

# **PALMER LAKE SANITATION DISTRICT**

## **RULES AND REGULATIONS**

**2006**

**Amended: August 14, 2006**  
**Amended: February 9, 2010**  
Amended July 9, 2014  
Updated Fees 1/1/16  
Updated Fees 1/1/2020

RESOLUTION OF BOARD OF DIRECTORS  
OF  
PALMER LAKE SANITATION DISTRICT

ADOPTING RULES AND REGULATIONS FOR THE DISTRICT

August 14, 2006

WHEREAS, The Rules and Regulations governing services, sewer connections, and sewer usage and the facilities of the District have been revised: and

WHEREAS, the Directors desire that the revised and re-written Rules and Regulations become the official Rules and Regulations of the District:

NOW, THEREFORE, BE IT RESOLVED that the Rules and Regulations of Palmer Lake Sanitation District dated the 14th day of August, 2006, be and the same are hereby approved and adopted as the official Rules and Regulations of the District to govern all services, facilities, and procedures of the District henceforth, subject to such amendments, changes, additions and deletions as from time to time may become necessary and adopted by this Board of Directors.

APPROVED AND ADOPTED This 14th day of August, 2006

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Kathleen M. Williams, Chairman

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Todd L. Bell, Vice-Chairman

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Gary D. Atkins, Secretary/Treasurer

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Dale J. Platt, Board Member

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Joseph F. Stallsmith, Board Member

**PALMER LAKE SANITATION DISTRICT**

## **RULES & REGULATIONS**

### **ARTICLE 1** **GENERAL**

#### **1-1 SCOPE:**

These Rule and Regulation are promulgated pursuant to section 32-1-1001(1)(m) of the Colorado Revised Statutes. They shall govern the operations of the District, and shall supersede and have priority over any and all informal practices or policies of the District, whether in written form or otherwise. These Rules and Regulations shall control all functions of the District except where they may be in conflict with State or Federal Law.

The District's operational activities are performed through a wholly owned enterprise in accordance with the provisions of section 37-45.1-101 et. seq. of the Colorado Revised Statutes. These Rules and Regulations shall apply to all activities engaged in by the District and its referenced enterprise, and as used herein the term District shall refer to the District and its referenced enterprise.

The District is party to an Amended Joint Use Agreement, along with Woodmoor Water and Sanitation District No. 1 and Monument Sanitation District, through which the Tri-Lakes Waste Water Treatment Facility is jointly owned and operated. The operation of the Tri-Lakes Waste Water Treatment Facility is governed by an Amended Joint Use Agreement, and policies, rules and regulations adopted by the Joint Use Committee and the member districts in accordance with such Agreement.

#### **1-2 PURPOSE:**

It is necessary for the health, safety and welfare of the residents and owners of property within the District to regulate collection and treatment of wastewater. These Rules and Regulations set forth uniform requirements for direct and indirect users of the District System and enable the District to comply with applicable State and Federal laws.

#### **1-3 USAGE AND TITLES:**

Unless otherwise indicated, all words and phrases used herein shall be construed and understood according to the common and ordinary usage of the language. Any dispute as to the interpretation of these Rules and Regulations or as to their application in any given case shall be decided by the Board. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section or subsection set forth under each heading.

#### **1-4 AMENDMENTS, REPEALS ADDITIONS:**

Additions and amendments to, and repeals and re-enactments of, any of the provisions of these

Rules and Regulations shall be made by resolution of the Board taking such action by specific reference to the Article, Part or Section number hereof. Upon the effective date of any such resolution, the District shall prepare new or reprinted pages incorporating herein the changes so enacted, and such new or reprinted pages shall be prima facie evidence of such action until such time as these Rules and Regulations, as subsequently amended, are re-adopted as a new set of Rules and Regulations.

**1-5 PRIOR OFFENSES, CONTRACTS NOT AFFECTED:**

Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any Person, or any contract entered into before the effective date of these Rules and Regulations.

**1-6 SEVERABILITY:**

Should any one or more sections or provisions of these Rules and Regulations be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

**1-7 INCORPORATION OF STANDARDS BY REFERENCE:**

**1-7.1 Installation Regulations:**

The Installation Regulations of the District are set forth in Section 6 of these Rules and Regulation and Appendix A attached hereto.

**1-7.2 Waste Control And Industrial Pretreatment Regulations:**

The District's Waste Control And Industrial Pretreatment Regulations are set forth in Appendix B attached hereto.

**1-7.3 Rates Charges And Specifications:**

The Rates and Charges of the District are set forth in Appendix A attached hereto.

**1-8 OWNERSHIP:**

The District owns the District System and, in the future, shall only accept ownership responsibilities for additional facilities which have been formally conveyed to and accepted by the District in accordance with Section 6 of these Rules and Regulations.

**1-9 OPERATION AND MAINTENANCE:**

The District operates, maintains, repairs, and replaces the District System. Such maintenance activities may include, without limitation, regular inspections of private premises to ensure compliance with these Rules and Regulations, in addition to periodic, systematic inspection and maintenance of District Facilities. All inspections, observations, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspection, observations, testing, or reviews required or authorized by these Rules and Regulations, or by reason of the issuance of any approval or permit

for any work subject to the authority of jurisdiction of the District.

**1-10 INTERCONNECTION, CROSS CONNECTIONS:**

No Person shall connect any other wastewater system to any component part of the District System, nor shall water from any water or wastewater system be introduced or permitted to enter the District System, except with the express written approval of the District under written agreement approved by the Board of Directors. The District may immediately without notice disconnect *any unauthorized CROSS CONNECTIONS or interconnection* and charge the Actual Costs thereof, together with any resulting damages or losses, to any person responsible therefore.

**1-11 REPAIR SHUT-OFF:**

The District may, without notice and without liability to anyone, shut off or plug any part of the Sewer system for the purpose of making repairs, extensions to the District System or for other useful or necessary purposes.

**1-12 SERVICE OUTSIDE THE DISTRICT:**

The District has no obligation whatever to provide any service outside of its legal boundaries.

**1-13 CONNECTION TO DISTRICT SYSTEM:**

For health and sanitary purposes, the Board shall have the authority to compel owners of inhabited property within the boundaries of the District to connect their property with the District System, in accordance with Colorado State law. Upon a failure of any person to connect within twenty (20) days after written notice by the Board to do so, the Board may cause such connection to be made and a lien to be filed against the property for the Actual Cost incurred in making such connection. No Owner, however, shall be compelled to connect his property with the District's System unless a sewer line is brought by the District to a point within 400 feet of the nearest property boundary. Nor shall any Owner be compelled to connect to the District System if the Property is already being served by a properly functioning septic system, as determined by El Paso County Health Department, or if a written exception is granted by State or County authorities.

**1-14 DUTY TO REPORT:**

Any Person (1) who destroys, damages or alter any District facility; or (2) who causes or permits any Foreign Materials to enter the District System; or (3) who causes any obstruction in the flow of sewage in any District facility, and any person who discovers, observes, or has reasonable cause to believe that any of the foregoing has occurred, shall immediately report the same to the District.

**1-15 NOTICE OF EXCAVATIONS:**

Any Person who excavates in any area where District facilities are located shall give written, personal or telephone notice of the date, extent, and duration of such excavation to the District at least 48 hours before beginning any such work in accordance with the provisions of section 9-1.5-101, et. seq. Of the Colorado Revised Statutes. Any permission granted for excavation pertains only to the District lines and facilities.

**1-16 OTHER SYSTEMS PROHIBITED:**

Except as provided in Section 1-13 or otherwise in these Rules and Regulations, it shall be unlawful to construct or maintain or use any privy, privy vault, septic tank, cesspool, or other facility intended for disposal of sewage on any lot when that lot is served by the District System, or District sewer line is located within 400 feet of the nearest property boundary, except during the period of construction of a Building on such lot. At any time the main line of a public sewer is extended along the property line, or within 400 feet of the property boundary, the property owner shall be required to discontinue the use of a private sewer system at such time as it fails to operate properly and pursuant to State and County Health regulations.

## **ARTICLE 2 DEFINITIONS**

As used in these Rules and Regulations, unless the context clearly indicates otherwise, the words defined below shall have the respective meanings set forth for them:

**2-1 ACTUAL COST:**

All direct and indirect costs applicable to a particular act or action, including construction, engineering, legal inspection, approval fees, "as built" drawings, and other cost required for completion of such act or action.

**2-2 BOARD OR BOARD OF DIRECTORS:**

Shall mean the duly constituted board of Directors of the Palmer Lake Sanitation District.

**2-3 BUILDING:**

An enclosed habitable structure with outside walls and a roof designed and constructed for permanent shelter of persons and habitable as a dwelling or business. This definition includes traditionally constructed homes, as well as manufactured homes and mobile homes that are not located in a trailer park.

**2-4 BUILDING DRAIN:**

That part of the lowest horizontal piping of a Building drainage system from the stack or horizontal branch extending to a point not less than five feet outside the Building wall.

**2-5 CONTRACTOR:**

Any person who performs any work, either for himself or another, on a wastewater facility, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.

**2-6 CUSTOMER:**

Any person, company, corporation, or governmental authority or agency authorized to connect to the Sewer Main

**2-7 DISCLAIMER:**

Any other term not herein defined shall be defined as presented in the "Glossary-Water and Sewage Control Engineering," and glossaries of American Public Health Association, American Society of Civil Engineers, and Water Pollution Control Association.

**2-8 DISTRICT:**

The Palmer Lake Sanitation District, its employees, agents, officers, directors, insurers, and professional consultants.

**2-9 DISTRICT SYSTEM:**

The plant, facilities, systems, assets, and appurtenant property rights owned or directly controlled by

the District.

**2-10 FIXTURE UNIT OR FU:**

The term FU or Fixture Units shall have the same meaning as those terms are used under the latest edition of the Uniform Plumbing Code as published by the International Association of Plumbing & Mechanical Officials.

**2-11 FOREIGN MATERIALS:**

Any objects or substances other than normal domestic wastewater, or substances allowed by the Industrial Pretreatment Code.

**2-12 GARBAGE, BIODEGRADABLE:**

Any waste, vegetable or animal material and any other matter resulting from the preparation, cooking, handling, consumption, dealing in, or the storage of meat, fish, fowl, fruit, foods, or vegetables.

**2-13 INDUSTRIAL WASTES:**

The liquid or solid form of wastes from industrial processes, as distinguished from sanitary sewage.

**2-14 KENNEL:**

Is a commercial establishment with shelter(s) and enclosure(s) in which dogs and/or cats are bred and/or boarded.

**2-15 MAIN EXTENSIONS:**

The construction of any facilities of any kind whatsoever, wherever located, or the facilities themselves, which are intended to become a part of the District System upon acceptance by the District in accordance with Section 6 of these Rules and Regulations.

**2-15.5 MANUFACTURED HOME:**

Any pre-constructed building unit or combination of pre-constructed building units, without motor power, which are manufactured in a factory or at a location other than the residential site of the completed home, which is designed and commonly used for occupancy by persons for residential purposes, in either temporary or permanent locations, and which unit or units are not licensed as a vehicle

**2-16 MOBILE HOME:**

A single family dwelling, transportable in one or more sections, built on a permanent frame designed for long-term residential occupancy and containing complete electrical, plumbing, and sanitary facilities and designed to be installed in a permanent or semi-permanent manner with or without permanent foundation, and which is not licensed as a vehicle.

**2-17 NATURAL OUTLET:**



Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

**2-17.5 TRAILER PARK:**

A parcel of land used for the continuous accommodation of two or more occupied mobile homes or manufactured homes.

**2-18 PERMIT:**

Written permission of the Board of Directors for a Property Owner to connect to the public sewer system of the District in accordance with these Rules and Regulations.

**2-19 PERMITTED PREMISES:**

The land area and improvements to which wastewater service is limited under any particular permit.

**2-20 PERSON:**

Any individual, firm, company, society, corporation group, or body politic.

**2-21 PH:**

The logarithm of the reciprocal of the weight of the hydrogen ions in grams per liter of solution.

**2-22 PROPERLY SHREDDED GARBAGE:**

The waste from the preparation, cooking, and dispensing of food that has been shredded to such degree that all such particles will have an operational characteristic such that at least forty percent of all materials discharged from the shredder shall pass a number three sieve, and one hundred percent shall pass a one-half (1/2) inch screen.

**2-23 PROPERTY OWNER OR OWNER:**

Any person who, whether solely or with others, owns real property within the District. When property is owned by more than one person, the term includes all owners thereof. As used in these Rules and Regulations, the term shall apply to such person only in connection with his ownership of any specific parcel of real property involved in any specific matter governed by these Rules and Regulations.

**2-24 PUBLIC SEWER:**

A sewer main which is owned and controlled by the District and which is located in public streets or in/and, easements (whether express, implied or by prescription) or rights-of-way which have been acquired by the District.

**2-25 RECORD OR AS-BUILT DRAWINGS:**

A separate set of construction plans to the same scale as those submitted in the permit application to extend the Sewer Main to indicate completely and accurately the field-installed condition of facility construction, as required by Section 6 of these Rules and Regulations.

**2-25.5 RECREATIONAL VEHICLE:**

A vehicle designed to provide temporary living quarters for recreational, camping, or seasonal use that either has its own motor power or is mounted on, or towed by, another vehicle. The term

“recreational vehicle” includes camping trailers, fifth wheel trailers, motor homes, travel trailers, truck campers and the like.

**2-25.6 RV PARK:**

A parcel of land used for the continuous, periodic or seasonal accommodation of two or more recreational vehicles.

**2-26 ROUGHED-IN-FIXTURE:**

Plumbing which is installed for a fixture to be installed at a later date. A roughed-in-fixture shall be treated as an equivalent to a Fixture Unit.

**2-27 SEWAGE:**

A combination of the water-carried waste from residences, business buildings, institutions, and industries establishments, together with such ground, surface, and storm water infiltration as may be present.

**2-28 SEWAGE TREATMENT PLANT:**

Any arrangement of devices and structures used for treating sewage.

**2-29 SEWAGE WORKS:**

All facilities for collecting, pumping, treating, and disposing of sewage.

**2-30 SEWER:**

A pipe or conduit for carrying sewage.

**2-31 SEWER, COMBINED:**

A sewer receiving both surface runoff and sewage.

**2-32 SEWER MAIN:**

Those pipes and appurtenant facilities used for collection of wastewater and which are located under public streets or in land, easements (whether express, implied or prescriptive) or rights-of-way deeded or licensed to the District.

**2-33 SEWER, SANITARY:**

A sewer which carries sewage and to which storm and surface waters are not intentionally admitted.

**2-34 SEWER, STORM OR STORM DRAIN:**

A pipe or conduit which carries storm and surface waters and drainage, but excludes sewage and polluted industrial waters.

**2-35 SERVICE LINES:**

All pipe, fittings, and appurtenances, owned by Property owner, which convey wastewater from

private property to the Sewer Main. The dividing point between the District System and privately owned service lines is the tapping saddle for the discharge of wastewater into the Sewer Main.

**2-36 SHALL:**

As used herein, the term "shall" is to be construed as mandatory.

**2-37 STABLE:**

A building with enclosures in which horses, cattle, sheep, goats, and/or other large domestic animals are sheltered and fed.

**2-38 STUB-IN:**

A Tap made for the purpose of installing Service Lines prior to the paving of streets. Such connection shall include fittings necessary to extend the service line to the property line.

**2-39 SUPERINTENDENT:**

The manager or other duly authorized representative of the District with respect to the operation and maintenance of the District System.

**2-40 SUSPENDED SOLIDS:**

Solids that either float on the surface of, or are in suspension in, water, sewage or other liquids, and which are removable by filtering.

**2-41 SYSTEM SPECIFICATIONS:**

Those specifications as stated in sections 4 and 7 and Attachment D of these Rules and Regulations, which prescribe the minimum technical standards and related requirements for the design, installation, construction, operation, use, maintenance, repair and replacement of all wastewater facilities, public and private, within the District.

**2-42 TAP OR SERVICE CONNECTION:**

The physical connection to a Sewer Main which, together with the Permit for same, effect wastewater service to Permitted Premises.

**2-43 TOILET, PUBLIC:**

A shelter containing water closet(s), with perhaps lavatory(ies) available for use by the general populace, such as those in municipal parks.

**2-44 USER:**

Any Person to whom sewer service is supplied.

**2-45 WATERCOURSE:**

A channel in which a flow of water occurs, either continuously or intermittently.

**2-46 WILL:**

As used herein, the term “will” is to be construed as mandatory.

## **ARTICLE 3 USER REQUIREMENTS**

### **3-1 SERVICE LINES:**

#### **3-1.1 Construction:**

Separate and independent Service Lines shall be designed, installed and constructed by the Property Owner at his sole cost and expense for every improvement requiring wastewater service.

#### **3-1.2 District Relocation:**

When proper management, operation or maintenance of the District System require it, the District may relocate the service pipe and fittings through which a Property Owner receives wastewater service at District expense. All service pipes and fittings so relocated shall become the property of the Property Owner when installed.

#### **3-1.3 Owner Maintenance:**

The Property Owner shall be exclusively responsible for maintaining, repairing and replacing all Service Lines, plumbing fixtures, waste-using appliances, and pipes. The Property Owner shall cause any and all leaks or other non-conformities on privately-owned facilities to be repaired promptly, in accordance with these Rules and Regulations and the System Specifications, at the Property Owner's sole expense. If Property Owner fails to properly maintain, repair or replace its Service Lines, such work may be performed by the District, and billed to the Property Owner. Any unpaid sums incurred by the District in making such repairs shall constitute a lien against the Property Owner's property.

#### **3-1.4 Responsibility For Damage:**

The District is not responsible or liable for damage from any cause whatsoever to service lines, privately-owned piping, fixtures, and water-using appliances, and no Property Owner is entitled to reimbursement for damages or payment of refunds by reason of pressure changes or stoppage of the flow of water through the District System. The Property Owner shall be solely responsible for all damage to Persons or property resulting from leaks on his Service Line or from any apparatus owned by him.

### **3-2 COST:**

The Property Owner shall be responsible for the Actual Costs for Service Lines installed from the collection or use point to Sewer Main of the District. Subsequent to the tapping, the Property Owner shall be responsible for the maintenance of the Service Line from the point of collection or use to the Sewer Main.

## **ARTICLE 4**

## **INCLUSIONS**

### **4-1 STATEMENT OF POLICY:**

All facilities to be constructed by the District to provide sanitary sewer services to a property, as well as improvements to or upgrades of the District's existing facilities required in order to serve such property, must be financed solely by the Owner of the property and by revenues from the included property. Similarly, all legal, engineering, accounting and administrative expenses related to the consideration or processing of an application for inclusion shall be borne by the Owners. All Line extensions, all new facilities and all existing facilities upgrades, including acquisition of necessary easements, required in order to provide sewer service to any property to be included in the District shall be paid for by the person or entity seeking such inclusion. The District shall become the owner of that portion of the wastewater treated in the Tri-Lakes Wastewater Treatment Facility placed in the system by the included property. In connection with the ownership of return flow water, the District shall be entitled to dispose of the same in any manner it may so desire.

### **4-2 REQUIRED SUBMITTALS:**

#### **4-2.1 Petition:**

In pursuing inclusion with the District, Petitioner shall use the form furnished by the District and must provide all information required thereby. A copy of the current form is attached hereto as Appendix C. Petitioner must sign the Petition exactly as his name appears on the instrument by which he took title to the property. The signatures of all Petitioner must be acknowledged in the same manner as provided by Colorado law for acknowledgments on instruments conveying real property.

#### **4-2.2 Survey Drawing:**

The Petition shall be accompanied by a survey drawing depicting the Property's exact location, its location in relation to the boundaries of the District, the location of existing easements and rights of way adjacent to the Property, and bearing the signature and seal of a professional engineer or land surveyor registered in the State of Colorado.

#### **4-2.3 Vicinity Map:**

The Petition shall be accompanied by a vicinity map illustrating the general location and the boundaries of the property in relation to existing streets or other prominent terrain features.

#### **4-2.4 Evidence of Title and Authorization of Signatories:**

The Petition shall be accompanied by evidence of title sufficient to assure that the Petitioner has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Petitioner shall furnish such additional information (i.e., partnership agreement, joint venture affidavit as provided by section 38-30-166, C. R.S., etc.) As may be requested by the District in order to determine that the signatories have been authorized by that entity to execute such documents

#### **4-2.5 Narrative Description Including:**

The Petition for Inclusion shall be accompanied by a narrative description of the subject Property;

including the following information:

**4.2.5.1**

The proposed total population for the property together with a breakdown of the proposed development into single-family residences, condominiums, apartments, and commercial and public properties.

**4-2-5.2**

The proposed population density for each area of the property, including the number of acres to be used for single-family residences, condominiums, apartments, and commercial development, together with an indication of lot sizes.

**4-2-5.3**

The number of acres to be dedicated to schools.

**4-2-5.4**

The developer's proposed development schedule.

**4-2-5.5**

The names of owners of the property.

**4-2-5.6**

Any other pertinent facts that will assist the District in planning for adequate sewer service to the Property.

**4-3 PROCEDURE:**

Following submittal and District acceptance of the submittals required above, inclusion proceedings shall be conducted as follows:

**4-3.1 Feasibility Study:**

The District shall perform a feasibility study in order to determine whether and under what conditions the property proposed for inclusion can be served by the District System.

**4-3.2 Notice Of Public Hearing:**

At the first regular meeting of the board following approval of the submittals, the Board shall set the date of the public hearing on the inclusion and order notice thereof to be provided in accordance with applicable law.

**4-3.3 Public Hearing:**

The public hearing and the Board decision made pursuant thereto shall be held in accordance with applicable state law.

**4-3.4 Conditions:**

If the Board approves the Petition for Inclusion subject to conditions which must be met before it is to become effective, the District will ensure that all such conditions have been met before filing a Petition for Inclusion with the El Paso County District Court.

**4.4 CONDITIONS OF INCLUSION:**

The including property and its owners are subject to the following conditions, together with any and all such additional conditions and requirements as may be imposed by the Board.

**4-4.1 Rules And Regulations:**

With respect to all matters affecting or in any way touching upon the allocation or provision of sanitary sewer services to the property, the property and its Owner shall be bound by and subject to these Rules and Regulations and the attachments hereto.

**4-4.2 Easements And Rights-Of-Way:**

The Property Owner shall, at no cost to the District, grant and convey to the District any and all easements and rights-of-way over, across or through the property required by the District to serve such property. In addition, the Property Owner shall be responsible for, and pay all costs and expenses of whatever kind associated with, the acquisition and approval of all such easements and rights-of-way whether located within the included property or outside of it. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.

**4-4.3 Design And Construction:**

The Property Owner shall, at his sole cost and expenses, design, construct, and install all Sewer Mains and any other facilities required by the District to serve the included property. All such Sewer Mains shall be constructed according to these Rules and Regulations. Such design, construction and installation shall be subject to inspection and approval by the District.

**4-4.4 Conveyance Of Facilities:**

Upon completion of the Sewer Mains and any other facilities and approval thereof by the District, the Property Owner shall convey such facilities to the District pursuant to the procedures set forth in Article 6 of these Rules and Regulations.



#### **4-4.5 Service Not Guaranteed:**

The allocation of Taps for, and the provision of service to, the included property shall be governed at all times by these Rules and Regulations. Taps shall be awarded on a first come first serve basis, and subject to availability of adequate service capacity. The process of including property within the District does not guarantee service to the included property. The District may be limited in the number of new Taps that may be made to its system because of the allocation policy of the District and service to the included property may further be limited or delayed indefinitely because of capacity limitations of existing facilities. Accordingly, by including its property within the District, the Property Owner shall be deemed to waive any rights, claims, or cause of action of any kind which it may assert against the District based upon the inability or refusal of the District to provide sanitary sewer service to the included property.

#### **4-4.6 Enlargement Of Structures:**

No Property Owner shall enlarge or extend any portion of his improvements receiving service (including buildings, parking and landscape areas, etc) into an area outside the boundaries of the District without having the area included into the District prior to the commencement of construction.

#### **4-4.7 Inclusion Agreement:**

Upon the District's approval of a Petition for Inclusion, the Property Owner and the District shall enter into an inclusion agreement setting forth substantially the terms and conditions specified in this Article 4, together with any other or additional provisions required by the Board.

## **ARTICLE 5 SERVICE AND PERMITS**

### **5-1 PERMIT REQUIRED; APPLICATION:**

No person shall cause any service connection to any District facility until the District has completed an Availability of Sewer Service form, as set forth in Appendix G hereto, and obtain a Permit to Tap as set forth in Appendix A, attachments 1, 2 or 3, as may be applicable. Any person who desires to obtain new service to property within the District shall make written application therefor at the office of the District upon such forms as may be prescribed and furnished by the District.

### **5-2 APPROVAL STANDARDS; REVOCATION:**

#### **5-2.1 Approval Standard:**

No Tap shall be issued until the District has completed an Availability of Sewer Service for the property in question; (2) the District has concluded in its sole and absolute discretion, that sewer service is available for the property; (3) the District's existing treatment capacity and facilities are adequate to serve the proposed Tap; (4) the Property Owner has paid all fees and or charges imposed by the District; and (5) the Property Owner has completed and signed the duly issued Certification of Payment of Tap Fee and Permit to Tap.

#### **5-2.2 Conformity With District Standards:**

Notwithstanding any other provision of these Rules and Regulation to the contrary, the District may withhold permits or approvals for service from any facilities, private or public, which do not conform to these Rules and Regulations.

#### **5-2.3 Revocation:**

The District may revoke any Permit, before or after the Tap is activated, upon a determination that the application therefore contains false or inaccurate information.

### **5-3 PREPAID TAP POLICIES:**

**5-3.1** In those circumstances where the District currently has a sewer line located within 400 feet of property that is subject to a prepaid tap, the owner of such property shall have the right to exercise the prepaid tap on or before December 31, 2009. If such owner fails to use the prepaid tap on or before December 31, 2009, the prepaid tap shall be deemed abandoned and of no further force or effect.

**5-3.2** In those circumstances where property that is subject to a prepaid tap is located outside the current boundaries of the District, the owner of such property shall have the right to exercise the prepaid tap on or before December 31, 2009. Additionally, as a condition precedent to the exercise of the prepaid tap, such owner must petition to include the subject property into the District, with such inclusion petition to proceed in accordance with the District's inclusion policies then in effect. If such owner fails to petition for inclusion and use the prepaid tap on or before December 31, 2009, such prepaid tap shall be deemed abandoned and of no further force or effect.

**5-3.3** In those circumstances where property that is subject to a prepaid tap is located more than 400 feet from an existing District sewer main, the owner of such property shall

have a period of 24 months from the date a District sewer main is extended to a distance of no more than 400 feet from such owner's property within which to exercise the prepaid tap. If the owner fails to exercise the prepaid tap within 24 months from the completion of the referenced sewer line extension, such prepaid tap shall be deemed abandoned and of no further force or effect.

- 5-3.4** Notwithstanding the provisions of paragraphs 1 through 3, above, the owner of a prepaid tap may extend the deadline for exercising such prepaid tap by paying the District's commercial and/or residential service fees applicable to such properties connected to the District's sewer service facilities, as such fees may be amended from time to time, ("Stand By Fees"). Provided all Stand By Fees are timely made beginning January 1, 2010, the prepaid tap will continue to be valid and may be exercised by the property owner. Invoices for Stand By Fees shall be issued in advance on a quarterly basis in January (first quarter), April (second quarter), July (third quarter), and October (fourth quarter) of each year, with full payment for such invoices to be due on or before the end of the quarter in which the invoice is sent.

*Amended: 2-09-10*

An owner of a prepaid tap who remains current in the payment of Stand By Fees will be allowed to tap into the District's sewer service facilities without incurring any additional fixture unit charges.

*Added 7-9-14*

A homeowner utilizing a septic system who requests to tap into the District's sewer service facilities will be charged the then-current tap fee, with such tap fee to include the then-applicable fixture unit charges for each fixture unit associated with such homeowner's home.

*Added 7-9-14*

- 5-3.5** In the event a property owner fails to timely make any required quarterly payment, the District may thereafter issue a final written warning together with a request for payment of all Stand By Fees then due and payable. Following the issuance of such final written warning, no further warnings, whether written or otherwise, shall be required or necessary. In the event a property owner fails to timely make the required payment following issuance of the written warning, the property owner's right to exercise the prepaid tap shall thereafter automatically terminate and be of no further force or effect, and no further action shall be required on the part of the District to effectuate such termination.

*Added:*

*2-09-10*

- 5-3.6** Notwithstanding any of the foregoing policy statements, the District's Board of Directors retains the absolute discretion to determine whether to approve any particular prepaid tap which may not comply with the letter of these policies. In exercising such discretion, the District's Board of Directors shall be guided by principles of equity and justice and the purposes which underlie these policies, including the need to bring finality to all outstanding taps. Such determinations by the District's Board of Directors shall be final and conclusive.

**5-3.7** It is not the responsibility of the District, the District's Board, the District's employees, or any individual acting on behalf of the District, to notify any person regarding the existence or status of any individual prepaid tap, or any related prepaid tap agreements. Property owners shall have the sole responsibility to maintain records in connection with such prepaid taps and to notify the District of the existence or status of any existing prepaid tap.

**5-4 REISSUES:**

An application for the reissue of any Permit shall be subject to the same procedures as herein set forth for application for new Permit.

**5-5 TAP ALLOCATIONS:**

Subject to Board approval, the District may allocate and authorize Taps for service within its boundaries on any reasonable basis determined by the Board.

**5-6 MULTIPLE TAPS PROHIBITED:**

Each and every independent structure requiring sewer service shall be individually permitted whether or not under common ownership. For the purposes of this section, structures shall be considered to be independent if they do not have common foundation, walls, and roof. In the event of a subdivision, sale or transfer of any part or parts of any permitted premises, the owner of that part of the permitted premises closest to the Tap, following the route taken by the service line, shall be entitled to keep the original Tap, and the owner of each other part shall be required at his sole expense to obtain a new and separate permit for his part of the property.

**5-7 INSTALLATION STANDARDS:**

All Taps shall be subject to these Rules and Regulations, as well as the following procedures:

**5-7.1 Inspection:**

No Tap shall be activated until it has been inspected and approved by the District. The Property Owner shall notify the District not less than 48 hours before a Tap is to be made and shall arrange for the District's inspection thereof.

**5-7.2 Record Drawing:**

The District may supply the Property owner with a record drawing within two weeks after the building has been completed, showing the locations of the Tap and the Service Line.

**5-7.3 Cure of Defects:**

The person who made the Tap shall, at his sole cost, correct, repair or replace any part or parts of any work performed during installation of a Tap which the District determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkable quality, or otherwise not in conformity with any applicable warranty.

**5-8 TAP SIZING; INCREASES:**

**5-8.1 Sizing:**

The size of the Tap shall be determined by the Property Owner, subject to the approval of

the District. A standard Tap is 4"™.

**5-8.2 Demand Changes:**

An application for an increase in the size of any existing Tap shall be treated as an application for new service to the extent of the increase. The Tap charge to be paid in connection with such application shall be determined by subtracting the current amount of the Tap charge for the existing Tap from the current amount of the Tap charge for the size of Tap applied for. No refund of any Tap charge shall be made in connection with a reduction in the size of any Tap. If a Property Owner requests an increase service which is large enough to impose a demand in excess of the capacity of the existing Sewer Main, it may be necessary to replace the existing Sewer Main with one of appropriate size, and in such event, the full cost thereof shall be paid by the Property Owner.

**5-9 EXTRA-TERRITORIAL SERVICE:**

Nothing in these Rules and Regulations shall limit the District's ability to provide service outside its boundaries under such terms and conditions as the Board may determine. Any such service shall be rendered only by written contract approved by the Board. No such contract, however, or the service rendered pursuant thereto shall be construed to impose upon the District any obligation to provide other service outside of its boundaries, nor shall the existence of such contract or the services rendered in connection therewith constitute an offer by the District to serve any property outside of its boundaries, except as may be agreed upon by the District.

## **ARTICLE 6 MAIN EXTENSIONS**

### **6-1 APPROVAL REQUIRED: IMPROVEMENT AGREEMENT:**

No property owner shall commence any construction to extend a Main within the jurisdiction of the District without the prior written approval of the District, following formal application therefore, and in compliance with these Rules and Regulations, including Appendices F and G hereto. If required by the District, the Property Owner shall enter into written Sewer Line Extension Agreement with the District setting forth any and all conditions applicable to any main extension.

### **6-2 LOCATION:**

Sewer Main extensions shall be installed only in rights-of way or easements deeded to the District, or in roads or streets which a city, county, state highway department or other public agency has accepted for maintenance as a public right-of-way.

### **6-3 DEEDED RIGHTS-OF-WAY AND EASEMENTS:**

Deeded right-of-ways or easements necessary to cover Main Extensions not located in public rights-of-way shall be granted to the District by the Property Owner at no cost to the District, and upon such terms as the District may reasonably require before construction of any Main Extension begins. The District will not accept the Main Extension or other facilities for maintenance until it receives all required releases from the Property Owner, and any other person claiming an interest in the property which is the subject of the easement or right of way.

### **6-4 RIGHT-OF-WAY ACQUISITION COST:**

The Property Owner shall be responsible for and pay all costs and expense of whatever kind associated with the acquisition and approval of all easement and rights-of-way necessary to extend existing District facilities to the boundary of Property Owner's property. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute a condemnation action.

### **6-5 DESIGN AND CONSTRUCTION:**

The Property Owner shall at his sole cost and expense design, construct and install all Main Extensions reasonably required by the District to serve his property. All such work shall be in conformity with and subject to applicable rules, regulations, standards and specifications of the District, including the Sanitary Sewer Construction Specifications of the Palmer Lake Sanitation District, attached hereto as Appendix D.

### **6-6 INFORMATION TO BE SUBMITTED:**

The District will evaluate a request for new service within the District only after it has received all of the following information:

**6-6.1** A fully executed Request for Evaluation of Sanitary Sewer Line Extension, in the form attached hereto as Appendix E.

**6-6.2** A legal description of the property to be served, setting forth total acreage.

**6-6.3** A map of the property, showing its location within the District.

**6-6.4** The existing zoning and proposed zoning for the property.

**6-6.5** A description of the proposed uses of the property including:

**6-6.5.1** The proposed total population for the property, together with a breakdown of the proposed development into single-family residences, condominiums, apartments, commercial and public properties.

**6-6.5.2** The proposed population density for each area of the property, including the number of acres to be used for single-family residence, condominiums, apartments and commercial development, together with an indication of a lot size.

**6-6.5.3** Any other pertinent facts that will assist the District in Planning for adequate sewer services to the property.

**6-6.6** The proposed development schedule.

**6-6.7** The names of the Owner of the property.

**6-7 PLAN REVIEW AND APPROVAL:**

No construction of any Main Extension shall begin until after the plans and design therefore have been reviewed and approved by the District as conforming with applicable standards, and the Property Owner has executed a Sanitary Sewer Line Extension Agreement in the form attached hereto as Exhibit F. The District shall inform Property Owner of the reasons for any disapproval. Upon approval of the plans and design, the District will schedule a pre construction meeting with the Property Owner. A letter of credit in an equal amount to the estimated cost of construction will be due to the District from the Property Owner before any line construction commences.

**6-8 CONSTRUCTION OBSERVATION:**

Property Owner shall notify the District at least two business days before commencing construction and at any and all the times specified by the District in any plan approvals or otherwise for observation, inspection or testing.

## **6-9 CONDITIONAL ACCEPTANCE:**

### **6-9.1 Standard:**

Upon completion of construction, Property Owner shall initiate the dedication process by submitting a request to the District for a preliminary inspection of the Main Extension. The Main Extension will qualify for conditional acceptance by the District when all of the following conditions have been met.

#### **6-9.1.1 DISTRICT REVIEW:**

The District has determined that the Main Extension has been constructed and connected to the District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all governmental entities and agencies having jurisdiction.

#### **6-9.1.2 PROPERTY OWNER REQUIREMENTS:**

Property Owner has tendered and the District has approved the following:

- A. Record drawings and certified compaction test results;
- B. Key maps showing the location of all component parts of the Main Extension;
- C. A duly executed written statement that all suppliers of labor and material have been fully paid, with lien waivers attached;
- D. A duly executed written assignment of all manufacture's warranties on material, if applicable;
- E. All releases of encumbrances required pursuant to section 6-3 above; and
- F. Payment of all sums then due to the District in connection with the Main Extension.

### **6-9.2 Approval; Tap Permit:**

The District shall evaluate the request for conditional acceptance and give written notice to the Property Owner of its action, stating any special conditions attached to the conditional acceptance, or the reasons for denial of the request, if applicable. No Taps or service connections to the Main Extension will be permitted, nor will the District accept applications for such Taps, until the District has conditionally accepted the Main Extension as herein provided.

### **6-9.3 Effective Date:**

Conditional acceptance of the Main Extension shall be effective as of the date the District executes written documentation thereof. As of such date, the Main Extension shall be deemed operational, and any person may apply to the District for authorization for Taps or service connections thereto. The District's acceptance of the Main Extension, whether



conditional or final, does not, however, guarantee that Taps will be available. Availability of Taps is governed at all times by the provisions of Article 5, and such availability is determined in accordance therewith at the time proper application for service is made.

#### **6-10 MAINTENANCE AND REPAIR:**

Until final acceptance of the Main Extension, Property Owner shall be solely responsible for all routine maintenance and for correction of any and all defects in the Main Extension, as set forth below.

##### **6-10.1 Routine Maintenance:**

During the period of conditional acceptance, Property Owner shall, at its sole cost, protect the Main Extension and perform all routine maintenance thereon so as to keep it in good repair and operating condition. Such obligations shall include the repair or replacement of any part of the Main Extension damaged as a result of street construction, paving, other utility installation or vehicular traffic. In addition, Property Owner shall, at its sole cost, correct any soil subsidence or erosion which the District determines occurred in connection with, or as a result of, construction of the Main Extension.

##### **6-10.2 Cure of Defects:**

During the period of conditional acceptance, Property Owner shall, at its sole cost, correct repair or replace any part of the Main Extension which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specification, or which the District determines to be defective, of poor quality, or otherwise not in conformity with any applicable warranty.

#### **6-11 ACCEPTANCE FOR MAINTENANCE (FINAL ACCEPTANCE):**

##### **6-11.1 Standards:**

At the expiration of one year from the date of conditional acceptance, or any longer period of time reasonably determined by the District on account of the particular circumstance of the Main Extension or any portion thereof, Property Owner may request the District to perform a final inspection and accept the Main Extension. The District shall accept the same for maintenance when all of the following conditions are met..

##### **A. DISTRICT REVIEW:**

The District determines that the Main Extension has been constructed and connected to District facilities in conformity with these Rules and Regulations, approved plans, construction notes and specifications, has been approved for necessary test, and has been approved for use by all other governmental entities and agencies having jurisdiction.

##### **B. MAINTENANCE AND REPAIR:**

Property Owner has fully performed all maintenance and repair obligations imposed upon it under these Rules and Regulations.

##### **C. PROPERTY OWNER REQUIREMENTS:**

Property owner has tendered and the District has approved, all of the following:

- (1) Any and all deeds, bills of sale, or other conveyance instruments necessary to vest title to all component parts of the Main Extension in the District, with warranties of title as provided in section 6-11-2 below;
- (2) All drawings, maps and construction notes pertaining to any changes in the Main Extension made during the period of conditional acceptance;
- (3) Payment of all sums due to the District from Property Owner on account of the main Extension; and
- (4) An electronic or photographic visual inspection of the interior of the Main Extension showing the same to be in a condition acceptable to the District.

#### **6-11.2 Effective Date:**

The District' acceptance of the Main Extension for maintenance shall be effective as of the date the District executes written documentation thereof. As of such date, all of Property Owner's right, title and interest in and to the constructed Main Extension, including all Mains, pipelines, valves, manholes and related parts and material which comprise the constructed Main Extension, shall be deemed immediately to pass to and vest in the District, free and clear of all liens and encumbrances, and Property Owner shall warrant and defend the conveyance of such Main Extensions to the District its successors and assigns against all and every person or persons. As of the date of final acceptance, the District shall operate and maintain the Main Extension at its expense. Nothing contained herein, however, shall be construed to relieve Property Owner from his warranty obligations set forth herein. Notwithstanding final acceptance, Property Owner, his successors and assigns shall remain responsible for all service lines.

#### **6-12 DISTRICT MAIN EXTENSION:**

Notwithstanding any of the foregoing, the District reserves the right to extend mains in situations which it determines may be in the best interest of the District and its constituents, upon such terms and conditions as the District may reasonably determine.

#### **6-13 OVER SIZING; REIMBURSEMENT:**

These Rules and Regulation require Property Owners to design, construct and install Main Extensions necessary to serve their property at their sole cost and expense. Under certain circumstances, when these Rules and Regulations require such Main Extension to be designed and constructed with a capacity in excess of that needed solely to serve the property of such Property Owners, the District will not reimburse the Property Owner for any portion of the costs of such Main Extensions per Resolution No. 2005-01 dated May 12, 2005.

**ARTICLE 7**  
**RATES, TOLLS, AND CHARGES**

**7-1 GENERAL:**

**7-1.1 Purpose:**

The purpose of the rates, tolls and charges provided in these Rule and Regulations and attached Appendices is to provide for the payment of all cost of operating, maintaining repairing, replacing, and expanding the District System, such costs including, without limitation, a reasonable contingency fund. All such rates, tolls and charges will be determined by the Board and may be amended at anytime in the sole discretion of the Board. A schedule of current rates, tools and charges is set forth in Appendix A, attached hereto.

**7-1.2 Liability:**

The fees and charges provided for herein are the personal, joint and several obligations of the Property owner of the property for which the applicable service is furnished, and the full amount of any such fees and charges shall also be a perpetual lien against any such property. The District assumes no responsibility for any agreement made between Property owners and tenants, regardless of how made and regardless of whether the District has notice thereof.

**7-2 SYSTEM TAP CHARGES:**

The District will not refund a system Tap fee once the Tap fee is paid. All sums collected by the District for any Tap shall be credited to the lot for which it was paid.

**7-3 SERVICE CHARGE:**

**7-3.1 Service Charge:**

All Property Owners making Taps shall be charged service fees as set forth in Appendix A, attached hereto. Service fees shall commence at the time the Tap is made.

**7-4 INCLUSION FEES:**

Any person who petitions for inclusion of his property into the District pursuant to section 32-1-401 (1), C. R. S. and Article 4 above shall pay the following fees and charges in connection therewith:

**7-4.1 Cost:**

The Actual Costs incurred by the District in processing the Petition for Inclusion, calculated in accordance with the rates set forth in Appendix A, attached hereto, payable regardless of whether the property is actually included in the District. Petitioner shall deposit monies for such costs when the Petition for Inclusion is filed with the District in the amount set forth in the Appendix C, attached hereto.

**7-5 CURE CHARGES:**

Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules and Regulations, any person who is responsible under these Rules and Regulations to cure such conditions, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the Actual Cost incurred by the District for such undertaking, calculated in accordance with the rates set forth in Appendix A, attached hereto. Nonpayment of costs may result in a lien against the property and any balance due will bear interest at the maximum rate permitted by Colorado law.

**7-6 CIVIL FINES PASS THROUGH:**

Any person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by any governmental authority having jurisdiction, shall be fully liable to the District for the total amount of the fine so assessed, plus the District Actual Cost related thereto.

**7-7 DELINQUENCY CHARGES; COLLECTION COST, LIEN:**

Service charges shall be billed and collected in accordance with the provisions of Section 7 of Appendix A to these Rules and Regulations. Until paid, all rates toll, fees, charges, interest, penalties, and cost of collection shall constitute a perpetual lien on or against the property served.

**7-8 WITHHOLDING APPROVALS AND PERMITS:**

Notwithstanding any provision of these Rules and Regulations to the contrary, the District may withhold permits, approvals, or other authorizations from any person until all sums then due to the District from such persons are paid in full.

## **ARTICLE 8 PROHIBITIONS**

### **8-1 GENERAL:**

No person shall cause or attempt to cause, or to permit, solicit, aid or abet any other person to cause or attempt to cause, by act or mission, any of the following:

#### **8-1.1 Failure To Comply With Rules And Regulations:**

Failure or refusal to comply with any requirements imposed in these Rules and Regulations.

#### **8-1.2 Unauthorized Connections:**

Make any connection to the District Systems with footing drains, roof drains or unauthorized fixture units.

#### **8-1.3 Unauthorized Service Connections:**

Make any connection to any District facility to secure wastewater service without all permits required therefore.

#### **8-1.4 Foreign Materials:**

Allow entry of any Foreign Material into any District System.

#### **8-1.6 Interconnection; Cross Connection:**

Any physical connection between the District System and any other sewer system, without the written approval of the District.

#### **8-1.7 Right Of Way/Easement Violations:**

Constructing, installing or placing any structures or improvements of any kind, surface or subsurface, temporary or permanent, or planting any tree, woody plant or nursery stock of any kind within the boundaries of any District right of way or easement in violation of the terms or conditions of such right of way or easement, without the express written authorization from the District. For the purpose of this the term "Structures" includes but is not necessarily limited to improved walkways, roads, curbs, gutters, sprinkling systems, other utilities or facilities including those for cable television, fences, walls, pools, ponds, water features, athletic playing fields or courts, and any and all earthen improvements such as berms and grades providing lateral support to any building or other structure, whether or not such structure is itself within the boundaries of the right of way or easement.

#### **8-1.8 Interference:**

Any interference with employees or agents of the District in the performance of their duties.

#### **8-1.9 Tampering:**

Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System.

#### **8-1.10 Obstruction Flow:**

Any act that obstructs or is reasonably likely to obstruct the flow of waste water in the District System.

**8-1.11 False Official Statement: Report:**

The Making or filing with the District of any statement, report or application which the applicant knows or has reasonable cause to know is false or substantially inaccurate; or the omission of any material fact in connection with such statement, report or application when the omission leaves the remainder of the information given misleading or substantially inaccurate.

## **ARTICLE 9 ENFORCEMENT AND ADMINISTRATION**

### **9-1 DISTRICT AGENTS AND REPRESENTATIVES:**

The Board shall have the authority to act for and on behalf of the District in any matter affecting the administration or enforcement of these Rules and Regulations.

### **9-2 LIABILITY:**

Upon being issued a Permit, a Property Owner assumes the responsibility for all damages, costs, expenses outlays and claims of every nature and kind arising out of the unskillfulness or negligence on the part of himself, his Contractors and his agents in connection with plumbing or excavating in preparation for making the Tap. The Owner shall also be responsible for obtaining and paying, all costs associated with any permits requires from other agencies.

### **9-3 RIGHT OF ENTRY FOR INSPECTIONS:**

Any duly authorized representative of the District, bearing proper credentials and identification, shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling, and testing in connection with the enforcement and administration of these Rules and Regulations.

### **9-4 SUSPENSION OR TERMINATION OF SERVICE:**

In addition to and without waiving any other available remedy , the District shall have and may exercise the right to suspend or terminate service to any property where a violation of these Rules and Regulations occurs or continues, in accordance with the following:

#### **9-4.1 Immediate Suspension/Termination:**

The District may immediately terminate service upon revocation of any Permit, or suspend service when such suspension is necessary in order to stop or prevent the escape of Sewage from the District System.

#### **9-4.2 Notice And Opportunity For Hearing:**

- A. When it appears that any fees or charges imposed under these Rules and Regulations have become delinquent, or any use being made of private or District Wastewater facilities, are not in conformity with these Rules and Regulations, any Permit or approval plans, or any applicable agreement or contract, the District may mail or deliver to the Property Owner, a notice advising him of the following: (1) the alleged deficiency; (2) that wastewater service to the property will be suspended or terminated on account of such deficiency unless the deficiency is sooner cured; (3) that he has the right to a hearing at which he may be heard concerning the alleged deficiency; and (4) that he must request the hearing in writing before the suspension or termination date specified in the notice if he desires the hearing to be held.

- B. If the property owner does not cure the stated deficiency or request a hearing within the time provided, the District shall forthwith order the service to be suspended or terminated, as deemed appropriate in the sole discretion of the Board.

#### **9-4.3 Execution Of Order:**

The District may take such steps as it deems necessary, including a physical interruption or disconnection of service, in order to enforce the suspension or termination order.

#### **9-4.4 Grounds For Termination; Effect:**

Service shall be terminated and not merely suspended if (1) the Permit therefore is revoked; (2) the connection providing such service was not authorized when made or (3) the service was suspended at least two times within the preceding five years as a consequence of the acts or omission of the same Property Owner. Any service terminated hereunder may not be reinstated. The Property Owner served by a service which has been so terminated may apply for new service for such property as provided above.

#### **9-4.5 Reinstatement of Suspended Service:**

Any suspension order shall be rescinded by the District upon a determination that the deficiency forming the basis for such suspension order has been cured and that no further or other non conforming conditions or uses of the District System are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection charges, the District's reasonable estimate of any applicable re-connection charge, and any and all other amounts then due to the District from such person.

### **9-5 CURE OF VIOLATIONS:**

#### **9-5.1 Order To Cure:**

If the District determines that any sewer facilities are not in conformity with these Rules and Regulations or that the terms of any right of way, easement or other agreement between the District and Property Owner are being violated, it may give written notice thereof to the Property Owner at the service address or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the Property Owner at its cost, to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work.

#### **9-5.2 District Cure At Owner Cost:**

If the property owner fails within the specified time following such notice to cure the nonconformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the property owner for its Actual Costs incurred in connection therewith, calculated in accordance with the rates set forth in Appendix A, attached hereto.

### **9-6 CIVIL DAMAGES:**

In addition to and without waiving any other available remedy, the District may recover civil damages from any person liable to the District as a result of any violation of these Rules and



Regulations or other unlawful act or omission. Such damages shall include the District's Actual Costs of discovering, investigating, curing, mitigating and repairing the consequence of any violation or other unlawful acts of omission, plus all incidental and consequential damages resulting therefrom.

**9-7 INJUNCTIVE RELIEF:**

In addition to and without waiving any other available remedy, the District may seek injunctive relief from any act or omission which violates these Rules and Regulations, or which otherwise jeopardizes the property or health of any person, including the District.

**9-8 REMEDIES CUMULATIVE:**

The remedies available to the District under these Rules and Regulations, and under applicable laws shall be deemed cumulative, and the utilization by the District of any remedy or combination thereof shall not preclude the District from utilizing any other remedy or combination thereof.

Adopted by the Board of Directors of the Palmer Lake Sanitation District this  
\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_

\_\_\_\_\_

Palmer Lake Sanitation District President

\_\_\_\_\_

\_\_\_\_\_

Palmer Lake Sanitation District Secretary

STATE OF COLORADO )

)

COUNTY OF EL PASO )

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006, by \_\_\_\_\_, known to me to be the  
President of Palmer Lake Sanitation District

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO §

§

COUNTY OF EL PASO §

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006, by \_\_\_\_\_, known to me to be the Secretary of Palmer Lake  
Sanitation District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**APPENDICES TO RULES AND REGULATIONS OF THE  
PALMER LAKE SANITATION DISTRICT**

**A. RATES AND CHARGES OF THE DISTRICT**

Attachment 1 To Appendix A:	Out Of District Tap Certification Of Payment Of Tap Fee And Agreement Of Property Owner
Attachment 2 To Appendix A:	Out Of District Tap Certification Of Payment Of Tap Fee And Agreement Of Property Owner
Attachment 3 To Appendix A:	Worksheet For Single Family Residential Service Units
Attachment 3c To Appendix A:	Worksheet For Sewer Service For Commercial Buildings & Multi-Family Units
Attachment 4 To Appendix A:	Certification Of Tap Fee And Permit To Tap

**B. WATER CONTROL AND INDUSTRIAL PRETREATMENT REGULATION**

**C. PETITION FOR INCLUSION**

**D. SANITARY SEWER CONSTRUCTION SPECIFICATIONS OF THE PALMER LAKE  
SANITATION DISTRICT**

**E. REQUEST FOR EVALUATION OF SANITARY SEWER LINE EXTENSION**

**F. SANITARY SEWER LINE EXTENSION AGREEMENT**

**G. AVAILABILITY OF SEWER SERVICE**

**APPENDIX A TO PALMER LAKE SANITATION DISTRICT RULES AND**

## REGULATIONS

### RATES AND CHARGES AND SPECIFICATIONS

1. **PURPOSED:** The purpose of the rates, tolls, and charges provided in this Appendix is to provide for the payment of all costs of operating, maintaining, repairing, replacing and expanding the District system, such costs including, without limitation, a reasonable contingency fund. All such rates, tolls, and charges will be determined by the Board of Directors as it deems necessary and may be changed at any time.
2. **LIABILITY:** The fees and charges provided below are hereby imposed and assessed by the District for the purposes set forth in paragraph one above and as more specifically set forth below. Such fees and charges are the personal, joint and several obligation of the Property Owners for which the applicable service is furnished, and the full amount of any such fees and charges shall also be a perpetual lien against any such property, as provided by Colorado law. The District assumes no responsibility for any agreement made between property owners and tenants, regardless of how made and regardless of whether the District has notice thereof. Notwithstanding the foregoing, however, any plan review, inspection, or disconnection/re-connection charges shall also be the personal obligation of any person who orders or requests the District to perform such work, even though such person may have acted in a representative capacity when doing so.
3. **CLASSIFICATION:** For purposes of calculating the applicable rates and charges due hereunder, the following terms and definitions shall apply:

**3-1 SINGLE FAMILY RESIDENCE:** Is any building which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, for not more than one family. Tap fees for single family residence taps shall be determined in accordance with Section 4 below. Monthly service charges for single family residence taps shall be calculated in accordance with Section 5 below.

**3-2 MULTI-FAMILY RESIDENCE:** Is any building or portion thereof which contains two or more dwelling units, under one ownership, and includes residential condominiums under one ownership. Monthly service charges for multi-family residence taps shall be calculated in accordance with Section 5 below. Tap fees for multi-family residence shall be calculated in accordance with Attachment 3r to this Appendix A.

**3-3 COMMERCIAL OR PUBLIC BUILDING:** Any building, trailer park or structure that is not a single family residence or multi-family residence. Monthly service charges for commercial or public building shall be calculated in accordance with Section 3-5 below. Tap fees for commercial or public building shall be calculated in accordance with Attachment 3c to this Appendix A.

**3-3.1 MANUFACTURED HOMES:** Tap fees and monthly service charges for manufactured homes located within a trailer park will be billed in accordance with section 3-3.3 below. Manufactured homes that are not located in a trailer park will be assessed tap fees and monthly service charges at the same rates applicable to a single family residence.

**3-3.2 MOBILE HOMES:** Tap fees and monthly service charges for mobile homes located within a trailer park will be billed in accordance with section 3-3.3 below. Mobile homes that are not located in a trailer park will be assessed tap fees and monthly service charges at the same rate applicable to a single family residence.

**3-3.3 RV PARKS and TRAILER PARKS:** RV parks will be charged tap fees in an amount equivalent to the number of sewer discharge sites for recreational vehicles located within the RV park multiplied by 2/3 of the tap fee then in effect for a single family residence. Trailer parks will be charged tap fees in an amount equivalent to the number of manufactured homes, mobile homes and recreational vehicles located within the trailer park multiplied by 2/3 of the tap fee then in effect for a single family residence. Monthly service charges for RV parks and trailer parks will be calculated in accordance with section 3.5 below.

**3-4 SWIMMING POOLS:** Any public or private swimming facility. Swimming pools will be billed as metered accounts, under Section 3-5 below.

**3-5 METERED ACCOUNTS:** All commercial and public accounts will be billed on a water meter basis. The basic charges shall be as follows:

- |                                 |                           |
|---------------------------------|---------------------------|
| (a) first 5,000 gallons or less | \$45.00 monthly           |
| (b) anything over 5,000 gallons | \$ 6.38 per 1,000 gallons |

**3-6 COMMERCIAL TAP FEES:** The amount of any commercial tap fee shall be calculated in accordance with Attachment 3 to this Appendix A. The District's maintenance supervisor will calculate the preliminary amount based on preliminary plans and the final amount on the final plans approved by the Regional Building Department. In addition to the above, a minimum of two Board members must approve both the preliminary and final amounts of any Commercial Tap Fee. Roughed-in fixtures will be counted as fixture units when calculating the final fee using the final approved plans.

**3-7 CUSTOMERS OUTSIDE THE DISTRICT BOUNDARIES:**

**3-7.1 TAP FEES:** Tap fees for Single Family, Multi-Family & Commercial properties located outside the boundaries of the District shall be \$1,500.00 more than that of an in District tap fee.

**3-7.2 EQUALIZATION FEES:** Property Owner(s) for out of district Taps may be assessed for the District's current bonded indebtedness through an annual billing of a mill levy equalization fee based upon the assessed valuation and the current mill levy. In the event that an increased mill levy is required by the District and the property remains outside of the District, a mill levy equalization fee based upon the assessed valuation shall be imposed for as long as this property continues to receive sanitation service from the District.

**3-7.3 ENGINEERING/LEGAL AND ADMINISTRATIVE FEES:** All out of District taps will pay a minimum of \$1,500.00 to cover engineering, legal and administrative fees and will be responsible for all engineering, legal and administrative fees over that amount.

**3-7.4 INSTALLATION COST:** The above fees do not include installation cost of the service line from the property to the Sewer Main which is the Property Owner's financial and legal responsibility. Arrangements for installation are to be made between property owner(s) and contractor.

**3-7.5 SERVICES FEES:** Monthly/Quarterly fees for out of district Taps will be 10% higher (rounded to the next fifty cents (.50)) above that of an in District service fee.

**3-8 INCLUSION FEES:** When a subdivision or individual files for inclusion to the District and when approved by the Board of Directors the following fees will apply:

A. Tap Fees \$1,000.00 above in District Tap Fees.

B. Engineering/Legal Fees All out of District taps will pay a minimum of \$1,500.00 to cover engineering fees and will be responsible for all engineering costs over that amount.

C. Equalization Fees There will be no Equalization fees other than the yearly mill levy fee, paid via the assessed valuation of property and current mill levy.

D. Installation Fee The above fees do not include installation cost of the service line from the owners property to the sewer main which is the owner's financial and legal responsibility, i.e easement responsibility. Arrangements for installations are to be made between property owner'(s) and contractor.

E. Service Fee Will be the same as in District. See paragraphs 3-1 through 3-6 above.

**4. SEWER TAP FEES AND CONNECTION CHARGE:** Tap fees, inspection and connection fees for sewerage shall be computed as below:

**4-1 SINGLE FAMILY RESIDENTIAL TAPS: RULES and FEES:** The amount of any family residential unit tap fee shall be calculated in accordance with Attachment 3r to this Appendix A. The District's Maintenance Supervisor will calculate the preliminary amount based on preliminary plans and the plans approved by the Regional Building Department. In addition to the above, a minimum of two Board members, or the District Manager and one Board member, must approve both the preliminary (paid when Certificate to Tap is signed, and the final amount, after walk through, upon Certificate of Occupancy) of any residential Tap Fee. Roughed-in fixtures will be counted as fixture units when calculating the final fee using the final approved plans. Once the property receives the Certificate of Occupancy, the Maintenance Supervisor shall be responsible for recalculating the Residential Worksheet to verify the final tap fee amount. The property owner is responsible for paying any additional amount.

If the final inspection reveals the owner/contractor installed fewer fixtures than shown on the preliminary plans, the District shall return to the owner/contractor, that amount of tap fee based on \$345.00 per fixture unit.

A. Single family residential unit.....\$9,500.00 is the beginning base price equal to 20 fixture units, plus any fixture units over the base 20 units are to be charged at \$345.00 per fixture unit, which is in addition to the base \$9,500.00. In addition to these fees, tap fees in some subdivisions may include surcharges, equalization fees, and capitalization fees, as determined by the Board of Directors of the Palmer Lake Sanitation District at the time of finalization of property/subdivision inclusions and/or development. See Attachment 3r for the calculation worksheet which applies to each single family residence as of January 1, 2005.

- |                                   |  |
|-----------------------------------|--|
| A. Other than single family       | See Attachment 3r or 3c to this Appendix A |
| B. Inspection and connection fees | \$ None for taps issued after 1/1/98       |
| C. Inspection and connection fees | \$100.00 for existing prepaid tap fees     |

**4-2 REQUESTS FOR BUILDING ADDITIONS:** Request for additions to an existing tap shall be submitted in writing, and constructed in accordance with written approval after payment is determined by the District Board.

**4.3 REFUNDS:** The District will not refund a system tap fee or any portion thereof upon cancellation or expiration of a Permit or for any other reason once they are paid. All sums collected by the District as a fee for any Tap shall be credited to the lot for which it was paid, and may not be transferred or assigned, except in connection with a transfer of the lot for which the tap was paid.

**5. SEWER SERVICE CHARGES:** The Monthly service charge for a single and multi-family residential taps, shall be \$45.00 per month or current rate, to be billed quarterly.

For Commercial Buildings (as defined herein), the monthly service charge for each separated unit shall be \$45.00 per month or current rate, to be billed monthly or quarterly as determined by PLSD. For purposes of these Rules and Regulations, the term "Commercial Buildings" shall refer to those buildings located within the boundaries of PLSD containing one or more separated units that are designed, as determined by PLSD, with the intent of leasing/selling/utilizing each unit separately for a commercial business purpose.

*Added 7-9-14*

**6. SPECIAL BILLINGS:** Businesses and industries using production process water or producing industrial wastes will be on metered rates in accordance with Section 3.5 above when a meter is available. If no meter is available, a flat rate will be determined by the Board in accordance with the following formula: (a) the first unit will be billed in accordance with the single family rate in accordance with Section 5 above; (2) additional units will be billed at the rate of 80% of the single family rate set forth in Section 5 above.

**7. BILLING AND PAYMENT:** Commercial Condo's (buildings with the intent to sell each unit separately) will be billed at a commercial per unit which may either be a flat rate or may require a water meter as determined by PLSD. High usage businesses, such as restaurants will require an individual meter.

*Added 7-9-14*

Statements for all Single Family Residential unit charges shall be rendered quarterly in advance. Statements for businesses or metered accounts may be rendered monthly.

Statements for Commercial Buildings shall be billed per separated unit at a commercial rate as determined by PLSD. If determined necessary by PLSD, in its discretion, a separated unit may be required to install and utilize a separate flow meter. Additionally, if determined necessary by PLSD, in its discretion, high usage commercial businesses, such as restaurants, will be required to install and utilize a separate water meter

*Added 7-9-14*

Charges for late payments, service line repair, and any other sums due the District from Property Owner may be added to the statements pursuant to Colorado Revised Statutes 32-1-1001(l)(j) and Colorado Revised Statutes 32-1-1006(l)(d) as follows:

- A. Notice of Intent to file a Lien Statement letter \$25.00
- B. Lien Fee \$50.00
- C. Return Check Charge \$15.00

**7-1 Mailing of Bills:** Bills shall be mailed the same week of every quarter and shall be payable within thirty days from the date of billing.

**8. NON-CONTINUOUS SERVICE:** Sewerage service charges are made on an all year basis. Property temporarily unoccupied must pay for service continuously.



- 9. PERMANENT SHUT-OFF OR LONG TERM VACANCY:** If a property is to be vacated permanently or over a long period the owner may Notify the District in writing to discontinue the service. Vacation of Tap will become effective fifteen (15) working days after receipt of written notification from property owner. Such notification shall vacate the Tap and Tap fee for the property involved. Service may be re-established upon payment of a new Tap fee and District inspection of the property involved. The Tap fee and service charges will then be those in effect at the time service is re-established.
- 10. SWIMMING POOLS:** All Swimming pools which are connected for drainage to the District system must be registered by letter with the District showing location and size of pool. Any new swimming pools to be constructed for drainage to the District system must be registered with the District showing location and size of pool before construction begins. A permanent type sign must be placed prominently at all pool filter installations stating that pools are not to be drained without the District's permission. Pool backwash wastewater systems design and operation are subject to the Technical Plumbing Code of the State of Colorado and to the approval of the District.
- 11. SERVICE CALLS FOR PROBLEMS OF SERVICE LINES:** Whenever an owner files a complaint concerning problems of a sewer affecting his property, and it is determined that the problem is within the service lines owned by the owner, and not the sewer main, a charge of \$50.00 may be made for the service call.
- 12. WATER TREATMENT PLANTS:** Back washing of any water treatment (filter) plant will be accomplished between the hours of 11:00 p. m. and 5:00 a.m. A copy of the daily plant log, setting forth the date, time and gallons used for backwash, will be submitted to the District no later than the 10<sup>th</sup> day of each month.

**ATTACHMENT 1 TO  
APPENDIX A PALMER LAKE SANITATION DISTRICT**

**OUT OF DISTRICT TAP CERTIFICATION OF PAYMENT OF TAP FEE AND  
AGREEMENT OF PROPERTY OWNER**

It is hereby certified that \_\_\_\_\_ sewer tap fee has been  
paid on \_\_\_\_\_ to the Palmer Lake Sanitation District in the amount of \_\_\_\_\_  
For property legally described as:

Street address: \_\_\_\_\_

Owner's name(s) \_\_\_\_\_

Mailing address: \_\_\_\_\_

The undersigned Property Owner is hereby granted permission to install a single tap into the Palmer Lake Sanitation District sewer main, subject to the terms and conditions stated herein.

I (We) agree that all new construction and taps shall be inspected by the District prior to back filling.

I (We) agree to abide by the Rules and Regulations of the Palmer Lake Sanitation District as they now exist or may hereafter be amended. I (We) acknowledge receipt of a copy of the District's current Rules and Regulations.

I (We) promise to pay all appropriate fees when due.

I (We) understand that the payment of the tap fee does not encompass or apply to the cost of installing a Service Line to connect the building to the sewer main. I (We) understand that the cost of constructing the Service Line and connecting to the Sewer Main shall be at my sole expense.

I (We) am (are) obligated, as property owner(s), and will be assessed for the District's current bonded indebtedness through an annual billing of a mill levy equalization fee based upon the assessed valuation and the current mill levy. In the event that an increased mill levy is required by the District and the property remains outside of the District, I (we) agree to pay a mill levy equalization fee based upon the assessed valuation for as long as this property continues to receive sanitation service from the District.

I (We) further understand that my (our) property is subject to a perpetual lien as provided by pertinent Colorado Revised Statutes for non-payment of any applicable charges and fees.

I (We) agree that my (our) legal and financial responsibilities for this obligation applies to the entire period I (we) am (are) the legal owner(s) of the subject property.

I (We) understand that billing by the Palmer Lake Sanitation District will commence ninety (90) days from the date of this certificate. I (We) understand that I (we) have legally obligated myself (ourselves) for payment of same by my (our) signature(s) hereby presented.

**RESIDENTIAL SEWER TAP.** BY SIGNING BELOW, Property Owner acknowledges that it has been informed, and understands, that the final tap fee for residential sewer taps will be based upon the number of fixture units contained on the Property at the time construction is completed. To date, Property Owner has paid the District \$\_\_\_\_\_ As an estimate of the residential sewer tap that will be charged for the Property. The final tap fee will be calculated at the time construction on the Property is completed in accordance with the District's then current fee schedule. Building additions and expansions will also generate additional tap fees based upon any additional fixture units created by the addition or expansion. Such additional tap fees, if any, will be paid by Property Owner at the time the construction, expansion or addition is completed. The District shall have no obligation to provide sewer service to the property until all such tap fees are paid in full.

Authorized by Signatory for  
PALMER LAKE SANITATION DISTRICT

\_\_\_\_\_  
Property Owner (Type Name)

\_\_\_\_\_  
Name/Title (Type)

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Property Owner (Type Name)

\_\_\_\_\_  
Property Owner Signature/Date

\_\_\_\_\_  
Legal Entity (Type Name)

\_\_\_\_\_  
Authorized Signatory for Entity

\_\_\_\_\_  
Inspected by:

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Palmer Lake Sanitation District/Date

INSPECTION OF SEWER CONNECTION CAN ONLY BE DONE BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY. PLEASE CONTACT THE DISTRICT OFFICE FOR INSPECTION AT LEAST 24 HOURS BEFORE IT IS REQUIRED.

*revised February 14, 2001*

El Paso County Health Department: Individual Sewage Disposal System Regulations, 1986: p. 40:

“G. Termination of Use of System: The contents of a septic tank, vault, or seepage pit, the use of which has been terminated, shall be properly disposed of whereupon the emptied tank, vault, or pit shall be filled with soil or rock.”

State of Colorado, Colorado Department of Health; Guidelines for individual Sewage Disposal Systems, Revised 1988: p. 41:

“G. Termination of Use of System: The contents of a septic tank, vault, or seepage pit, the use of which has been terminated, shall be properly disposed of whereupon the emptied tank, vault, or pit shall be filled with soil or rock.”

ATTACHMENT 2 TO  
APPENDIX A PALMER LAKE SANITATION DISTRICT

OUT OF DISTRICT TAP CERTIFICATION OF PAYMENT OF TAP FEE AND  
AGREEMENT OF PROPERTY OWNER

It is hereby certified that \_\_\_\_\_ sewer tap fee has been  
paid on \_\_\_\_\_ to the Palmer Lake Sanitation District in the amount  
of \_\_\_\_\_ for the property legally described as:

Street address: \_\_\_\_\_

Owner's names(s) \_\_\_\_\_

Mailing address: \_\_\_\_\_

The undersigned Property Owner is hereby granted permission to install a single tap into the Palmer Lake Sanitation District sewer main, subject to the terms and conditions state herein.

I (We) agree that all new construction and taps shall be inspected by the District prior to back filling.

I (We) agree to abide by the Rules and regulations of the Palmer Lake Sanitation District as they now exist or may hereafter be amended. I (We) acknowledge receipt of a copy of the District's current Rules and Regulations.

I (We) promise to pay all appropriate fees when due.

I (We) understand that the payment of the tap fee does not encompass or apply to the cost of installing a Service Line to connect the building to the sewer main. I (We) understand that the cost of constructing the Service Line and connecting to the Sewer Main shall be at my sole expense.

I (We) further understand that my (our) property is subject to a perpetual lien as provided by pertinent Colorado Revised Statutes for non-payment of any applicable charges and fees.

I (We) agree that my (our) legal and financial responsibilities for this obligation applies to the entire period I (we) am (are) the legal owners(s) of the subject property.

I (We) understand that billing by the Palmer Lake Sanitation District will commence ninety (90) days from the date of this certificate. I (We) understand that I (we) have legally obligated myself (ourselves) for payment of same by my (our) signature(s) hereby presented.

**NON-RESIDENTIAL SEWER TAP.** BY SIGNING BELOW, Property Owner acknowledges that it has been informed, and understands, that the final tap fee for non-residential sewer taps will be based upon the number of fixture units contained on the Property at the time construction is completed. To date, Property owner has paid the District \$ \_\_\_\_\_ as an estimate of the non-residential sewer tap that will be charged for the Property. The final tap fee will be calculated at the time construction on the Property is completed in accordance with the District's then current fee schedule. Building additions and expansions will also generate additional tap fees based upon any additional fixture units created by the addition or expansion. Such additional tap fees, if any, will be paid by Property Owner at the time the construction, expansion or addition is completed. The District shall have no obligation to provide sewer service to the property until all such tap fees are paid in full.

Authorized Signatory for  
PALMER LAKE SANITATION DISTRICT

\_\_\_\_\_  
Property Owner (Type Name)                      Name/Title (Type)

\_\_\_\_\_  
Signature/Date                                      Signature/Date

\_\_\_\_\_  
Property Owner (Type Name)

\_\_\_\_\_  
Property Owner Signature/Date

\_\_\_\_\_  
Legal Entity (Type Name)

Authorized Signatory for Entity

Inspected by:

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Palmer Lake Sanitation District/Date

INSPECTION OF SEWER CONNECTION CAN ONLY BE DONE BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY. PLEASE CONTACT THE DISTRICT OFFICE FOR INSPECTION AT LEAST 24 HOURS BEFORE IT IS REQUIRED.

*revised February 14, 2001*

El Paso County Health Department: Individual Sewage Disposal System Regulations, 1986 p. 40:

“G. Termination of Use of System: The contents of a septic tank, vault, or seepage pit, the use of which has been terminated, shall be properly disposed of whereupon the emptied tank, vault, or pit shall be filled with soil or rock.”

State of Colorado, Colorado Department of Health: Guidelines for individual Sewage Disposal Systems, Revised 1988: p. 41:

“G. Termination of Use of System: The contents of a septic tank, vault, or seepage pit, the use of which has been terminated, shall be properly disposed of whereupon the emptied tank, vault, or pit shall be filled with soil or rock.”

# ATTACHMENT 3 TO APPENDIX A

PALMER LAKE SANITATION DISTRICT  
120 MIDDLE GLENWAY, P O BOX 687  
PALMER LAKE, CO 80133  
(719) 481-2732

## WORKSHEET FOR SEWER SERVICE FOR COMMERCIAL BUILDINGS & MULTI-FAMILY UNITS

Date \_\_\_\_\_ Prepared by \_\_\_\_\_ Phone No. \_\_\_\_\_  
Owner \_\_\_\_\_ Property Address, Tax Schedule # & Legal Description \_\_\_\_\_

Type of Facility to be Served \_\_\_\_\_

The following indicated fixtures will be connected to the proposed building sewer:

Type of Fixture	Fixture Units*	X	No. Of units	=	Total Fixture Units
Bathtub	2	X	=		
Showers	2	X	=		
Wash Basin , (lavatory)	1	X	=		
Sink, Bar, (residential)	1	X	=		
Sink, Bar, (public)	2	X	=		
Sink Kitchen	2	X	=		
Disposal	1	X	=		
Dishwasher (Res)	2	X	=		
Dishwasher (Comm)	3	X	=		
Sink Laundry	2	X	=		
Sink Service (mop)	3	X	=		
Clothes Washer	2	X	=		
Drinking Fountain	1	X	=		
Water Closet (Tank Type)	3	X	=		
Water Closet (Flush Valve)	6	X	=		
Urinal	2	X	=		
Interceptors (Grease)	3	X	=		
Interceptors (Sand)	6	X	=		
Trailer Park Trap (each)	6	X	=		
Floor Drains	2	X	=		
Swimming Pool (ea 25,000 al of pool capacity)	20	X	=		
Others	X	=			



Total Number of Fixture Units (FU) \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

-

Base Commercial Tap Fee: First 20 Fixture Units (minimum)	= \$	<u>11,750.00</u>
Additional Fixture Units = <b>\$345.00 each</b> X	= \$	<u>                    </u>
Total Tap Fee Due	= \$	<u>                    </u>

\*In accordance with Uniform Plumbing Code, Latest Edition, by International Association of Plumbing & Mechanical Officials.

Effective January 1, 2005: *revised September 13, 2005*  
revised January 1, 2016  
revised October 2019

**NON-RESIDENTIAL, SEWER TAPS.** By signing below, Property Owner acknowledges that it has been informed and understands, that the final tap fee for non-residential sewer taps will be based upon the number of fixture units contained on the Property at the time construction is completed. To date, Property Owner has paid the District \$\_\_\_\_\_ as an estimate of the non-residential sewer tap that will be charged for the Property. The final tap fee will be calculated at the time construction on the Property is completed in accordance with the District's then current fee schedule. Building additions and expansions will also generate additional tap fees based upon any additional fixture units created by the addition or expansion. Such additional tap fees, if any, will be paid by Property owner at the time of the construction, expansion or addition is completed. The District shall have no obligation to provide sewer service to property until all such tap fees are paid in full.

\_\_\_\_\_  
**BOARD MEMBER                      Date**

\_\_\_\_\_  
**BOARD MEMBER OR DISTRICT MRG      Date**

\_\_\_\_\_  
**MAINTENANCE SUPERVISOR      Date**

*revised February 14, 2001*

APPENDIX C TO PALMER LAKE SANITATION DISTRICT  
RULES AND REGULATIONS

PETITION FOR INCLUSION INTO  
PALMER LAKE SANITATION DISTRICT

The undersigned Petitioner(s), being the only fee simple owner(s) of the real property described below, petition the Board of Directors of the Palmer Lake Sanitation District ("PLSD") to have such property included within the boundaries of the PLSD, and hereby consent to the inclusion of the property within the PLSD. In furtherance of this Petition, Petitioner(s) provides the following information, fees, acknowledgments and commitments:

1. The legal description and tax schedule number of the property which Petitioner proposes to be included in the PLSD is attached hereto as Exhibit 1 ("Property").
2. A surveyed drawing of the Property, bearing the seal and signature of a licensed Colorado Professional Engineer or Surveyor, is attached hereto as Exhibit 2.
3. A vicinity map, showing the general location of the Property is attached hereto as Exhibit 3.
4. Petitioner(s) hereby tenders payment in the amount of \_\_\_\_\_ (\$1,500.00 for single lot Petition, \$5,000.00 for multiple lot Petition) to PLSD, which sum shall be applied to pay the administrative, legal and engineering fees incurred by PLSD in processing and considering this Petition. Of the total sum of \$ \_\_\_\_\_, the amount of \$500.00 shall be paid to PLSD as a non-refundable administrative fee to defray the costs associated with processing this Petition. The balance of the deposited amount shall be held by PLSD and applied to cover legal, engineering or other expenses incurred by PLSD in evaluating this Petition. If the legal, engineering or other expenses incurred by PLSD are more than the balance of the deposited amount, Petitioner(s) agrees to pay all additional expenses within 30 days from being billed for the same. If the legal, engineering or other expenses incurred by PLSD are less than the balance of the deposited amount, any sums remaining after payment of such expenses shall be refunded to Petitioner(s).
5. Nothing contained in this Petition, or the payment of the fees required in the preceding paragraph, shall obligate PLSD to grant this Petition, either in whole or in part.
6. Petitioner(s) acknowledges that the Property will not be accepted into the PLSD unless the PLSD Board of Directors passes a resolution approving such inclusion, and an appropriate Order for Inclusion is signed by the El Paso County District Court and recorded in the real estate records of the El Paso Clerk and Recorder's Office.

7. Petitioner(s) acknowledges that the PLSD Board of Directors, at its sole discretion, shall determine whether to grant or deny this Petition. Petitioner(s) also acknowledges that the Board shall have absolute and sole discretion to determine all conditions, financial and otherwise, which must be met as a pre-condition to the inclusion of the Property within the PLSD.

8. Petitioner(s) acknowledges receipt of a copy of PLSD's current Rules and Regulations. If this Petition is granted and the Property is included within the PLSD, Petitioner(s) acknowledges and agrees, on behalf of itself and its successors in interest, to be bound by the terms and conditions of such Rules and Regulations, as now existing or as may be hereafter amended.

Respectfully Submitted;

Date: \_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Address

Date: \_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Address

STATE OF COLORADO     )  
                                      )ss.  
COUNTY OF EL PASO     )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

STATE OF COLORADO     )  
  )ss.  
COUNTY OF EL PASO     )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

## **Appendix E**

### **REQUEST FOR EVALUATION OF SANITARY SEWER LINE EXTENSION**

WHEREAS, Palmer Lake Sanitation District ("PLSD") is a sanitation district organized and operated under Title 32 of the Colorado Revised Statutes;

WHEREAS, \_\_\_\_\_ ("Developer") is developing the following property located within the boundaries of PLSD ("Property"):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WHEREAS, Developer is desirous of having PLSD consider and evaluate Developer's Engineering Plans which depict the location, construction and method of placement of the sewer lines and appurtenances on the Property which Developer proposed to be connected to the existing PLSD sewer lines for the purpose of providing sanitation services to the Property;

NOW THEREFORE, the Developer agrees as follows:

1. Upon the execution of this Request, the Developer shall pay to PLSD the sum of \$1,500.00 to cover administrative, engineering, legal and other professional service fees associated with PLSD's evaluation of the Engineering Plans. Of the total sum of \$1,500.00, the amount of \$500.00 shall be paid to PLSD as a non-refundable administrative fee. The balance of the deposited amount shall be held by PLSD and applied to cover legal, engineering or other expenses incurred by PLSD in evaluating this sewer line extension. If the legal, engineering or other expenses incurred by PLSD are more than the balance of the deposited amount, Developer agrees to pay all additional expenses within 30 days from being billed for the same. If the legal, engineering or other expenses incurred by PLSD are less than the balance of the deposited amount, any sums remaining after payment of such expenses shall be refunded to Developer.
2. In the event PLSD approves the Engineering Plans, the Developer and PLSD shall execute a Sanitary Sewer Line Extension Agreement. At such time, the Developer shall be required to post an Irrevocable Letter of Credit, in a form and amount to be

determined by PLSD, to secure the timely and full performance of its obligations under such Sewer Line Extension Agreement.

3. Nothing contained herein shall obligate PLSD to provide sanitation services to the Property in question, or to approve the Engineering Plans. The decision whether to approve the Engineering Plans shall be at the sole discretion of PLSD, and PLSD shall be under no obligation to provide sanitation services to the Property unless the Engineering Plans are approved, the Developer executes a Sanitary Sewer Line Extension Agreement, posts an appropriate Letter of Credit, and fully and timely complies with all terms and conditions of such agreements.
4. In the event it is necessary to engage counsel to enforce the terms of this Request, the Developer shall pay all costs thereof, including reasonable attorney's fees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Kathleen Williams  
Chairman of the Board of Directors  
PALMER LAKE SANITATION DISTRICT

\_\_\_\_\_  
Developer

*Revised July 25, 2006*

**PALMER LAKE SANITATION DISTRICT**

**PALMER LAKE, COLORADO (719-481-2732)**

**IMPLEMENTATION PROCESS**

**A SUPPLEMENT TO THE**

**PRETREATMENT/INDUSTRIAL WASTE CONTROL REGULATION**

**(FEDERAL PRETREATMENT PROGRAM)**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Kathleen M. Williams, Chairman

BY: \_\_\_\_\_  
Todd L. Bell, Vice-Chairman

BY: \_\_\_\_\_  
Gary D. Atkins, Secretary/Treasurer

BY: \_\_\_\_\_  
Dale J. Platt, Board Member

BY: \_\_\_\_\_  
Joseph F. Stallsmith, Board Member