

RULES AND REGULATIONS
of the
ACADEMY WATER AND SANITATION DISTRICT
ACADEMY WATER ENTERPRISE
ACADEMY WASTEWATER ENTERPRISE

1. Purpose of Academy Water and Sanitation District (AWSD or The District).
 - a. The District exists to provide water and wastewater service to the properties that lie within its taxation and service boundaries.

2. Organization
 - a. District and Enterprises
 - i. The Academy Water and Sanitation District is a quasi-governmental special district organized under the provisions of Title 32 of the Colorado Revised Statutes (the “Special District Act”). The operations of the District fall under two statutory categories - Water and Wastewater.
 - ii. The AWSD Water Enterprise was established in December of 2015 and provides production and delivery of potable water to all District customers.
 - iii. The AWSD Wastewater Enterprise was also established in December of 2015 and provides collection, transfer, and treatment of all wastewater from District customers.
 - iv. The map of the boundary of the District and the District Service Area shall be maintained and reviewed annually. Properties within the District boundary are required to connect to the District delivery and treatment systems or otherwise be formally excluded from the District. Properties lying outside the District boundary may request connection for either water or sewer service or both and the Board shall make a determination on requiring inclusion into the District prior to receiving service.
 - b. Board of Directors
 - i. The Board will consist of five directors, who meet the statutory requirements of an eligible elector of the District.
 - ii. Directors will be elected or appointed to the Board in accordance with the Special District Act .

- iii. Directors will be elected annually to fill Officer positions of President, Vice-President, Secretary, and Treasurer. Directors may be assigned other responsibilities, such as Webmaster.
- iv. Term limits were waived by electors of the District on November 3, 2003.
- v. The Board will provide direction to the Manager through the Rules and Regulations, state statutes and regulations and Board policies.

c. Employees

i. Management/Operators

The District Manager/Operator (“Manger”) is the same individual. The Manager, with the approval of the Board, may hire one part-time assistant who will be trained to perform duties of the Manager in his absence.

The Manager and any part-time assistant must obtain and maintain required CDPHE Water and Wastewater operator certifications to operate the District’s water and wastewater systems. The Manager shall be designated as the District’s Operator in Responsible Charge.

ii. Authority of Manager

The Manager has the authority to conduct daily operations and make daily and emergency decisions and expenditures that do not conflict with the Bylaws, these Rules and Regulations or the current budget of the District. Decisions outside that scope must be approved by the Board.

The Manager will maintain a current electronic file or binder with his job description and duties annotated.

The Manager has the authority to hire contractors or independent contractors to accomplish maintenance and repair tasks when those requirements exceed his personal capacity.

3. Administration

a. Privacy

- i. AWS D is committed to protecting the privacy of the individuals who are our customers. No personal data associated with our billing system will be released to 3rd parties without customer consent.

b. Billing

- i. The District engages an accounting firm for customer billing and maintaining District records.. The Manager shall read all District meters monthly and provide meter information to the accounting firm; the firm will then prepare and mail a monthly statement to each customer.

c. Payments

- i. Customers are required to pay their bill monthly. Payments may be mailed to the accounting firm annotated on the bill or paid online by following instructions under Payment Options on the District web site (<https://academywsd.colorado.gov/payment-options>).

d. Start/Stop Service Requests

- i. New Service Connection Requirements: A Water and Wastewater Tap Fee shall be charged for any new service connection request. Builder or property owner may initiate this request through the District Manager. The Manager shall ensure that any connection to the District systems meets standards that consistent with District requirements.
 1. The Manager will physically verify connection compliance.
 2. No connection will be initiated until the Tap Fee has been paid.
- ii. Stop Service Request by customer: The District Manager is to be contacted for a Stop Service.
- iii. Start Service Request by customer: The District Manager is to be contacted for a Start Service.

e. District Website

- i. The District shall maintain a website that provides current information to customers and other interested parties. Information posted on the website will include:
 1. The annual Transparency Notice
 2. Current outages and outage updates
 3. Ongoing construction information

4. Current Notices and any other information that is required by state statutes, of general interest to customers, or deemed necessary by the Board or District Webmaster

f. District E-mail

- i. The District shall maintain e-mail accounts for the use of Directors and employees of the District.
- ii. Electronic communications regarding District business shall be conducted solely through the District e-mail account; personal e-mail accounts will not be used for this purpose.
- iii. No decisions or informal Board meetings will be reached or conducted through e-mail; Board actions must be conducted at scheduled Board meetings.

4. Ownership of Service and Devices

- a. District and Enterprises. The District owns the fixtures and service listed below.

i. Water:

1. Treatment plant, water tower
2. Delivery line up to and including saddle taps and curb stops
3. Meters installed outside each property serviced by the District
4. Fire hydrants

ii. Sewer:

1. Saddle tap into sewer and remaining sewer delivery system
2. Lift station
3. The components that provide the connection to the Donala Water and Sanitation District sanitary sewer system
4. The District does not own, but has paid an investment fee, for the use of the Donala waste treatment system.

b. Property Owners

- i. Responsible for curb stop location. Each property owner is responsible for the location of their curb stop. The District will assist the owners in locating the curb stop, but if specialized assistance is required for the location, the owner may be responsible for that cost.
- ii. Water: Service Line from curb stop to and through residence. Property owners are solely responsible for this portion of the water delivery system.
- iii. Sewer: From indoor fixtures to sewer tap. Property owners are solely responsible for their sewer service line. If the sewer tap itself fails, then the District is responsible for that repair.

5. Maintenance and Operation

- a. The Manager shall maintain a current calendar of annually scheduled maintenance requirements.
- b. Unscheduled maintenance activities shall be determined by the Manager and shall be conducted without further Board approval if within the current budget; otherwise, routine unscheduled maintenance must be approved by the Board if not within the current budget.
- c. Emergency repairs will be accomplished immediately by the Manager; the Board will be briefed at the next scheduled meeting.
- d. Wastewater system maintenance will be completed in conformance with the Donala/AWSD IGA.

6. Utility easements and property entry

- a. Utility easements are defined in the title to each property within the District.
- b. In general, there are side and back easements extending 30 feet from the property line. Utility lines are located within these easements/setbacks and utility companies, including AWSD, have the right to enter, excavate, and conduct maintenance and emergency repairs within these easements.
- c. Whenever it is necessary for the District to enter a property for repairs or to accomplish improvements within District easements, and it is necessary to remove property owner improvements (e.g., fences, landscaping) within that area the District will provide notice to the property owner prior to removing improvements unless the repair is an immediate requirement and the Manager shall request the owner to sign a Consent/Permit License from Property owner

(see Appendix 4). Concern for damage to property, a major water or sewer leak, or threat to the safety of individuals would constitute an immediate requirement; planned District construction or routine maintenance is not an immediate requirement. *[Usually property owner improvements are limited in easements and setbacks. The property owner makes improvements at their own peril – not a utility provider expense for repair and replacement]*

- d. In the event that a curb stop must be accessed for repair/replacement, and that the curb stop is located under an existing driveway the District will take measures to minimize destruction of the existing driveway surface. Once the repair is complete, the District will be responsible for patching (not replacing) the driveway surface. Such repair will be basic; the property owner may at their discretion pay for additional repair (such as color matching).
 - e. In the event a fence or other landscaping lies within a utility easement, which easement is for the benefit of the District, and repairs must be made that cause those improvements to be removed or disturbed, the District will take measures to minimize destruction of the landscaping so it can be reused. If the material is reusable, the district will reset fence posts, rehang posts and/or wiring and replant bushes. Trees that have been taken down will not be replaced or removed by the District, except to the extent, if any, the District has a legal obligation to do so.
 - f. In the event that a property owner asks the District to enter a property to accomplish an emergency repair (for example, an emergency shutoff if the curb stop is defective or cannot be located), the District will assume no responsibility for damage to interior plumbing caused by the emergency repair.
7. Rates. Current rates, fees and charges, described below, are found on the District's then-current Schedule of Rates, Fees and Charges, reviewed at least annually by the Board to ensure budgetary requirements of the District are met.
- a. Water
 - i. Service fee: The District budget includes anticipated costs to maintain and make required improvements to the water treatment and delivery system. These costs will be reflected in customer billing.
 - ii. Water rates: Water rates will be based on the cost of water production and customer water usage. The rates will be established using a tier structure that encourages water conservation and discourages high usage of water.
 - b. Wastewater

- i. Service fee: The District budget includes anticipated costs to maintain and make required improvements to the wastewater collection and delivery system. These costs will be reflected in customer billing.
- ii. Donala Treatment Charge: A per residence fee to treat wastewater will be charged by Donala. That charge will be added to customers' monthly billing. The District shall pay the aggregate monthly Donala charge.

c. Non-resident rates

i. Commercial or other use of hydrant released water:

- 1. The Manager has the authority to grant individuals or companies who are not customers of the District to fill tanks and/or tankers from an existing District fire hydrant.
- 2. The Manager will estimate the amount of water obtained based on the capacity of the vessel receiving the water and will generate an invoice to be paid to the District using the established non-customer rate.

8. Violations, Fees & Fines: The following fees and fines are found on the District's then current Schedule of Rates, Fees and Charges.

- i. Owner Requested Connect/Disconnect. If a property owner requests a disconnect related to sale of the property there is no fee; likewise, if a new owner requests a connect, there is no fee. If a property owner requests a temporary disconnect while they still own the property, a temporary connect/disconnect fee shall be charged.
- ii. Mandatory disconnect schedule/procedure
 - 1. Notice of Delinquency or Violation. Notice of Intent to Terminate Service shall be provided to any customer whose account balance is 90 days past due, plus late fees incurred. A shutoff fee shall be added to the balance due. Should the customer pay delinquent amounts after shutoff, a service reconnect fee will be charged and must be paid before service is turned on.
The Board may also order service shut off to a customer who is in egregious violation of these Rules and Regulations of the District, upon providing notice.
 - 2. Procedure

- a. The Manager is responsible for distributing delinquency notices prepared by the District Accountant.
- b. Prior to disconnecting service, a delinquency notice must be attached to the entrance of the property and a notice sent via first class mail to the property address and to the property owner (if the property address is different from the owner's address). The delinquency notice must state the amount of the delinquency, the date of shutoff, and that the customer has the right to a hearing before the Board to protest the termination of service, prior to service shutoff. Service will not be restarted until the mandatory disconnect/reconnect fees are paid, along with all past due fees, charges and late fees.
 - i. In practice, this means the shutoff date in the notice should be after the next scheduled district board meeting.
 - ii. If the account balance and late fees are paid prior to the shutoff date, then the shutoff will be cancelled and only late fees will apply
- c. If a Mandatory Shutoff occurs, then the Mandatory Shutoff fee will be added to balance due.
- d. If the delinquent account balance, late fees, and Mandatory Shutoff fee are paid after Mandatory Shutoff, then service will be restored and a Reconnect Fee shall be charged to the customer and must be paid before service will be reconnected.
- iii. Tap fee. If new construction is planned on a vacant lot within the District's boundaries, the property owner is responsible to pay the District a "tap fee" for the privilege of connecting to the District water and wastewater system.
- iv. Open Records Requests. Any member of the public may request copies of District public records electronically or in hard copy from the District, pursuant to the District's policy.
- v. Returned check fee. If a customer payment check is returned by the bank then the accounting firm will charge a returned check fee.
- vi. Late fee.

1. Bills are mailed to customers on the first day of each month.
 2. Payment is due on the fifteenth day of the same month.
 3. Payment dates cannot be customized.
 4. Accounts not paid by the due date are assessed a late fee. A late fee is assessed for each month the bill is not paid by the due date. The late fee is assessed on the sixteenth of the month.
- vii. District Fee for certifying delinquent accounts to the County Treasurer. Accounts that are delinquent 6 months or more and with a balance greater than \$150 will be reviewed at by the Board at the October Board meeting for certification to the El Paso County Treasurer no later than November 1st. A delinquent account certification fee shall be added to each account prior to the delinquent certification filing with the County Treasurer. Once filed with the Treasurer, account charges and County Treasurer fees will be collected by the County, along with property taxes, and the proceeds distributed to the District.
- viii. Other violation fees: TBD by Board on case by case basis

9. Financial

- a. Audit required. The Board shall engage a professional auditing firm to provide an independent audit of the financial status of the District and the Enterprises on an annual basis.
- b. Budget preparation, review, and approval. The annual budget for the District and the Enterprises shall be prepared by the Treasurer in accordance with current State guidelines, including any Taxpayer Bill of Rights (TABOR) criteria. Notice of the District's budget hearing will be posted and published in compliance with State law. The budget will be approved by the Board and submitted to the appropriate governmental agencies, as required by statute.
- c. Taxes & Mill Levy

10. Hearing and Appeal Procedures

- a. Meter Reading Dispute
 - i. Any customer disputing a billing reading should first contact the Manager; if the dispute cannot be resolved at that level, then the customer should notify the Board and appeal the reading at the next

Board meeting. The determination of finding by the Board will be final.

b. Billing Dispute

- i. Billing disputes should be submitted to the Manager for review by the Manager, Treasurer and firm responsible for billing. If the dispute cannot be resolved at that level, then the customer should notify the Board and appeal the reading at the next Board meeting. The determination of finding by the Board will be final.

11. Reporting

- a. The Board and Manager are responsible for completing and submitting all reporting requirements required by the Colorado Division of Local Affairs (DOLA) and the Colorado Revised Statutes (C.R.S.)
- b. The Manager is responsible for completing and submitting all reporting requirements required by CDPHE.

APPENDIX 1 DEFINITIONS

Board shall mean the Board of Directors of the Academy Water and Sanitation District.

Connecting Charge shall mean a fee for connecting a residential unit's private Service Lines to the District's facilities. It is also known as Tap Fee or Plant Investment Fee.

C.R.S. shall mean the Colorado Revised Statutes, as amended.

Customer shall mean any person, partnership, corporation, governmental authority, or its lessees and tenants authorized to use District facilities under a permit and whose property is supplied with water and/or sewer service by the District.

District shall mean the Academy Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado .

District Manager/ Operator shall mean the individual hired by the Board to act on its behalf in the overall administration, management and operations of the District and services directed by the Board.

District Water Line shall mean the tap to the water main and is the property of the District.

DOLA shall mean Colorado Secretary of State Division of Local Affairs

Donala shall mean the Donala Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Household/Residence shall mean either a separate single family residence or one unit within a duplex, triplex, or four-plex.

Inspector shall mean the District Operator/Manager or his authorized deputy.

Lift Station shall mean a pumping station utilized to lift either water or wastewater over an increase in terrain height.

Notice shall mean notice in writing given by the District pursuant to statutory requirements, by posting on the District website, mailed by First Class mail, personal delivery or posting..

Person shall mean any individual, firm, company, association, society, corporation, or group.

Private Sewer Service Line shall mean the sewer line from the connection at the sewer main to the building being served.

Private Water Service Line shall mean the water line from the District curb stop to the building being served.

Sanitary Sewer shall mean a sewer which carries sewage, and to which storm, surface, and ground waters are not intentionally admitted.

Service Fee shall mean a fee established and periodically reviewed and adjusted by the Board that is necessary to maintain the water and wastewater systems and to pay any loans or bonds encumbered by the District.

Sewer Main shall mean any sewer line owned by the District and installed in a public street or easement and duly accepted by the Board.

Sewage Collection Line shall mean a sewer main located in a particular subdivision or other integrated development, which collects sewage from the various units therein.

Tap Fee/Connection Fee shall mean a fee imposed by the District for capital investment and shall be charged to all new connections or changes in existing uses that will increase the amount of use or change classification under the District's Equivalent Use Schedule. The terms connecting charge, tap privilege fee, tap fee, or plant investment fee are interchangeable and mean the same thing.

Transparency Notice shall mean that notice required to be posted annually, pursuant to § 32-1-809, C.R.S.

Usage fee shall mean a fee established by and periodically reviewed by the Board that pays for actual usage of the volume of water a customer consumes monthly

Water Distribution Lines shall mean a water main located in a particular subdivision or other integrated development, which distributes water to the various units therein.

Water Enterprise shall mean the Academy Water and Sanitation District Water Enterprise.

Wastewater Enterprise shall mean the Academy Water and Sanitation District Wastewater Enterprise.

Water Main shall mean any water line owned by the District and installed in a public street or easement and duly accepted by the District.

Notice of Intent to Terminate Service shall mean notice in writing given by First Class and post on the property by the District.

**APPENDIX 2
DELETED**

**APPENDIX 3
DELETED**

**APPENDIX 4
CONSENT/PERMIT LICENSE
From Property Owner
To
Academy Water and Sanitation District**

Academy Water and Sanitation District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado which is organized as a government entity to provide water

and wastewater services to a certain portion of northern El Paso County within or near Pleasant View Estates. The District from time to time installs, inspects, replaces, maintains and repairs the lines, valves and other infrastructure or parts of its utility systems.

It has become necessary for the District to perform some aspect of such work on a portion of the property of the undersigned owner in order to provide such utility services. While the District may already have a recorded or prescriptive easement for such purposes, the District wishes to keep the property owner informed of any projects and to assure that the property owner understands the need for the work and consents to the District performing it rather than the District simply invoking its powers and authority without coordinating with the property owner.

The undersigned property owner hereby consents to the District performing the work described below on that portion of the owner's property as is described as follows:

Property Description:

Description of Work:

This consent and license is personal to the District and its employees and contractors and may not be assigned, and is for that limited time to accomplish the described work. Except to the extent otherwise provided above or in the attached District resolution, (1) any work shall be at the sole cost of the District and (2) upon completion of the work the District agrees to restore the premises as nearly as practicable to the condition it was in at the start of the work. This consent/permit license, however, does not in any way modify or limit any easement right of the District or waive any governmental immunity available to the District.

Dated: _____ (signature)

Property Owner Name: _____ Academy Water and Sanitation District

Address: _____ By: _____

Telephone #: _____ Name: _____

Accepted: _____ Title: _____