new subscriptions or planned subdivisions are required, including line extensions within a planned subdivision, the subscriber or developer shall pay fees and costs as defined in Sections 3.34 through 3.39 above.
- 4.2 Affirmation of Water Availability. Developers seeking affirmation of water availability shall submit a Water User Agreement seeking acquisition of a Subscribership. In the sole discretion of the Authority, the Authority may approve the application and execute the Water User Agreement if the following conditions are satisfied:
  - A. Parcels. The Water User Agreement shall designate a Parcel that is described and identified according to law.
  - B. Fees. The Water User Agreement shall be accompanied by the appropriate fee(s).
  - C. Mainline Costs. All costs for mainlines, appurtenant structures, design, inspections, and other services involved in the construction of a distribution system within the subdivision shall be borne by the developer. (See Main Line Extension Policy, below)
  - D. Easements. The developer shall furnish to the Authority adequate and recordable easements and required surveying, over, under, and across all portions of the facilities locations as may be necessary to serve each Parcel within the Division of Land. All easements and rights-of-way shall be free of obstacles that may interfere with the construction of La Plata West Water Authority water facilities. If the developer's Division of Land involves road construction, all roads and drainage-ways will be brought to grade by the developer prior to the commencement of the installation of La Plata West Water Authority water facilities. No pavement or curbs shall be installed prior to completion of all water facilities. If any street, road, alleyway, driveway or drainage-way is installed at a different grade or location, the developer shall bear all the costs incurred by La Plata West Water Authority to relocate water facilities as a result of said facilities having improper cover or location. Such costs shall be non-refundable.
  - E. Outside of Division of Land. La Plata West Water Authority may require line extensions or line upgrades to be done outside the Division of Land in order to ensure an adequate supply of water is available for the general area. The costs and fees associated with all line extensions and/or line upgrades shall be borne by the Developer.

- F. Extensions / Upgrades. The Authority may require line extensions and/or line upgrades to be done outside the Division of Land in order to ensure an adequate supply of water is available for the development. The initial cost of all line extensions and/or line upgrades shall be borne by the Developer.
- G. Ownership. All water facilities installed within a Subdivision shall become the sole personal property of La Plata West Water Authority, upon written acceptance by the Authority. The developer shall have no right, title, or interest in or to any such facilities after written acceptance. Water delivery to any Parcel shall not commence until written acceptance has occurred.
- H. Commercial. Commercial Units within a Division of Land that require something other than a Primary Subscribership shall be negotiated with the Authority.
- I. Forgoing Apply. All of the terms and conditions in Articles I, II, and III, relating to Subscriptions, Service Connections, Meter Pits, and Fees apply.

### **LPWWA MAIN LINE EXTENSIONS POLICY**

**5.50 Required Permits and Fees:**

No main line shall be constructed or extended until a Main Line Extension Permit has been issued by the Authority or the Authority determines in its sole discretion and in writing that a Main Line Extension Permit is not necessary.

**5.51 Design and Construction Specifications:**

All line extensions, including special structures required to ensure proper operation of the line extension, shall be designed and constructed according to the Authority Engineer's specifications, and under Authority supervision. Said specifications shall comply with the Authority's construction specifications unless otherwise determined in writing by the Authority. Prior to the Authority's acceptance of the lines, reproducible as-built drawings shall be provided, or reasonable provision made therefor. Water and wastewater lines shall not be closer than ten feet (10') to each other, shall not be closer than two feet (2') from any other utilities, and shall be in compliance with the utility installation separation requirements for all utilities located within the same easement or right-of-way.

**5.52 Location of Line Extensions and Additions:**

When possible, line extensions shall be installed in roads or streets that La Plata County, Colorado Department of Transportation, or another applicable public agency has accepted as a public right-of-way or in an easement granted to the Authority.

**5.53 Conveyance of Title and Easements:**

Upon completion construction of main line extensions, the Subscriber shall, before such lines are accepted by the Authority, convey the lines, associated easements, and all appurtenances to the Authority free and clear of all liens and encumbrances and shall warrant the same for two (2)-

years. Such easements shall be of such width and shall contain such terms and conditions as the Authority determines appropriate. All easements shall be recorded in the La Plata County Clerk and Recorder's office at the Subscriber's expense prior to construction. The Authority, without being obligated to do so, may accept main line extensions in such fully constructed phases as the Authority determines appropriate. Subject to the provisions below, and notwithstanding any other provision contained herein, all main line extensions or such fully constructed phases thereof as the Authority determines appropriate to accept, shall be initially conveyed to the Authority no later than ninety (90) days following substantial completion, but such initial conveyance shall be subject to a two (2)-year warranty period. Final acceptance by the Authority of any such constructed facilities shall occur only upon satisfactory proof provided to the Authority of operability and lack of defect at the end of the two (2)-year warranty period, unless a different warranty period is specified by the applicable construction documents.

5.56 Line Extension Construction by the Authority:

All line extensions, which are to be constructed by the Authority shall be completed pursuant to a contract between a contractor and the Authority. At the discretion of the Authority, all associated construction costs shall be paid by the Authority out of funds derived from costs per-determined by the Subscriber's execution of a Water User Agreement. In the event said fees are insufficient, the Subscriber shall, upon notification, immediately deposit the balance due with the Authority to complete the work. Upon completion of the work, the final cost allocation shall be calculated by the Authority and any surplus refunded to or deficiency paid by the Subscriber. All daily inspection fees required by any governmental authority shall be paid by the licensed plumber, contractor, or others doing said work.

1) The Subscriber can solicit contractor's quotes with references, and select contractor subject to the Authority's approval. The Authority requires Bonded & Certified contractors to work within the Authority's easements and Highway or County Rights-of-way. Once a Water User Agreement has been executed for the cost of waterline the Authority will execute an agreement with the contractor as the owner of the system until completion of the work. When the Contractor has fulfilled their obligation of the contract, the Authority will deliver water.

5.57 Upsizing:

**A.** Minimum pipe diameter for water main lines shall be six inches (6"), unless otherwise specifically approved by the Authority. The Authority, in its sole discretion, may require a larger pipe diameter to convey water to other Subscribers. If the Subscriber's service requirement is less than six inches (6") and the Authority requires main lines to be six inches (6") or larger for future growth or other needs, then the Authority may participate in the costs associated with the oversized line(s). Costs associated with an oversized line are strictly the difference between the actual minimum cost needed to serve the Subscriber and the Authority's required pipe diameter, unless otherwise approved by the Authority's Authority of Directors.

**B.** The Authority's agreement to contribute to upsizing a pipe is contingent upon availability of funds and the Authority's Board of Directors' approval.

5.58 Line Extension Construction by The Proposed Subscriber:

All line extensions which are, by terms and conditions of a Line Extension Permit, to be constructed by the Proposed Subscriber, shall be completed pursuant to a contract between the contractor and Proposed Subscriber. All associated extension costs not incurred by the Authority shall be paid directly by the Proposed Subscriber. Nothing in this Section shall be construed to negate the requirements that the Proposed Subscriber Permit deposit or required bonds with the Authority and that design and construction be under the Authority's supervision. In the event the original pre-permit deposit is insufficient to cover the associated line extension costs incurred by the Authority, the Proposed Subscriber shall, upon notification, immediately deposit the balance due with the Authority to complete the work. Upon completion of the work, the final cost to the Authority associated with the line extension shall be certified by the Authority's Manager or Authority Representative and any surplus refunded to or deficiency paid by the Subscriber/Developer or Proposed Subscriber. See Table 4 Permit & Bond fees

5.59 Inspections:

During construction or extension of main lines, the Authority's Operator shall be notified, prior to backfilling, when the main line is ready for inspection and approval. Inspection of construction of line extensions shall be done at the sole cost and expense of the Subscriber in accordance with the Authority's inspection fee schedule set forth in Schedule of Fees and Charges.

5.60 Authority Discretion Concerning Extensions:

Notwithstanding any other provision of this Section, the Authority may, in its discretion, extend lines or approve extensions under such conditions as the Authority deems appropriate.

5.61 Inspection Prior to Conveyance, Correction of Defects, Warranty Testing and Inspection:

Construction of main line extensions by Proposed Subscribers shall be warranted for a two (2)-year period following conveyance to the Authority.

5.62 Inspection and conveyance:

No line extension shall be conveyed to the Authority until it has been inspected by the Authority and found to have been installed in complete conformity with all applicable Authority engineering standards, specifications, rules, and regulations. All deficiencies noted as a result of the inspection shall be corrected, at the Subscriber's sole expense, within ninety (90) days of the Authority's issuance of a written statement setting forth the deficiencies that need to be corrected. Deficiencies, for the purposes of this Section, may include failure to complete the extension or to fulfill all requirements of dedication to the Authority. The Authority shall have the right, but not the obligation, after written notice to the Subscriber benefited by the main extension, to correct any and all deficiencies listed in the written notice which were not corrected by the owner within said ninety (90)-day period and to charge the costs thereof, including reasonable attorney's fees, to said owner. All amounts incurred by the Authority to correct the deficiencies shall be deemed a charge against the Subscriber and, if not paid within thirty (30) days after the owner is invoiced

by the Authority, said charges shall constitute a lien against the property benefited by the main extension.

**5.63 Warranty Testing and Inspection:**

Within the ninety (90)-day period prior to the expiration of the warranty term, the following shall occur at the Proposed Subscriber's expense:

**A.** Water main transmission lines shall be pressure tested in the same manner as required at the time of the issuance of the subject Bill of Sale or other conveyance instrument; Appurtenant items such as, but not limited to, booster stations and SCADA shall be operated and verified in the same manner as was required at the time of the issuance of the Bill of Sale; and

**B.** Documentation of the above-described test reports, photographs, and other records shall be furnished to the Authority for acceptance, and the Authority's acceptance shall be a condition of the Authority's release of the warranty.

**5.64 Authority Ownership of Mains:**

Except as otherwise provided below, all lines that connect to or constitute extensions of the Authority's water system shall be owned, operated, and maintained by the Authority. The Authority's ownership of all such lines shall be a condition of connection to the Authority's water system. The Authority's ownership of such lines shall be evidenced by a Bill of Sale, Deed, or other appropriate instrument of conveyance. Except for privately owned mains, whenever for any reason there is no such Bill of Sale, Deed, or instrument of conveyance, the Authority's ownership shall be evidenced by the fact that the line has been connected to the Authority's water system. The Authority's ownership of any main line pursuant to this Section shall not in any way cancel, waive, or abridge any pre-existing warranty or other obligation that must be performed by the person or party who constructed the line in order to bring the line into compliance with this policy, as well as all other applicable Authority standards and specifications.

**5.65 Privately Owned Mains:**

The Authority reserves the right to refuse ownership of any line that the Authority determines should not become a part of its water system, including but not limited to, such lines as will become part of a private water system serving a specified area such as a PUD. All such privately owned, operated, and maintained lines shall be clearly identified as such in the records of the Authority and shall be clearly delineated by an Authority-owned vault and master meter. Such Authority-owned meter vault shall constitute the point at which the privately owned line connects with the Authority's water system.

**5.66 Dominion and Control Over Private Mains:**

Notwithstanding any other provision contained in this policy to the contrary, the Authority shall have the right, but not the obligation, to exercise such dominion and control over any privately owned lines as the Authority determines necessary or advisable to protect its public water system and to promote the general safety and welfare of the public. By way of explanation and not limitation, the Authority shall have the right to connect to any privately owned line for the purpose of serving other properties and other Subscribers. The Authority shall also have the right, in its

discretion, to prevent connections to any privately owned lines. In addition to the foregoing, the Authority shall have the right as a condition to approving the installation of any privately owned line within a PUD or other specified area to require dedication to the Authority of non-exclusive utility easements of such size, dimension, and location as the Authority determines necessary to permit the extension of the Authority's water system for the purpose of serving other areas not served by the privately owned water lines.

### **5.67 Cost Recovery:**

The Authority policy regarding Cost Recovery is as follows:

#### **A. General.**

Unless expressly waived by the terms of a Cost Recovery Agreement, the terms of these Cost Recovery Rules and Regulations are hereby incorporated in and applicable to all agreements and permits for Cost Recovery between the Authority and any Subscriber. For purposes of these Cost Recovery Rules and Regulations, the term "Cost Recovery" means: reimbursement to an Subscriber of a portion of its costs connected with an extension of a water line, but not including a fire hydrant line, or mainline from property owners who are not then currently receiving service from the Authority, with such reimbursement to occur when and if such other property owners/Subscribers connect to the Authority's system through the facilities funded by the Subscriber as provided in the Authority's Rules and Regulations, a Main Line Extension Permit, and any Cost Recovery Agreement. Cost Recovery for any facilities other than line extensions and appurtenances incidental thereto shall be allowed only upon a compelling showing and the Authority's determination that such recovery can be administered with a reasonable degree of accuracy and without increasing the Authority's difficulty of administering the fee. Cost Recovery for facilities other than extensions are disfavored. Cost recovery for out-of-Authority service is available on a case-by-case basis in the sole discretion of the Authority. Cost Recovery shall not be required at the end of a ten (10)-year period from the date of the adoption of any Cost Recovery Agreement. Cost Recovery is permitted, but only if it is acknowledged in a Main Line Extension Permit.

**B. Limitation on Recovery.** Subscriber/Developer shall recover no more than the difference between the total amount of capacity capable of being served by the facilities and the total amount of capacity expected to be used by Subscriber/Developer.

**C. Cost Recovery Agreement.** No Cost Recovery shall be assessed or paid until the Authority and the Subscriber/Developer enter into a Cost Recovery Agreement. Prior to executing such an Agreement, the Applicant shall deposit with the Authority sufficient funds to cover the Authority's costs in reviewing the Cost Recovery Agreement. Unless waived by the Authority, a Cost Recovery Agreement shall be entered into at or on the same day as a Bill of Sale conveying the facilities to the Authority. The Applicant shall provide proof of all payments made and copies of invoices related to the facilities prior to execution of the Cost Recovery Agreement. Applicant shall also provide a map of all parcels contiguous to extension or improvement and any other documentation required by the Authority.

**D. Administration.** Third parties shall pay Cost Recovery reimbursements to the Authority, which shall then pay such fees over to the Applicant subject to the terms of the Authority's Rules and Regulations, the Main Line Extension Permit, and any Cost Recovery Agreement. Any fees or

assessments collected from any party shall first be applied to Authority fees or assessments, with any proceeds to be allocated to Cost Recovery. The Authority may withhold or divert Cost Recovery reimbursements to pay for necessary repairs to the improvements caused by defective design, materials, or workmanship, regardless of whether any applicable warranty period has passed. The Authority Manager may withhold from any Cost Recovery payment of an administrative fee to offset any staff or consultant costs in administering a Cost Recovery Agreement at the then current rates. The Authority shall be indemnified and held harmless for any failure to properly execute the provisions of a Cost Recovery Agreement. The Authority's obligations shall be subject to annual appropriation of funds necessary for the performance thereof, which appropriation shall be made in the sole discretion of the Authority's Board of Directors. Cost Recovery fees shall constitute a perpetual lien on affected properties pursuant to § 32-1-1006(1)(a), C.R.S. An approved Cost Recovery Agreement may not be further assigned or delegated without the written consent of both the Applicant and the Authority. An Applicant who has an approved Cost Recovery Agreement in place may appeal to the Authority's Board of Directors for review of his/her Agreement if subsequent development contiguous to the extension line or other qualified improvements makes the initial recovery plan grossly unfair. The Authority may, at its discretion, consider an alternative formula for calculating the recovery amount.

ADDENDA

This Addenda is a standalone Document. La Plata West Water Authority reserves the right to edited the following Tables, as necessary from time to time without amending the Rules & Regulations.

Effective January 1, 2014, the following are La Plata West Water Authority meter installation charges and other applicable charges or fees. La Plata West Water Board reserves the right to determine costs/charges on an individual basis for meter sizes larger than one inch and to determine meter size based on projected demand. Flow rates shall be determined by the Board, as well as methods to be used. A residential meter (Type I) may service no more than three Dwelling Units.

- a. Residential Subscribership. Provides service for no more than three (3) Dwelling Units for the purpose of day-to-day living.
- b. Commercial Subscribership. Provides service for a structure such as a school, mobile home park, motel, RV park, multi-unit dwellings of four (4) or more, apartment building, condominium, greenhouse, agriculture use that demands a high volume of water or a facility where use of water is more than an incidental part of the business.

<b>Table #1 Water Meter Types</b>					
Description	Meter Size	Gallons per Minute	Multiplier	Base Rate Charge	Subscription Designation
Type I	¾”	<b>15</b>	<b>1</b>	<b>\$175</b>	Maximum 3 dwellings units per building i.e. tri-plex
Type II	<b>1”</b>	<b>25</b>	<b>1.67</b>	<b>\$175</b>	4 to 6 dwelling units per building i.e. apartment building
Type III	<b>1 ½”</b>	<b>50</b>	<b>3.33</b>	<b>TBD</b>	TBD by LPWWA
Type IV	<b>2”</b>	<b>80</b>	<b>5.33</b>	<b>TBD</b>	TBD by LPWWA
Type V	<b>3”</b>	<b>220</b>	<b>14.67</b>	<b>TBD</b>	TBD by LPWWA
Type VI	<b>4”</b>	<b>420</b>	<b>28.00</b>	<b>TBD</b>	TBD by LPWWA

Flow capacities and multiplier from Table 1 in AWWA Standards C700 (3/4”-2”) and C701 (3”-4”).

The Subscribers are responsible for the cost and installation of their service line. A service line shall begin at the meter (curb box valve) and extend to the dwelling or place of use.

The following fees or charges are adopted by the Board for additional work performed, expected to be performed, or for the purpose of penalties for violations of any of the Rules and Regulations of the La LPWWA Approved: 8/6/2014, Amended 9/17/2014, Amended 2/18/2015, Amended 8/9/2017, Amended 9/9/2020

Plata West Water Authority. Criminal penalties may apply. Failure to pay charges, fees, or fines within ninety days after notification shall be just cause for the Board to disconnect water service and cancel the Subscribership for the non-payment of water services.

<b>Table #2 Administrative Fees</b>	
<b>Fees or Charges</b>	<b>Minimum Fees or Charges</b>
Transfer Fee	\$35.00
Transfer Fee (in the event of death)	\$0.00
Meter Reading Request	\$10.00
Service Problems Assistance	\$25.00
Turn Water On / Off---During Vacancy	\$0.00
Renter Authorization	\$10.00
Return Check Charge	\$40.00
Location Move Administrative Charge	\$35.00
After Hour Fees	\$60.00
Suspension for Nonpayment Turn-On Charge	\$50.00
(Min) County Road Sleeving	\$TBD
(Min) State Highway Road Sleeving	\$TBD

The Board of Director’s reserves the right to waive any of the above fees on any basis it deems appropriate to the situation.

**Table #3 SUBSCRIPTION/TAP FEES FOR PHASE 2  
SUSPENDED UNTIL FURTHER NOTICE**

(FEES WILL BE DEFINED FOR EACH PROJECT PHASE, WITH INITIAL FEES BEING ESTABLISHED DURING THE DESIGN PROCESS FOR EACH PHASE)

Subscription Type	Total Fee	*2010 Deposit
Current Subscription Costs		
Primary	TBD	
Accessory	Half of Primary	Only if Applicable
UPGRADE OF RESERVE SUBSCRIPTION TO PRIMARY SUBSCRIPTION		
Requested Subsequent to final construction of system supply line at service location	\$TBD – Meter set fee <b>plus</b> all applicable design, installation and line extension costs	

Effective at the beginning of the subscriber’s monthly billing cycle (pro-rated for new Subscribers), the following water rates will be in effect for Subscribers of La Plata West Water Authority.

RATES

Rates TBD based on funding and applicable water costs, grants and USDA requirements

TABLE #4 WATER USAGE FEES	
Base Rate, includes 3,000 gallons of water per month (GPM)	\$175
Water usage 3,001 to 4,000 GPM	\$25
Water usage 4,001 to 5,000 GPM	\$25
Water usage 5,001 to 6,000 GPM	\$25
Water usage 6,001 to 7,000 GPM	\$25

**Table #5 SUSPENDED UNTIL FURTHER NOTICE**  
**RATE SCHEDULE EFFECTIVE 8/9//2017 Until Pricing is set for Phase 2**

Tap Cost	Down Payment Minimum \$3,000	\$ Financed	Monthly Principal Payment	Number of Monthly Payments	Handling Transaction Fee	Monthly Payment	Number of Years
\$12,000			\$125		\$10	\$135	
	\$3,000	\$9,000		72.00			6.00
	\$4,000	\$8,000		64.00			5.33
	\$5,000	\$7,000		56.00			4.67
	\$6,000	\$6,000		48.00			4.00
	\$7,000	\$5,000		40.00			3.33
	\$8,000	\$4,000		32.00			2.67
	\$9,000	\$3,000		24.00			2.00

There is a onetime Recording and Release fee due at sign-up of \$125.  
 The loan will be interest-free, as long as all monthly payments are timely and fully satisfy the amount due. You can choose your monthly payment; however, the minimum is \$125. Once water is available at your property, you will be required to pay the Monthly Base Rate and Water Usage fees, in addition to the monthly payment obligation under the Payment Plan. Late fees apply (6%). No pre-Payment Penalty. All additional amounts paid will be applied to reduce the principal amount owed. If you pay off the loan early, you will avoid Handling/Transaction fees!