

NORWOOD WATER COMMISSION RULES & REGULATIONS

ARTICLE I. GENERAL

1.1 Enactment and Repeal. The "Rules and Regulations of Norwood Water Commission," Norwood, Colorado, approved by the Norwood Water Commission (hereinafter "Commission") on June 7, 1993 pursuant to Ordinance #93-0514 of the Town of Norwood, together with all amendments thereto, are hereby repealed and amended in its entirety to read as follows herein.

1.2 Authority. The Norwood Water Commission is a water activity enterprise. The water system is wholly owned by the Town of Norwood, a municipal corporation, organized and existing under the General Statutes of the State of Colorado. The Commission was formed under that Agreement of December 28, 1992 between the Town of Norwood; the Wright's Mesa Rural Water System ("WMRWS") and the San Miguel Water Conservancy District. The Commission is governed by a six-member Board of Water Commissioners (hereinafter "Board, Commission, or NWC") established pursuant to the agreement of December 23, 1992 and amendments here to.

1.3 Board Authority. No individual director or employee of the NWC may take any action in an official capacity without authorization by the Board. All business of the NWC is transacted at Board meetings.

1.3.1 Exclusive Authority. Representations or contractual guarantees made by Customers, realtors, or any others regarding water service by the NWC without the specific, written commitment or approval of the Board shall be non-binding and without effect.

1.4 Area of NWC Water Service. Only property within the area bounded by Naturita Canyon on the southwest, Maverick Draw on the north and west, San Miguel Canyon on the northeast and the 7300' contour on the south as shown on Exhibit "B" to the Agreement and current service connections to the Reed pump system may be eligible for NWC Water Service, or as determined reasonable by the NWC on a case by case basis.

1.5 Scope and Purpose. These Rules and Regulations (hereinafter "Rules"), as the same may be amended from time to time, are the comprehensive Rules that govern the operation of the Norwood Water Commission (hereinafter "Commission or NWC"). The Rules serve a public purpose, and are necessary to protect the health, safety, and welfare of the Customers of the NWC and to insure the orderly and uniform control, administration and operation of the water management and distribution systems of the NWC.

1.6 General Policies. The Rules serve a public use, and are necessary to insure and protect the health, safety, and welfare of the water users served by the NWC.

Conservation. It is the policy of the NWC to promote the conservation of water resources. To that end, the NWC shall encourage use of low water use fixtures, xeriscape landscaping and automatic sprinkler systems: establish a water rate structure to promote conservation.

Adequate Water Resources. It is the policy of the Commission to plan for, capitalize and build adequate capital improvements as rapidly as possible consistent with fiscal responsibility in the best interest of the NWC's Customers.

Accountability. The NWC shall on a yearly basis, establish a five year Capital Improvement Plan and shall update the five year plan prior to July 31st of each calendar year.

1.7 Responsibilities of NWC. The NWC is responsible for the distribution of water to Customers for residential and non-residential uses, and for the maintenance, repair and replacement NWC facilities. **THE NWC IS NOT RESPONSIBLE FOR PROVIDING FIRE FIGHTING FLOWS.** The NWC **SHALL NOT** approve additional service when capacity is exceeded by demand or when such service would not be in the best interest of the water system.

1.8 Liability. To the extent allowed by law, the NWC shall not be liable for injury to persons, or damage to the property of a Customer or others as a result of inadequate, excessive or sporadic water pressure, inadequate water supply, interruption of service, stoppage of the water supply, or other water supply problems. The NWC reserves the right to turn off the water supply at any time for any reason deemed necessary.

1.9 Amendments. The NWC may amend these Rules as determined necessary by the NWC without prior notice except as set forth herein with regard to water rates and Fees. These Rules may be amended by explicit modification or by the adoption of policies or the Board.

1.10 Construction. Each part of the Rules is severable from all the other parts. No omission from or addition to these Rules alters the powers or responsibilities of the NWC conferred by Colorado statute or by agreement between the NWC and any other governmental entity.

ARTICLE II. DEFINITIONS

Unless the context specifically indicates otherwise the meaning of terms used in these Rules shall be as follows:

- 2.1 "APPROVED CONTRACTOR" shall mean a private contractor with a certificate of insurance of at least \$3,000,000 liability per incident in good standing on file with the Norwood Water Commission office.
- 2.2 "AGRICULTURAL" science or occupation of farming project or business.
- 2.3 "BOARD OR NWC" means the governing Board of the Norwood Water Commission.
- 2.4 "COMMERCIAL" means purchasing and sale of merchandise.
- 2.5 "COMMISSION FACILITIES/APPURTANCES" means all meters, water mains, distribution lines, pipes, air-vacs, valves, PRV's and appurtenant facilities managed by the NWC.
- 2.6 "COMMISSION SPECIFICATIONS" means that certain document entitled the "Plans and Specification Improvements to Water Collection and Distribution System, Town of Norwood Water Commission, Norwood, Colorado", as amended from time to time.
- 2.7 "CONNECTION" means a physical connection made directly into a Norwood Water Commission water distribution line.
- 2.8 "CONSTRUCTION DRAWINGS AND SPECIFICATIONS" means complete construction drawings placed on a 24"x 36" sheet completed by a licensed Colorado engineer.
- 2.9 "CROSS CONNECTION" means any physical connection of the NWC's water supply, directly or indirectly, with any other water supply.
- 2.10 "CUSTOMER" means any person authorized to use water or connect to a water main as approved by the NWC.
- 2.11 "DEVELOPER" means any person who subdivides or improves the property.
- 2.12 "ENGINEERING FEASIBILITY STUDY" means an investigation of the possibility of water service and the determination of specific service requirements and costs associated with providing water service to a particular property or properties conducted by a licensed Colorado Engineer.
- 2.13 "FIRE HYDRANT" means an outlet from a main line 6" or larger consisting of an upright pipe with one or more nozzles normally used for fighting fires.
- 2.14 "INDUSTRIAL" means water sold as part of the product.

2.15 "INSPECTOR" means a person authorized by the NWC to enforce these rules and regulations.

2.16 "MULTI-FAMILY RESIDENCE" means a structure containing two (2) or more residences, not including hotels and lodges, but including town houses, duplexes and apartments.

2.17 "PERSON" means an individual, firm, company, partnership, corporation, homeowner's association, or other entity, public or private.

2.18 "PLANT INVESTMENT FEE OR PIF" means fee collected to pay the cost of past or future capital improvements and water resource development necessary to provide treated water to the Customers of the NWC at a particular location under these Rules.

2.19 "PUBLIC WORKS DIRECTOR/OPERATOR IN RESPONSIBLE CHARGE" means the chief employee of the NWC in charge of operations of Commission Facilities, including supervision of its maintenance personnel and Inspectors.

2.20 "RESIDENTIAL USE" means pertaining to or consisting of separately enterable, self-sufficient room or combination of rooms containing kitchen and bath facilities and designed to be used for dwelling/residential purposes independently of other families as a residence by an individual, or by a single-family and/or guests. The term "Residence" includes modular homes and mobile homes, but not recreational vehicles. The term "Residential" may include a portion of a duplex or multi-family structure, but does not include lodging accommodations such as hotels and motels.

2.21 "SERVICE LINE" means the pipe, line or conduit, which leads from a NWC water main/corp to the structure served by NWC water.

2.22 "SHALL" means mandatory.

2.23 "SUBDIVISION" shall mean any division of any parcel of land into two or more parcels, separate interests or interests in common that is regulated by local government.

2.24 "TAP FEE" shall mean a Plant Investment Fee.

2.25 "UN-ASSIGNED TAP" means the right to receive water service by Norwood Water Commission (NWC) which is not currently being used on a specific property but which, if evidenced by a contract with NWC or its predecessor, may be used for a residence at a specific property subject to the NWC Rules & Regulations.

2.26 "WATER TAP" means the right to receive water at a particular location subject to these Rules.

2.27 "WORK DAY" shall mean Monday through Friday, from 8A.M. to 5 P.M.

ARTICLE III RESPONSIBILITIES OF CUSTOMERS

3.1 Acceptance of the Rules. By accepting NWC water service, a Customer consents to be bound by the Rules and all amendments thereto.

3.2 Accurate Information. All information provided by Customers to the NWC must be accurate.

3.3 Service Lines.

3.3.1 The NWC shall be responsible for and maintain the service line from the main line to one of the following; curb stop, meter pit, property line, or approved NWC Board demark point. The customer is responsible from the curb stop, property line, meter pit, or NWC Board approved demark point to the structure served.

3.3.2 The customer shall notify the NWC prior to any change in the customer's equipment, service or use of the property. Each customer shall be responsible for constructing and maintaining and all costs thereof of the service line as defined in 3.3.1. Service lines shall be constructed in accordance with these Rules and Regulations. Leaks or breaks in the customers service lines that occur or appear to occur in a section of the service line that cannot be shut off by the service valve and can only be shut off by shutting down the main line shall be considered an emergency and such repairs may be undertaken immediately and without notice to the customer. Notwithstanding the foregoing, the NWC reserves the right to determine if additional emergency situations and to undertake such emergency repairs without notice to the customer. All costs of such emergency repairs shall be billed to the customer and any unpaid costs shall constitute a lien on the property of such customer, securing payment of such costs is provided by CRS 32-1-1001. Leaks or breaks in the service line which are not emergencies shall be repaired by the customer within seventy-two (72) hours of obtaining the knowledge of a leak or from the time of verbal or written notification of such condition by NWC. If satisfactory progress toward repairing said leak has not been completed within the same time period, NWC shall shut off the service until the leaks or breaks have been repaired, and the cost there for shall constitute a lien on or against the property of such customer, securing payment of such cost, as provided for by CRS 32-1-1001. In the event that a customer owned service line, as defined in 3.3.1, is located within the CDOT right-of-way and is in need of repair, the NWC will repair the service line in accordance to CDOT requirements, such as insurance, permits and traffic plans. However, the cost of the repair will be the responsibility of the customer, which may be reimbursed to the NWC at the time of the repair or the customer may negotiate a monthly payment plan with NWC staff, not to exceed six months. All Curb stops shall be maintained by the owner at all times; this includes all phases of construction. Any curb stop that needs repair or raised shall have 72 hours from verbal or written notice of the NWC to repair the problem. If satisfactory progress toward repairing the curb stop has not been completed within the same time period, the NWC shall repair the curb stop, and the cost therefore shall be billed to the customer and any unpaid costs shall constitute a lien on or against the property of such customer, securing payment of such cost, as provided for by CRS 32-1-1001.

3.3.3 New service or up-graded service lines shall have a curb stop valve installed at the property line.

3.4 Enter and Inspect. An employee of the NWC, bearing proper credentials, shall be permitted to enter on the property of a Customer or Applicant for NWC water service to inspect, observe, sample, test, or for any other necessary purpose, in accordance with the Rules.

3.5 Easements. The Customer shall provide the legal description for, grant the NWC or obtain for the NWC's benefit, and record any easements for NWC Facilities, which are needed for the installation and/or maintenance of Commission service to the Customer's property.

3.6 Change of Ownership. The Customer shall promptly notify the NWC on a NWC approved form of any change in ownership of property served by the NWC and of any change in the party to be billed for NWC water service. The NWC assumes no responsibility for agreements between sellers and buyers or between tenants and property owners.

3.7 Stop and Waste Valve/Frost Free Hydrant. Stop and waste valves and frost free hydrants are prohibited within the NWC service system.

3.8 Water Pressure.

3.8.1 Customers are deemed to be aware of the possibility of varying pressures and conditions in NWC water service and are, therefore, responsible to protect their persons and property from injury by water, and of the lack of water furnished through NWC Facilities.

3.8.2 All Customers with boilers or other appliances on their property which depend on pressure, water in pipes, or a continual supply of water shall provide, at their own expense, suitable safety appliances, including pressure reducing valves and/or air-vac valves, to protect themselves and their property against stoppage of water supply, pressure loss, or surging pressures.

ARTICLE IV. UNAUTHORIZED USE OF THE WATER SYSTEM

4.1 Unauthorized Use. No person shall uncover, make any Connection with, use, alter, or disturb any NWC Facilities, without prior written permission from the NWC. No unauthorized person shall utilize a hydrant wrench or valve shut-off key on any NWC meter or appurtenance.

4.2 Harm to Water System. No person, or persons shall willfully damage or destroy any NWC Facilities.

4.3 Cross Connection Prohibited. No person shall make, install, maintain, or permit any Cross Connection with any NWC Facilities without explicit written NWC permission in accordance with the 2000 Cross Connection manual.

4.4 Unlawful Connection. No person shall fail to remove any Cross Connection or other

unlawful connection after being so ordered, in writing, by the NWC or the Colorado Department of Public Health.

4.5 Penalty for Violating the Rules.

4.5.1 Any person violating any of the provisions of the Rules shall be liable to the NWC for any expense, loss or damage caused by the violation, including but not limited to the cost of the reconstruction of any NWC Facilities, together with all fees for engineering, inspection, materials, and right-of-way costs.

4.5.2 Any person who violates the provisions of Section 4 of the Rules shall be charged with a misdemeanor per **CRS 18-4-506.5** and upon conviction thereof shall be fined in an amount established by the court and/or shall be assessed a fee by the NWC in the amount of attorneys' fees and incidental and/or consequential damages.

4.5.3 A Customer shall be liable for all collection, court or legal expenses incurred by the NWC in enforcing the Rules in reference to that Customer.

ARTICLE V. WATER TAPS AND PLANT INVESTMENT FEES

5.1 Plant Investment Fee. The Customer shall pay in cash or by check for one residential Plant Investment Fee for each residence on a Customer's property and a non-residential Plant Investment Fee for other structures on the Customer's property in accordance with the Plant Investment Fees set forth in Appendix "A." The Plant Investment Fee does not include the cost of materials, the cost of the extension of NWC Facilities, or the installation of Customer's meter or Service Line. The non-residential Plant Investment Fee is based on 80% of the meter size deemed necessary by AWWA/Plumbing Code Standards on a fixture unit basis for the permitted use of the property, regardless of the number of Connections on the property. Non-residential meters and lines shall be sized so that 80% of the meter's AWWA rated capacity is not exceeded by the maximum demand of the proposed use, exclusive of demand for fire protection. Maximum demands shall be determined on a fixture-unit basis described in the "International Plumbing Code, 2009 Edition, Western Plumbing Officials", or as revised or supplemented. The criteria for whether a structure requires a non-residential or residential PIF is whether the structure is designed or intended for residential use. For example:

5.1.1 A motel is a non-residential building because no one lives there full time.

5.1.2 A dormitory is a non-residential structure.

5.1.3 A condominium is a residential structure if it has kitchen and bathroom facilities.

5.1.4 A mobile home park is composed of residences.

5.1.5 A recreational vehicle park is non-residential.

5.1.6 Where a residence and a business occur in the same building, each use shall be considered independently and PIF owed shall be the cumulative of residential and

non-residential uses.

5.1.7 Where more than one building exists on a property, each building will be considered independently and will owe a PIF. If two buildings on a lot have different uses, one may be residential and the other non-residential.

5.2 Separate Connections. Each separately owned parcel of land and each structure thereon must have a separate connection and pay current Plant Investment Fees. The Board may, in its sole discretion, grant a variance and permit fewer than one connection per structure on a property. In making such a determination the Board may consider factors, including but not limited to, convenience to ultimate consumers, engineering feasibility and maintenance and repair difficulties. The customer, however, shall pay a Plant Investment Fee for all residential and non-residential uses regardless of the number of physical taps.

5.3 Plant Investment Fees for Changed Service.

5.3.1 Remodeling. If a Customer remodels a structure receiving NWC water service without (I) a changed use of the property, (II) an increase in the number of residences, or (III) a change of the non-residential use, no additional PIF is required.

5.3.2 Non-residential Use of Property. If the Customer wishes to change the non-residential use of a property, the Customer shall pay, based on the tap size deemed required to serve the changed use, the difference in the Plant Investment Fee for the line size deemed necessary for the old use and the tap size deemed necessary for the new use. If a Customer changes the non-residential use of the property to one with fewer water fixtures, no Plant Investment Fee is refunded. However, if the property were to again change use, no additional Plant Investment Fee would be owed for a meter/tap size to which the property is entitled.

5.3.3 Change in Number of Residential Units. If a property has residences, and an additional residence is added, the customer shall pay a PIF for the new residence.

5.3.4 Change in Use of Property with Both Residential and Non-residential Use. If a property has both non-residential and residential uses, and an additional residence is added, the customer shall pay an additional PIF for the new residence. If the use of the non-residential portion of the property is changed, the Customer shall pay for any increased PIF based on the difference in the tap size deemed required for the old and new uses.

5.4 Connection Construction Costs. The Customer shall bear **all** equipment and construction costs related to installation of a connection in addition to the required Plant Investment Fee(s). The Customer shall be responsible for acquiring all the needed locates, permits, and bonded contractor needed for the connection. The contractor must have current proof of insurance on file with NWC prior to beginning excavation. The Customer **shall** notify the NWC staff four (4) working days prior to beginning excavation which includes the installation of a tap. The NWC staff

shall inspect all connections and service lines.

5.5 No Dig Policy. The NWC has adopted a “No Dig Policy” which does not allow any excavation within our right of way (ROW) beginning November 1st through April 1st of each year, unless it is considered an emergency.

5.6 Meters Required. Each tap Connection to NWC distribution lines shall be metered.

5.7 Property Line. No Service Line may cross the boundary lines of the property on which a Connection is made for use outside the property. The service line must serve the owners lot only or provide private, recorded easement with map.

5.8 Transfer Prohibited. A Connection shall serve only the property designated in the Water Service Contract, and shall not be transferred to any other property unless a variance to transfer the tap is approved by the NWC.

ARTICLE VI. WATER METER

6.1 Meter Required. All water service shall be metered by the NWC.

6.2 Meter Removal. Any water meter may be removed by the NWC from the meter pit at any time the Connection is shut-off.

6.3 Test, Repair & Replacement of Meter. The NWC has the right to test, repair or replace any water meter at the owners expense.

6.4 Defective Meter.

6.4.1 The Customer must notify the NWC office at Norwood Town Hall if the Customer believes the water meter is defective.

6.4.2 If any meter fails to register in any period, the Customer shall be charged for the Customer's average consumption for the two preceding periods during which the meter was deemed by the NWC to have been in working order.

6.5 Back Flow Prevention Devices. All devices must be tested annually by a certified Cross-Connection Technician and the results shall be submitted to the NWC within 90 days of the completion of the test.

ARTICLE VII. FIRE HYDRANTS

7.1 Installations. Upon the certification of an engineer registered in the State of Colorado that a NWC line provides the flows needed for fire fighting, a Customer may have Fire Hydrant installed on NWC main lines, provided the cost of the Fire Hydrant and its installation are paid by the Customer.

7.2 Use of Fire Hydrants. Unless otherwise authorized in writing by the Board, water from a Fire Hydrant may not be used for any purpose other than the fighting of fires.

7.3 Ownership and Maintenance. Fire Hydrants shall be owned and maintained by the NWC.

7.4 Flushing Hydrants. Flushing hydrants have a maximum 1.5" port and may be used only for flushing water lines. **FLUSHING HYDRANTS ARE NOT DESIGNED OR SUITABLE FOR FIRE PROTECTION PURPOSES.**

ARTICLE VIII. APPLICATION FOR WATER SERVICE

8.1 Application and Fees. A property owner or duly authorized agent may request new NWC water service by executing an application on a NWC-approved form, accompanied by an Application Fee and any other required fees. Owners of property with an existing Water Tap must complete a Water Service Contract before water service is transferred. The NWC may require the Applicant to furnish satisfactory evidence of ownership of the property for which the water service is requested. The applicant has **30** days after approval to purchase the water tap.

8.2 Billing Account Transfers.

8.2.1 Service to Tenants. If service is to be billed to a tenant, the property owner and tenant must submit a Billing Transfer Application together with the required deposit and account Transfer Fee. If the account is past due, the account must be paid in full before the application will be accepted and water service transferred. The Account Transfer Fee is a charge for reading the meter and changing the NWC's records.

The NWC shall refund the tenant deposit upon discontinuance of service and the payment of service fees under the Rules. The deposit shall be forfeited and may be applied by the NWC against any service fees not paid within 30 days after discontinuance of service.

If water service is discontinued for non-payment of water service fees, the deposit shall be forfeited and applied against the fees and water service will not be re-established until the fees are paid in full along with the standard re-connection fee and a new deposit.

Application of the deposit to any unpaid NWC fees does not relieve the customer or property owner of liability for all fees owed.

8.2.2 Billing to Different Customer. If existing service is to be billed to a new Customer, the old Customer and the new Customer must submit a Billing Transfer Application and a new Water Service Contract, together with the required Account Transfer Fee. If the account is past due, the account must be paid in full before the application will be accepted and water service transferred.

8.3 Engineering Feasibility Study. If the NWC has technical concerns about the feasibility of any requested service, the Commission may require the Customer to

provide an Engineering Feasibility Study.

8.4 Service Commitments Must be in Writing. No water service commitments of the NWC are binding unless in writing, and approved by the NWC.

8.5 Denial of Service. The NWC may review all proposed water uses as to their effect on the NWC water system and may deny an application for service for any of the following reasons:

8.5.1 Connection of Applicant's plumbing to NWC Facilities would constitute a Cross-Connection and a health hazard.

8.5.2 The service would create an excessive seasonal or other demand on the NWC Facilities.

8.5.3 The Applicant misrepresented the improvements on the property or the use to be made of the water supply.

8.5.4 Service to the property, in the best judgment of the Board, is not feasible based upon engineering and economic consideration.

8.5.5 The Applicant's accounts with the NWC are not current.

8.5.6 Applicant failed to adequately document easements for new water line installations to serve the property.

8.5.7 Granting the application would not be in the best interest of the NWC and its current Customers.

ARTICLE IX. WATER MAINS AND DISTRIBUTION LINE EXTENSIONS

In addition to the requirements of Article 8, above, the following requirements apply to service involving water main and/distribution line extension:

9.1 Ownership. All approved and accepted water mains and distribution lines are the property of the NWC if they so choose.

9.2 Customer Installation of Water Mains and/or Distribution Lines. Where service to a Customer's property requires the extension of the NWC's water main and/or distribution line, the Customer shall install at the Customer's expense, and pay for the installation of, the needed extension pursuant to **NWC Material and Installation Specifications (Appendix C)** and all applicable local, state and federal regulations. Customer must obtain all permits required by state and local agencies prior to beginning construction.

9.3 Application for Water Main and/or Distribution Line Extension. All applications for water main or distribution line extension shall be made by submitting an executed Water Service Contract to the NWC, together

with: **1)** complete engineering construction drawings of the extension, consistent with the NWC's Specifications, prepared by Applicant's engineer at Applicant's expense, **2)** an Engineering Feasibility Study, **3)** the Application Fee, and **4)** Deposit For Engineer's Review. The construction drawings shall be reviewed by the NWC's engineer at the Customer's expense.

9.4 Construction Process.

9.4.1 All Customers' line extension plans and specifications shall be reviewed and approved by the NWC **prior** to the start of construction. The Customer shall have the prior written approval of the NWC and its engineer for any materials which differ from those in the NWC Specifications and for any other deviations from the NWC Material and Installation Specifications (Appendix C).

9.4.2 The Customer shall not begin construction of the line extension prior to the NWC's execution of Customer's Water Service Contract.

9.4.3 The Customer shall give the NWC notice four working days **prior** to the commencement of line extension construction.

9.4.4 The Customer shall perform all clearing and grading for the pipeline alignment. In new subdivisions or along new roadways, the rough grading of the right-of-way shall be completed and approved by officials of the appropriate County prior to any pipeline construction. Survey pins for the right-of-way shall be in place by a licensed surveyor. All work shall be done in accordance with good construction practice.

9.4.5 The NWC has the right to inspect water mains and/or distribution line installations before burial. The Customer seeking the line extension shall pay for the services of an Inspector to inspect the line extension installation prior to the burial of the new line. Any line extension work buried without a prior inspection shall be rejected. If, in the Inspector's determination, the Customer does not have sufficient equipment, labor and materials to properly construct a quality line, work shall be discontinued until the Customer remedies the deficiencies. The NWC must approve and accept the construction in place before the Customer provides water service through the new water main and/or distribution line.

9.4.6 The physical Connection to the NWC's Facilities shall be done by the NWC at the Customer's expense. Place pipe with **4'6"** bury placed on **4" x 4"** solid wood blocks with **2/8"** or small sand bedding. Blocks shall be placed **2** feet apart. Bedding will be **4"** bottom, **6"** sides and top. Tamping shall be in a manner as to allow sand to surround the pipe entirely. The Customer must place locating wire with bury tape 1 foot above main line and distribution lines.

9.4.7 place pipe with **4'6"** bury placed on **6"** compacted sand radius of pipe exterior. Compaction shall be 90% modified proctor on the **6"** base **prior** to placement of pipe, then sides and top shall be bedded with **6"** of sand also compacted to 90% modified proctor.

9.4.8 Then remainder of the trench shall be wheel or compressed compacted in **8"** lifts, ending in a mound. All road crossings, right-of-way, streets and alleys are not under the jurisdiction of the Norwood Water Commission and these agencies must be contacted **prior** to excavation to determine compaction specifications.

9.4.9 No backfill shall contain rock in excess of **3"** in diameter within **12"** of pipe placement.

9.5 Main and Line Location. Where feasible, such line extension shall be made in a

dedicated road right-of-way.

9.6 Looping. The NWC will require water mains and/or distribution lines to be looped at Customer's expense as a condition of water service. If looping is not feasible as determined by the Norwood Water NWC, then the main line shall end with a flushing hydrant and airvac.

9.7 Warranty Period. The Developer shall assume responsibility for maintenance of the line for a period of one year following acceptance by the NWC and two years for water line installed under hard surfaces such as pavement, sidewalks, and alley roads.

ARTICLE X. WATER SERVICE RATES, FEES AND BILLING PROCEDURES.

10.1 Minimum Water Service Fee. Upon NWC execution of a water service contract, the Customer shall pay the metered rate or the minimum monthly water fee for NWC water regardless of actual use, whichever is higher. The minimum monthly water service rates are set forth in **Appendix "A"**.

(1) For customers who currently have more than one structure or use served by one meter, will be assessed an additional minimum monthly service rate per potential/actual use, as set forth in **Appendix "A"**. One thousand gallons of water will be included with each minimum monthly service rate. The customer will be charged the metered rate for water once the minimum has been met.

10.2 Changes in Fees and Water Rates. NWC fees, Plant Investment Fees and water rates may be changed by the NWC at any time in the best interest of the NWC after publication of notice of the contemplated increase is published once in a newspaper of general circulation in the Town of Norwood at least ten days before the NWC takes action.

10.3 Billing Statement. Billing statements for water service fees shall be mailed to Customers on a monthly basis. Payment shall be due on the twentieth of each month.

10.4 Delinquent Accounts -- Shut-off.

10.4.1 Water bills not paid within 30 days from the date of the statement are delinquent. Delinquent bills shall bear interest at the rate of one percent (1%) per month on the unpaid balance.

10.4.2 If a bill is not paid within 60 days of statement billing, the NWC may shut-off service by mailing notice to the Customer at Customer's billing address, advising the Customer of the overdue bill and informing the Customer that:

(1) if the Customer disputes the accuracy of the bill, the Customer must request in writing a hearing with the NWC, which shall be mailed or delivered to the NWC no later than fifteen (15) days after the statement date;

(2) if the Customer fails to make a written request for a hearing concerning a disputed account and fails to pay the full amount of the billing within thirty (30) days after the statement date, the Customer's service will be

discontinued;

(3) if service is discontinued for less than 180 days, service will **not** be resumed until a new Water Service Contract is executed, the full amount due the NWC plus a charge for the reconnection of service has been paid, as set forth in Exhibit "A."

(4) if service is discontinued for more than 180 days, service will not be resumed until a new Water Service Contract is executed, the full amount due the NWC plus a new PIF charge has been paid, as set forth in Exhibit "A."

10.4.3 Nothing in this section shall be construed as to prevent the NWC from using all other lawful means of collecting any charges due and payable.

10.5 Notice of Delinquent Account. The NWC shall notify the owner of the Property, if not the Customer, by mail at the owner's last known address, when any NWC account for the Property is delinquent over ninety (90) days).

10.6 Liability of Payment. The property owner and occupant are jointly and severally liable for charges of the NWC. The NWC assumes no responsibility for any agreements between a landlord and tenant, regardless of whether the NWC has been notified of such agreement.

10.7 Charges as Statutory Lien. Until paid, all NWC fees, interest, penalties constitute a perpetual lien against the property served. The lien may be foreclosed in the manner provided by Colorado law or pursuant to § 31-20-105, C.R.S., the NWC may elect to certify to the county treasurer for collection of any delinquent water service charges, to be collected by the county treasurer and paid over to the NWC in the same manner as for the collection of real property taxes pursuant to Title 31 of the Colorado Revised Statutes.

10.8 Leak Policy. The Norwood Water Commission will not consider any kind of adjustment as long as the meter has been read by Water Commission personnel on a regular monthly basis. All leaks occurring outside the primary residence will not be considered as part of the leak adjustment policy. NWC **shall not** be responsible for faulty appliances or fixtures. If a leak adjustment is granted, the customer then is billed the winter estimated amount and one dollar per thousand gallons for all water that went through the meter over the winter estimate. Adjustments will be considered on case by case basis.

10.9 All outside hydrant extensions must have an approved backflow device installed and inspected as to protect our water supply.

10.10 Frozen Meter Policy. During times of cold weather meters freeze from time to time. When you do think you have a frozen meter or water pipes, please do not try to thaw out or tamper with the water meter. Please contact Norwood Water Commission and a representative will respond as soon as possible. After hour responses will be charged to your account as a service call. When the service representative has determined that your meter is frozen, then they will thaw it out, make any repairs and ask you to take steps to keep the meter from freezing again (i.e. covering with more insulation, leaving water dripping during the cold snap).

If the meter freezes again, you will be charged for parts and labor at the current rate. Any tampering of the Norwood Water Commission equipment will require a charge of \$200 plus the repair costs as set forth in Appendix A.

ARTICLE XI. CHANGE IN CUSTOMER SERVICE

11.1 Change in Service not Permitted Without Written Approval. No change in a Customer's meter or type of service shall be made without prior written approval of the NWC. A change in service requires a re-determination of the Plant Investment Fee and payment of any additional Plant Investment Fee owed. In the event that a Customer applies for and obtains NWC permission to change the service, Customer shall pay an additional PIF, if necessary, pursuant to Article 5 above.

11.2 Procedure. A Customer must execute a new Water Service Contract for changed service.

ARTICLE XII. RESTRICTION OF CUSTOMER WATER USE

12.1 Board Curtailment Priorities of Use. Whenever, in the opinion of the Board, there is a shortage of water, whether caused by limitation of NWC Facilities, fire or other emergency, or limitations placed on the NWC by the Town of Norwood, the Board has the authority to restrict the use of water to Customers in the following sequence:

- 12.1.1 Restriction of non-essential uses including lawn irrigation.
- 12.1.2 Prohibition of all irrigation purposes except for that in commercial greenhouses.
- 12.1.3 Prohibition of all but domestic use and use essential for agricultural, industrial, or commercial enterprises.
- 12.1.4 Prohibition of all use except domestic use.

12.2 Staff Curtailment of Use. In an emergency, the Public Works Director has authority to so restrict the supply.

ARTICLE XIII. CONTRACTORS INSURANCE

13.1 Liability Insurance. Prior to undertaking any work on NWC Facilities, all contractors must present the NWC with a certificate of insurance evidencing Comprehensive General Liability including underground coverage in a limit of not less than \$1,000,000. The NWC shall be named as additional insured.

ADOPTED by the Norwood Water Commission at its regular meeting on February 17, 1994. **Amendments to**

the document , were made on the following months by action of the board: June 27, 1995; March 26, 1996; November 12, 1996; October 1997,August 1999 , June 2002, April 2007, August 2013 and May 2017.

NORWOOD WATER COMMISSION

By:_____

Chairman

ATTEST:

By:_____

APPENDIX A

NORWOOD WATER COMMISSION

SUMMARY OF FEES

Application Fee (New Service)	-- \$50
Billing Transfer Service Charge(rental)	-- \$50
Billing Transfer Service Charge (sale)	-- \$100
Deposit for Engineer’s Review	-- \$500
Engineer’s Review of Line Extension	-- \$180/hour
Leak Detection Assistance Fee	-- \$25/person/hour
Meter Tampering	-- \$200 + (actual repair cost)
Meter Replacement Charge	-- \$25 + (actual cost of meter)
Minimum Monthly Service Charge	-- \$28
Monthly Right to Server Charge	-- \$6
Overtime or After-hours Assistance	-- \$50/person/hour
Plant Investment Fee ¾"	-- \$12000/unit
Reconnect Fee during Business Hours	-- \$100
Renter Guarantee Deposit	-- \$50
Returned Check (Any Reason)	-- \$30/check
Digging Without Utility Notification	--\$1000 (minimum)
Transfer Fee for Sale of Unassigned Taps	--\$3000
Water Theft	-- \$200 + (2 x highest historic billing) + (all charges to date)

PLANT INVESTMENT FEES

Each separately owned parcel of land or structure thereon must be served by an individual service line/meter. Plant Investment Fees shall be paid pursuant to the following schedule.

Residential Use/Non-Residential Use

Size of Meter (inches)	PIF (\$)
3/4	12,000.00
1	18,680.00
1½	25,400.00
2	35,400.00
3	54,000.00
4	60,000.00
6	72,000.00

Non-residential meters shall be sized so that 80% of the meter’s AWWA rated capacity is not exceeded by the maximum demand of the proposed use, exclusive of demand for fire protection. Maximum demands shall be determined on a fixture-unit basis as described in the “International Plumbing Code, 2009 Edition,” Western Plumbing Officials, or as revised or supplemented. All fees are non-refundable, except any unused portion of the Deposit for Engineer’s Review.

APPENDIX B

MONTHLY WATER RATES

The Commission shall charge a minimum monthly service charge of \$25.00 per meter regardless of water use.

*CUSTOMERS WITHIN THE BOUNDARIES OF THE
TOWN OF NORWOOD*

\$28.00 for 1st 1000 gallons,
\$3.50 per each 1000 gallons thereafter
\$6.00 "Right to Serve Fee" per meter.

RURAL CUSTOMERS:

\$28.00 for 1st 1000 gallons,
\$4.00 per 1000 gallons for the next 6000 gallons,
\$4.50 per 1000 gallons thereafter
\$6.00 "Right to Serve Fee" per meter

APPENDIX C

NORWOOD WATER COMMISSION MATERIAL AND INSTALLATION SPECIFICATIONS

The materials and installation specifications of the Norwood Water Commission, shall be that certain document entitled "Plans and Specification Improvements to Water Collection and Distribution System, Town of Norwood Water Commission, Norwood, Colorado," as they may be amended from time to time. ("Commission Specifications"), are incorporated herein by reference. The following is a summary of the referenced document:

1. All Commission main and distribution lines and appurtenances shall be owned by the Commission and shall be installed to the Commission Specifications at the Developers expense. All materials proposed to be used by a customer shall have the prior written approval by the Commission if different from those in the Commission Specifications.

Any deviations from these materials and installations specifications **must** be approved in advance and in writing by the Water Commission and the Commission's engineer.
2. The Customer shall reimburse the Commission for the service of an Inspector. The Commission shall be given **48**-hours notice prior to any construction.
3. All construction shall conform to 24" x 36" construction drawings submitted to and approved by the Commission prior to any construction. When a main or distribution line is located within the road right-of-way, it shall be constructed parallel to and five feet off the property line. When located in other easements, the location shall be designated by the Commission. The Developer shall perform all clearing and grading to provide for this alignment.
4. All work shall be done in accordance with good construction practice. Water line installations shall comply with all applicable local, state and federal regulations. The developer shall warrant and repair all defects in the pipeline for **1 year** after acceptance by the Commission.
5. All contracts for service and plans and specifications by the Customer shall be reviewed and approved by the Commission prior to the start of construction. Water services and road crossings shall not be installed until all other utilities are in place.
6. In new subdivisions or along new roadways the rough grading of the right-of-way shall be completed and approved by the respective County prior to any pipeline construction. Survey pins for the right-of-way shall be in place by a licensed surveyor.
7. If the developer does not have sufficient equipment, labor and materials to properly construct a quality pipeline, work shall be discontinued until the developer remedies the deficiencies.
8. **Road Crossings.**
 - (a) Road crossings by main lines shall be HDPE-DR11 continuous seamless pipe or C-900 pvc pipe with joint restraints from right-of-way line to right-of-way line and encasing pipe shall extend to within 4 feet of right-line on both sides.

- (b) Single service road crossings shall be a minimum of 1" inch polyethylene 200 p.s.i. encased the full width point within 4' feet of the right-of-way line in a 4" inch pipe. These service crossings shall be connected to the mainline through a 1" inch corporation stop with flare and 1" inch i.p.s. female thread brass tapping saddle (see "Construction Specifications" for more detail).
 - (c) Any main line canal and miscellaneous crossings requiring encasing shall be constructed of C-900 pvc, HDPE pipe or other seamless material approved by NWC with joint restraints minimum of 10' feet beyond the end of the casing.
9. Pipe shall be PVC 1120 conforming to ASTM 2241. Sizes 3/4" inch through 1" inch shall be minimum of polyethylene 200 p.s.i. Sizes 1 1/2" inch and larger shall be a minimum of class 200 i.p.s. and have "O" ring joints. Pipe of higher class may be required when conditions dictate the need.
 10. Class pipe shall have ring-tite type joints. Polyethylene and copper pipe shall have flare fittings or approved compression fittings.
 11. All bends, tees and fittings shall have concrete thrust blocks and joint restraints as recommended by the manufacturers. All metal components shall be wrapped with 2 layers of 4 mil. plastic sheeting and attached to the pipeline.
 12. Valves shall meet AWWA specifications, have ring-tite ends, non-rising stem, and 2-inch square wrench nut. Stem shall have an "O" ring seal and have a resilient wedge. All valves shall be epoxy coated inside and out. All valves and metal fittings shall be wrapped in plastic of 4 mil. minimum thickness that there is no direct contact with the soil. All bolts on valves and fittings shall be stainless steel or coreblue.
 13. Valve boxes shall be cast iron, 2 piece, 5 1/4" shaft, slip type, Tyler pipe 6855 series.
 14. Trench excavation shall be straight along the designed alignment and provide for **54** inches of cover over a main line and **48"** inches of cover over a service line. 6" inch wide bury warning tape shall be installed directly over the pipe 12" inches below the surface of the ground and tracer wire will be buried with the service line from curb stop to residence. The pipe shall normally be installed 5' feet from the property line in the road right-of-way.
 15. When sharing a trench or otherwise, the separation from any other utility or service will at a minimum follow CDPHE requirements. The pipeline shall have separation of a least 5' from any other utility or service unless approved. If sewer crosses above the water line, encasement shall be required.
 16. Place pipe with 4'6" bury placed on 1/4' chip material Bedding shall at minimum encase 6" all around pipe. Compaction shall be in a manner as to allow material to surround the pipe entirely. The customer must place locating wire with bury tape 1 foot above main line and distribution lines.
- **17. The pipeline shall be disinfected with a chlorine solution having a residual of 50 PPM and pressure tested for 24 hours prior to flushing and being put into service. The pressure test should have maximum differential pressure after 24 hours of 2% before acceptance of the Commission.
18. The tie-in to the Commission's system shall be done by the Commission at the developer's

expense. This normally requires three valves and a tee. Commission may elect to have tie-in done by an approved contractor and inspect the work.

19. Fire hydrants shall have a minimum of 4 1/2 feet of bury and shall be equipped with core blue or stainless steel bolts when bolts are underground. Fire hydrants shall be installed and thrust and shall be of uniform specifications to the rest of the system unless approved in writing by the Public Works Director. Each fire hydrant shall be equipped with security locks.
20. Flushing hydrants shall be a Mainguard Model #77 or like specification.
21. Airvacs shall be a Val-Matic Model #22 or like specification.
22. Airvacs shall be placed in a 5 foot diameter manhole with accessible manhole and cover.

MAIN LINE MATERIALS

1. Pipeline, 6" thru 12": PVC pressure rated pipe 900 psi, ASTM D-2241 SDR 26 (JM or Certain-Teed) or like. Warning tape must be buried 12" below the surface and tracer wire must be installed with the main line.
2. Gate Valve, 6" thru 12"; resilient wedge-type, MJxMJ, Mueller A-2360 or like.
3. Valve Box, for 6" thru 12" valves; cast iron, 2 piece, 5 1/4" shaft, slip type, Tyler Pipe 6855 Series or like.
4. Pipe Fittings, 3" thru 24": Ductile Iron, M.J., SSB, Cl. 350.
5. Air Vac, Combination air and Vacuum valve with service shut off valve, Model 201C Val-Matic or like.

SERVICE LINE MATERIALS

1. Pipeline, 3/4" thru 1": Polyethylene, 200 p.s.i., SDR-9, white color, meets ASTM D-2239, premium grade, NSF listed, Pure Core PE3408 or Copper, type K. The service line must be a continuous and free of connections from curb stop to residence whenever possible. Any deviations of approved materials must be approved by the Norwood Water Commission.
2. Tapping Saddle for tap sizes 3/4" thru 2", brass, fits i.p.s. pvc pipe, Power Seal, Twin Seal, Style 3401 or like.
3. Corporation Stop 3/4" thru 2", brass, fits i.p.s. pvc pipe, Power Seal, Twin Seal, Style 3401 or like.
4. Curb Stop 3/4" Compression by Compression H-15209 McDonald or equivalent.
5. Compression or Flare Connection for polyethylene and copper pipe, Mueller 110 or like.
6. Pipeline 1 1/2" and larger, pvc pressure rated pipe 200 p.s.i., ASTM D-2241 SDR.JM, Certain-Teed or like.

METER INSTALLATIONS

- 1. Meter, 5/8" x 3/4", 3/4", 1", 1 1/2" and 2" Neptune T-10 E-Coder/E-Coder R900i.
- 2. Neptune R900 Wall or Pit Meter Interface Unit (MIU) radio read system.

APPROVED BACK FLOW PREVENTORS

- 1. Low Hazard
 - a) Watts Series 7 Residential Dual Check Valve.
 - b) Zurn/Wilkens model 700 or 705 Duel Check valve.
- 2. Medium Hazard
 - a) Zurn/Wilkens model 950 XL Double Check
 - b) Watts Series 007 Double check
- 3. High Hazard
 - a) Watts Series 009 RPZ Backflow Preventer
 - b) Zurn/Wilkins Model 975XL RPZ Backflow Preventer
 - c) Watts Series 909 RPZ Backflow Preventer

MISCELLANEOUS FITTINGS

- 1. Flushing Hydrant, Kupferle Main Guard, 2" Locking Hydrant.

All substituted materials must be interchangeable with existing system and all manufactures information must be submitted with all pre-construction permits required by the Norwood Water Commission.

Hydrants of like specifications are acceptable but require (1) One repair kit with each hydrant installed plus repair manuals and all necessary tools.

Stop and Waste Valves and Frost Free Hydrants are prohibited within our water system.

Acknowledged:

Developer

Contractor

Date

NORWOOD WATER COMMISSION
P.O. Box 528, Norwood, CO 81423
(970) 327-4288

APPLICATION FOR BILLING TRANSFER-UPON SALE OF PROPERTY

PROCEDURE: A property owner or current Customer desiring to have another party receive water service bills after the sale of property shall submit a completed Application for Billing Transfer; pay a Billing Transfer Service Charge of \$100 to the "Norwood Water Commission"; and submit a new contract for water service in a form provided by the Water Commission.

DATE _____ ACCOUNT # _____ ACCOUNT TRANSFER FEE PAID \$_____

SERVICE ADDRESS: _____

SELLER) CURRENT OWNER/CUSTOMER'S NAME: _____

BILLING ADDRESS: _____

(BUYER) CUSTOMER'S NAME: _____

BILLING ADDRESS: _____

PHONE: _____

Meter # _____ Current Meter Status: _____
ON OFF

METER READING _____ READING DATE _____ RECEIPT # _____

*The Account Transfer Fee is a one-time charge for reading the meter and changing the Commission's records.

Charges as Statutory Lien. Until paid, all Commission fees, interest, and penalties constitute a perpetual lien against the property served. The lien may be foreclosed in the manner provided by Colorado law or pursuant to § 31-20-105, C.R.S., the Commission may elect to certify to the county treasurer for collection of any delinquent water service charges, to be collected by the county treasurer and paid over to the Commission in the same manner as for the collection of real property taxes pursuant to Title 31 of the Colorado Revised Statutes.

RULES & REGULATIONS OF THE NORWOOD WATER COMMISSION: All Applicants for water service are deemed to have read the Commission's Rules and Regulations prior to applying for service.

By signing the Application, the new Customer agrees to all of the Rules and Regulations of the Water Commission as the same are amended from time to time. The Rules are incorporated by reference in this Application.

ACKNOWLEDGED:

NEW CUSTOMER/BUYER:

Date: _____

PROPERTY OWNER/SELLER:

Date: _____

NORWOOD WATER COMMISSION
P.O. Box 528, Norwood, CO 81423
(970) 327-4288
(970) 327-0451 FAX

APPLICATION FOR NEW WATER SERVICE

I. PROCEDURES

- A. Submit a completed Application for New Water Service, vicinity map of tap location, Proof of ownership, and a \$50 non-refundable Application Fee payable to "Norwood Water Commission."
- B. The Public Works Director will review each new water service request. If the Director has technical concerns about the feasibility of service, he will request the Customer to submit an Engineering Feasibility Study together with a \$500 Deposit for Engineering Review.
- C. Upon Commission determination that the requested service is feasible, a Customer shall submit a Water Service Contract, in a form provided by the Water Commission and pay the applicable Plant Investment Fee. The Plant Investment Fee does not include the cost of materials or installation of meter(s) or Service Line(s). The applicant has 30 days after date of approval to purchase the water tap.

DATE _____ APPLICATION FEE PAID \$ _____

OWNER/APPLICANT'S NAME _____ PHONE # _____

PARTY TO EXECUTE WATER SERVICE CONTRACT: _____

WATER SERVICE ADDRESS: _____

(Attach vicinity locator map 8.5"X11") Project Location.

BILLING ADDRESS: _____

DESCRIBE THE TYPE OF SERVICE REQUESTED, INCLUDE: NUMBER OF BUILDINGS; SIZE OF EACH BUILDING, USE OF EACH BUILDING; IF A MOTEL OR HOTEL, NUMBER OF ROOMS; NUMBER OF BATHROOMS AND THEIR FIXTURES; TYPE OF AND NUMBER OF LAUNDRY FACILITIES; AND TYPE OF AND NUMBER OF OTHER WATER FIXTURES. (IF MORE ROOM IS NEEDED TO DESCRIBE THE PROPERTY, PLEASE USE REVERSE SIDE.)

NUMBER OF RESIDENCES TO BE SERVED? _____

PROPERTY LIEN: In the event any user of Commission water service fails to pay the rates, fees, and/or other charges fixed by the Commission for the Connection to the facilities of the Commission, such rates, fees and/or charges may be certified by the Secretary of the Commission to the County to become a lien upon the real property served, and may be collected as if they were part of the taxes upon said real property.

All Applicants for water service are deemed to have read the Commission's Rules and Regulations prior to applying for service. By applying for Commission water service, Customers agree to the terms and conditions contained therein, which are incorporated by reference in this Application.

The facts stated in this Application are accurate to the best of my knowledge.

By: _____
Property Owner/Applicant

Date _____

NORWOOD WATER COMMISSION
P.O. Box 528, Norwood, CO 81423
(970) 327-4288
(970) 327-0451 FAX

APPLICATION FOR WATER SERVICE EXTENSION

I. PROCEDURE

A. Customer shall submit a completed Application for Water Service, together with an engineering feasibility study, a \$50 Application Fee payable to the "Norwood Water Commission," and a \$500 Deposit for Engineer's Review.

B. The Applicant is responsible for reimbursing the Water Commission for the Actual Cost of review of the Feasibility Study by the Commission's engineer. If the cost is less than the \$500, any balance of the Deposit for Engineer's Review shall be refunded to the Applicant. If the cost is more than \$500 deposit, the Deposit will be applied against the cost of engineering review and the Applicant shall be responsible for the additional cost.

C. As soon as possible, the Commission's engineer and the Public Works Director will complete a review of the proposed water line extension and make a determination of service feasibility consistent with the Water Commission's Rules and Regulations.

D. Upon a determination that the requested service is feasible, a Customer shall submit a Water Service Contract, in a form provided by the Water Commission and pay the applicable Plant Investment Fee(s).

E. The Plant Investment Fee does not include the cost of the acquisition of easement(s), materials or the installation of water main(s), distribution line(s), meter(s), Service Line(s) or first year's maintenance of main and/or distribution line(s). In addition, looping of lines may be required at Developer's expense.

DATE _____ APPLICATION FEE PAID \$ _____

DEPOSIT FOR ENGINEER'S REVIEW \$ _____

OWNER/APPLICANT'S NAME _____ PHONE # _____

PROJECT LOCATION _____

(attach vicinity locator map 8.5" by 11")

BILLING ADDRESS _____

ENGINEERING FEASIBILITY STUDY (MANDATORY) ATTACHED?

DESCRIPTION OF PROJECT: Describe the Property including number of buildings; size of each building; if a motel or hotel, number of rooms; number of bathrooms and their fixtures; type of and number of laundry facilities; and type of and number of other water features (If more room is needed to describe the Property, please use reverse side or attach additional sheets):

PROPERTY LIEN: In the event a Customer applying for water service pursuant to this application fails to pay the rates, fees, and/or other charges fixed by the Board of the Water Commission for the Connection to and use of the facilities of the Commission, such rates, fees and/or charges due may be certified by the Secretary of the Commission to the County and shall become a lien upon the real property served, and collected as if they were part of the taxes upon said real property.

RULES & REGULATIONS OF THE NORWOOD WATER COMMISSION: All Applicants for water service are deemed to have read the Commission's Rules and Regulations prior to applying for service. By applying for Commission water service, Customers agree to the terms and conditions contained therein, which are incorporated by reference in this Application.

The facts stated herein are accurate to the best of my knowledge.

PROPERTY OWNER/APPLICANT

DATE

NORWOOD WATER COMMISSION
CONTRACT FOR WATER SERVICE

This Contract, effective this _____ of _____, _____, between the **NORWOOD WATER COMMISSION** ("Commission") and _____ ("Customer(s)").

ARTICLE I. Water Service

1.1 Customer represents that Customer is the owner of the property described in Exhibit "A" attached hereto and made a part of hereof (the "Property").

1.2 Customer hereby requests Norwood Water Commission to furnish water for _____ residential, or _____ non-residential purposes to the Property.

1.3 Description of the Property including number of buildings; size of each building; if a motel or hotel, number of rooms; number of bathrooms and their fixtures; type of and number of laundry facilities; and type of and number of other water features. (If more room is needed to describe the Property, please use reverse side.)

Under the Rules and Regulations of the Norwood Water Commission (the "Rules") the Property consists of _____ commercial/non-residential and _____ residential units as of the effective date of this Contract.

1.4 In consideration of the Commission's furnishing water service pursuant to the Rules, Customer agrees to pay Commission's plant investment fee of \$_____ for each residential unit, or a plant investment of \$_____ for each non-residential unit.

1.5 In the event the number of residential or commercial units on the Property is increased, Customer shall notify Norwood Water Commission in writing of said increase and, in accordance with the then existing Rules and Regulations of Norwood Water Commission, pay any additional Plant Investment Fees owed.

1.6 In the event the use of the Property changes, the Customer shall owe the Commission the difference between the Plant Investment Fees paid for the old use and the Plant Investment Fees for the new use in accordance with the Rules then existing.

Contract Revision Date: October 1997.

1.7 All Plant Investment Fees for the use of the Property described above are due upon execution of this Contract.

ARTICLE II. Distribution Lines and Fire Hydrants

2.1 Customer agrees to install to Commission Specifications (incorporated herein by reference) and pay for the Commission Facilities, including but not limited to water meter, curb stops, valves, main lines, distribution lines, fire hydrant and other equipment required to serve the Property (the "Equipment"), including testing and sterilization of the Equipment.

2.2 The Equipment shall become the property of Norwood Water Commission. Upon Commission acceptance of the Equipment, Customer shall maintain any line extension for one year after its acceptance by the Commission.

2.3 Customer agrees to grant to the Commission any rights-of-way across the Property needed for the installation and maintenance for the Equipment.

THE COMMISSION DOES NOT GUARANTEE THE AVAILABILITY OF SUFFICIENT WATER OR WATER PRESSURE AT FIRE HYDRANT LOCATIONS. TO THE EXTENT ALLOWED BY LAW, THE COMMISSION SHALL NOT BE LIABLE FOR FIRE DAMAGE RELATED TO INADEQUATE FIRE FIGHTING FLOWS.

ARTICLE III. Service Lines

3.1 Customer shall install to Commission Specifications, maintain, and own his own Service Line. Customer shall install the Service Line in compliance with Commission Specifications and all local, state and federal health laws, including plumbing and other codes.

Customer shall have three (3) working days following receipt of notice from the Commission to bring his Service Line into compliance. If Customer does not comply within this period, the Commission may discontinue Customer's water service or schedule the repair and invoice the customer.

3.2 The Commission shall inspect Service Lines at any reasonable time and to require corrections where necessary. The Commission, however, assumes no responsibility for the inspection of the Service Lines.

3.3 Each Customer is responsible for maintaining the entire length of Customer's Service Line. Customers shall promptly repair all leaks or breaks in the Service Line. If the Commission is notified of a break or leak in a service line it shall notify Customer. Customer shall have three (3) working days following receipt of notice from NWC to bring his service line into compliance with the laws and codes. If Customer does not comply within this period, the Commission may discontinue Customer's water service or schedule the repair and invoice the customer.

ARTICLE IV. Charges

4.1 Customer shall pay for Commission water at the applicable monthly water rate. The water rate schedule may be amended by the Commission from time to time in the best interest of the Commission. The current water rate schedule is set forth in Appendix "A" of the Rules.

ARTICLE V. Discontinuance of Water Service

5.1 Pursuant to Paragraph 7.34 herein, Customer may request a termination of water service to the Property. After such a request, the Commission's fees, as set forth in the then existing Rules, shall be charged for again furnishing of water service to the property.

5.2 Water bills not paid within 30 days from the date of the Commission's statement are delinquent. Delinquent bills shall bear interest at the rate of one percent (1%) per month on the unpaid balance.

5.3 If a bill is not paid within 60 days of statement billing, the Commission may shut-off service by mailing notice to the Customer at Customer's billing address, advising the Customer of the overdue bill and informing the Customer that:

- 1) if the Customer disputes the accuracy of the bill, the Customer must request in writing a hearing with the Commission, which shall be mailed or delivered to the Commission no later than fifteen (15) days after the statement date.
- 2) if the Customer fails to make a written request for a hearing concerning a disputed account and fails to pay the full amount of the billing within thirty (30) days after the statement date, the Customer's service will be discontinued.
- 3) If service is discontinued, service will not resumed until the full amount due the Commission plus a charge for the reconnection of service has been paid, as set forth in the Commission's Rules.

ARTICLE VI. Non-liability

6.1 To the extent permitted by the laws of the State of Colorado, the Commission shall not be liable for damage to property or injury to persons arising from the good faith performance of its responsibilities, interruptions in service or conditions resulting therefrom, for events beyond the reasonable control of the Commission.

ARTICLE VII. Additional Customer's Responsibilities

7.1 Customer shall permit duly authorized employees of the Commission, bearing proper credentials and identification, to enter the Property for the purpose of inspection, observation, measurement, sampling and testing, or any other necessary and authorized purpose, in accordance with the provision of the Rules.

7.2 The Customer shall notify the Commission upon change in ownership of the Property or change in the party to be billed for water service to the Property. The billing transfer shall be completed, pursuant to the Rules, upon submission of an application and payment of required fees.

7.3 Any Customer wishing to terminate Commission water service shall notify the water clerk in writing ten (10) days prior to the date of termination. Unless the Commission receives this notification, Customer remains liable for the cost of Commission water service.

7.4 Customer shall be responsible for all damage to equipment.

7.5 If the Customer has a boiler and/or other appliances on the property dependent upon pressure, water in pipes or a continuous supply of water, Customer shall provide at his own expense suitable safety devices to protect himself and the property against stoppage of water supply, loss of pressure, or excess pressure. If this is the case, Customer shall install a pressure reducing valve and/or airvac valves. The Commission is not liable for damages to plumbing or other facilities of Customer caused by excess or decreased water pressure.

7.6 If a tenant of the Property fails to pay any Commission fees or charges, Customer/tenant shall be jointly liable for the payment. The Commission assumes no responsibility for any agreement between Customer and tenant regardless of notification of such agreement to the Commission.

7.7 Until paid, all Commission fees, penalties and charges constitute a perpetual lien on and against the Property. Until paid, all Commission fees, interest, and penalties constitute a perpetual lien against the property served. The lien may be foreclosed in the manner provided by Colorado law, or pursuant to § 31-20-105, C.R.S., the Commission may elect to certify to the county treasurer for collection of any delinquent water service charges, to be collected by the county treasurer and paid over to the Commission in the same manner as for the collection of real property taxes pursuant to Title 31 of the Colorado Revised Statutes .

7.8 The right to use Commission water shall be forfeited by nonpayment of any lawful charges, assessments or installments, or for failure to comply with any order, contract or agreement for the use of Commission water.

7.9 Customer agrees to abide by the Rules, as the same, from time to time, may be adopted or amended, all lawful policies or decisions of the Commission, as contained or evidenced in the minutes of the Board. In the event of a conflict between this Contract and any provision of the Rules, the provision in the Rules prevails.

7.10 Additional Customer responsibilities are set forth in Exhibit "B" attached hereto and made a part hereof.

ARTICLE VIII. Enforcement Expenses

The Customer agrees to pay any collection expenses, court expenses or reasonable legal fees incurred by the Commission in enforcing the terms and conditions of this Contract and the Rules.

ARTICLE IX. Binding Effect

This Contract shall extend to and be binding upon the successors and assigns of the Commission, the successors and assigns of the Customer in ownership of the Property, and those successors and assigns of the Customer to be billed for Commission water service to the Property. The parties specifically agree that the obligation of the Commission to supply water under this Contract is only to the Property described in Exhibit "A".

The parties specifically agree that the obligation of the Commission to supply water under this Contract is only to the Property.

NORWOOD WATER COMMISSION

Date: _____
Chairperson

ATTEST:

Secretary
(SEAL)

The undersigned declares that all information supplied to the Commission is true and correct.

CUSTOMER(S):

Date: _____

Name and Address of Customer(s): _____

Name and Address for Water Service Billing: _____

EXHIBIT "A-1"

Legal Description of Property to be Served

(Describe property below or on an additional page
to be attached herein and made a part hereof.)

Notice of Conditions for Water Service
from the Norwood Water Commission (the "Commission")
Cistern Addendum

The Commission has agreed to provide water service to the Property described (below)/(in Exhibit "A" attached hereto and made a part hereof) pursuant to terms and conditions in the Commission Rules and Regulations and an unrecorded contract between the Commission and _____ dated _____, 2_____. Among those terms and conditions is the requirement that the Customer's _____ Commission water service be solely from a Commission approved cistern on the property and not directly from the Commission's lines.

Date: _____
_____ Norwood Water Commission

Property Description: