

Prairie View Ranch Water District LLC 2015-2016

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RULES and REGULATIONS FOR WATER SERVICE

This is provided to customers in our Service Area as an informative guide of policies and procedures relating to water service. These Rules & Regulations are subject to periodic revisions.

SECTION "A" – GOALS & OBJECTIVES

The overall objective of the District is to make available the highest quality water at the lowest possible cost. Prairie View Ranch Water District provides customers with high quality:

- water treatment, storage, and delivery
- meter reading and maintenance
- infrastructure expansion and upgrades
- water quality testing and compliance
- environmental compliance
- system monitoring and maintenance
- customer services
- technical services
- service information updates

SECTION "B" - DEFINITION OF TERMS & GENERAL RULES

Unless the context specifically indicates otherwise, the following terms shall, for the purposes of these rules and regulations, have the following meanings:

- (a) District: Prairie View Ranch Water District
- (b) Manager: General Manager of the Prairie View Ranch Water District, or the person authorized by the Manager, or the Board, to act for the General Manager
- (c) Board: Board of Directors of the Prairie View Ranch Water District
- (d) Consumer: Any person, association, corporation or governmental agency supplied or entitled to be supplied with water service for compensation by the District
- (e) Applicant: Any person or entity applying to the District for water service.
- (f) "Water Service Line" shall mean water line constructed from the District's transmission or main line to the meter outlet.
- (g) "Consumer Service Line" shall mean water line constructed by the customer from meter outlet to customer's location.
- (h) "Shall" is mandatory: "may" is permissive.
- (i) Each person that uses this service shall have an account number with his name and address on the bill or notice. The account number should be used at all times for any communication with the District office.
- (j) All excavations for water consumer line installation shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, lines, or other public or private property disturbed shall be repaired & returned to their original condition within the shortest time possible and any costs of repair or interruption paid for immediately by the lot owner.

(k) No water taps shall be sold or transferred without prior written consent of the District.

(l) No water shall be piped or transported from one dwelling to another dwelling, or from one (1) legal description of real property to another, without the District's permission

(m) There shall be no privately-owned lines laid in the same trench with District owned lines.

(n) The customer shall have no cross connection to any other water supply.

(o) All joints and connections of the Consumer's Service Line shall be water tight.

SECTION "C" – WATER SERVICE

The District will use its best efforts to supply water dependably and safely in adequate quantities and pressures to meet the reasonable needs and requirements of Consumers. The District will endeavor to provide water that is wholesome, potable, in no way harmful or dangerous to health and, insofar as practicable, free from objectionable odors, taste, color and turbidity.

WATER

Each of the 85 lot owners in Prairie View Ranch PUD shall have the right to purchase a ¾ inch water tap (**Plant Investment Fee**) for their lot from the Prairie View Ranch Water District at the time the lot is purchased. The price of the tap is subject to change and may or may not have been included with the price of the lot. All taps are attached to the lot to which they were originally purchased and may not be sold separately or transferred without the approval of Prairie View Ranch Water District.

Application for Service

The application is merely a written request for service and does not bind the applicant to take service for a period of time longer than that upon which the minimum charge is based; neither does it bind the District to serve, except under reasonable conditions and upon the approval of the Manager. Each applicant for service is required to sign, on a form prescribed by the District, an application providing sufficient information as the District may reasonably require for the above stated purpose and to enable the District to determine the credit worthiness of the applicant. A **security deposit** may be required if the applicants credit history deems it necessary. Applications for service to any property will be granted only if all assessments, fees, charges, delinquent water bills, and penalties due and charged to or against said property have been fully paid.

Applications for residential water service to rental property require service to be provided on account of the property owner or, alternatively, upon co-application by both the property owner and the tenant. The District will hold the property owner ultimately responsible for payment. [Note: Property owners may prevent discontinuation of service following the termination of service by a tenant by contacting the District office regarding The Policy for New Service to Rental Properties and the Agreement with Property Owners for Continuation of Service to Residential Rental Properties.] Proof of ownership must be submitted at the time of application and would include, but not be limited to, a copy of the deed to the premises, a title insurance policy, a current property tax bill or the escrow closing statement. In addition, the District requires proper identification of all applicants (the owner's driver's license will need to be seen or if proof

of ownership is submitted by the tenant, a copy of the owner's driver's license must be submitted for signature verification).

After the contract for a new tap is signed and the money for the application fee, is received, the **maximum time of the waiver for minimum water payment shall be one month or until the water is turned on, which ever is first.**

All customer construction is subject to inspection by the District after pipeline installation and before backfill. The customer shall notify the District not less than 24 hours in advance when inspections are needed.

Ownership of Facilities on Consumer's Premises

The service lateral, meter, and meter box furnished at the Consumer's expense and located wholly or partially upon a Consumer's premises are the property of the District. The District shall at all reasonable hours have access to meters, service connections and other property owned by it which may be located on Consumer's premises for purposes of installation, maintenance, operation or removal of the property. If the Consumer, new applicant or developer is found to be responsible for any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current Consumer or property owner.

Water Treatment Equipment

All homes within Prairie View Ranch PUD will be required to install and maintain in good working order, the water softener, and R/O unit provided by the "District". This equipment shall remain the property of the "District" but the homeowner is responsible for maintaining and keeping the water treatment equipment in a functional and operating condition at all times, including making sure that the salt supply is replenished when needed. The cost of replacement salt, filters, repairs, maintenance, labor, and equipment replacement will be paid by each individual lot/homeowner. All replacement parts and equipment shall conform to the requirements of Prairie View Ranch WD. A keyed, frost free hydrant will be installed on the treated water line emerging from the water treatment equipment and vented to the outside of the house so that "District" personnel can obtain water samples for water quality checks without having to enter the house.

Each lot/homeowner and/or their assigns will grant a permanent right of ingress/egress to Prairie View Ranch W.D., its employees, and/or assigns for the purpose of water sampling, inspection, service, and repair of water treatment equipment located on or within their boundaries.

Fire Hydrants

Fire hydrants connected to District mains are for use by the District and by the Wiggins Voluntary Fire Department. Other parties desiring to use water from fire hydrants for any purpose must obtain written permission from the Manager and from the appropriate fire protection agency prior to use, and shall operate the hydrant according to the instructions issued by the Manager. Unauthorized use will be subject to penalty and will be prosecuted according to law. In addition, when any person, company, or agencies determined to be the

responsible party that has caused damage of a fire hydrant or blow off, the District may charge that party with all costs necessary to repair the damages and the cost of water loss.

SECTION "D" - RATES & CHARGES

APPLICATION FEE \$250
PLANT INVESTMENT FEE \$18,500
 (Includes water tap, softener & R/O unit)
 (Installation not included)

Rates and charges for water consumption, as specified under various classifications of service and other miscellaneous charges, are set by the Board from time to time. Plant Investment fees are divided 1/3 to Prairie View Ranch Water District and 2/3 to G&P Enterprises to compensate for land, water rights, equipment, and professional services required to gain approval by the State of Colorado to change the 2 water well's usage from agricultural usage to domestic usage.

RETAIL RATES

Retail charges consist of a minimum monthly charge and a commodity rate charge.. Any water consumption over and above the monthly minimum is charged at the commodity rate. The following water rates were adopted by the Board and became effective January 1, 2013:

Tap Size	Minimum Monthly Pumping Plant FEE	Volume of water that may be used Per month for Min. Pumping Plant Charge
3/4	\$45	8,000 gal.

The commodity rate for water consumption over the monthly minimum is \$5per thousand gallons for the first 2,000 gallons over the minimum and \$7 per thousand gallons for all amounts over that.

Conservation efforts mean lower usage and lower usage is rewarded with lower rates.

MISCELLANEOUS CHARGES

In order to recover the cost associated with after hours service calls, late payments, disconnections, reconnections, and other damages sustained by the District, the specified items listed below are charged to Consumers.

Application / Administration Fee: A \$250 Application / Administration fee is required each time a lot within Prairie View Ranch Water District is transferred, sold or conveyed. The new owner / owners will be responsible for filling out a new application for service along with the \$250 payment before water service will be provided to the property.

Shutoff Fee: The District may disconnect a Consumer's service for various reasons including, but not limited to, (a) nonpayment of bills, (b) failure to comply with rules and (c) fraudulent use of service. Such involuntary disconnections are subject to a \$30 Shut-off Fee.

Emergency Service Call Fee: Service calls made on weekdays after regular working hours (8am-5pm), on Saturdays, Sundays, or holidays are subject to a \$50 fee.

48-Hour Disconnection Notice (door tag) Charge: Prior to actual disconnection of service by the District for reasons as stated in the Shutoff Fee section above, the District will make a reasonable, good-faith effort to contact an adult at the premises by issuing a 48-Hour Disconnection Notice (door

tag) which will be left at the premises. A processing fee of \$15.00 will be charged to the account.

Returned Check Charge: When a Consumer's check is returned as non-negotiable for any reason the District will consider the account not paid. A return check charge of \$10.00 will be assessed. A 48-Hour Disconnection Notice will be issued (\$15 charge applies, see above). All amounts paid to redeem a returned check and charges must be cash or certified funds. Water service will be disconnected if the amount of the returned check and all applicable fees are not paid within the 48-hour period. Upon shutoff of water service for a returned check, a Shutoff Fee will be charged to the account as per above.

Pulled Meter Charge: If a Consumer's service has been disconnected and the meter has been "pulled" or removed from the premises, then the Consumer shall pay a pulled meter charge of \$50.00 along with any other charges before the service and meter can be reconnected.

Meter Test Charge: Any Consumer may request that his/her meter be examined and tested to see if it is correctly recording water delivered through it. If the meter is found to be registering within 5% accuracy, the Consumer shall pay the cost of such test, \$15.00 per test, to the District. Said request shall be made on a form furnished by the District and signed by the Consumer.

Unauthorized Water Use: Any person or entity found taking water from or through any of the District's facilities without District authorization will be assessed a \$1,000 fine payable to the District.

Waste of Water: In order to protect itself and its Consumers against willful or negligent waste or misuse of water, the District has adopted a policy regarding water waste. A Disconnection Charge of \$1000.00 for Waste or Misuse of Water may be assessed to the Consumer for violating this policy.

Late Charges: A Delinquent Final Notice will include a late charge of 5% of the balance due or \$5.00 – whichever is greater.

Turn-on/off Fee: If a customer requests that a service be turned on after paying all applicable fees and charges and a District representative turns the water service on and water is found to be running, or when a customer requests that water be turned off due to the customer working on plumbing, the customer shall then be required to pay a \$10.00 fee.

SECTION "E" – BILLING & PAYMENT

Rendering of Bills: Bills for water service and/or installment purchase payments will be rendered on a monthly basis and are due and payable upon presentation. Bills become delinquent 25 days from date of the invoice. It is the Consumer's responsibility to assure that payments are received at the District's office in a timely manner. If payment for a billing period is not made on or before the 25th day after Date of Bill, a Delinquent Final Notice will be mailed to the Consumer at least 15 days prior to disconnection of service. The Notice will include a late charge of 5% of the balance due or \$5.00 whichever is greater.

After Hours Depository: An after hours depository is provided for your convenience in the front of the District's office building.

Delinquent Accounts: Water service charges, monthly installment purchase payments, and late charges must be paid on or prior to 4:30 pm on the Turn Off Date specified in the Delinquent Final Notice. At least 48 hours prior to actual termination as set forth in the Delinquent Final Notice, the District shall leave a 48-hour Disconnect Notice at or near the entrance to the premises. A service may be disconnected for non-payment of periodic bills. Such involuntary disconnections are effected by turning off and locking the meter, thereby stopping the water service.

Abandonment: If the minimum pumping plant fee or plant investment purchase payments are not paid for a period of 6 months or longer, they will be considered abandoned. Before water service to a property will be resumed, all outstanding bills to the water district must be paid in full and the lot owner will be required to purchase a new plant investment for the property at the current plant investment fee price.

Restoration of Service: The District will endeavor to make reconnections as soon as practicable; however, the District shall make the reconnection before the end of the *next regular working day* following the Consumer's request and payment of any applicable reconnection fees and other charges.

Amortization of Unpaid Balance for Medical Condition: Upon written confirmation of the doctor's certification of life threatening conditions, determination by the District of the Consumer's inability to pay and District approval of the Consumer's written request for a 12-month amortization payment plan, a written amortization plan will be entered into between the District and the Consumer. The Consumer will be charged an administrative fee and the plan shall include a charge for interest of 10% per annum or the maximum legal rate, whichever is lower, on the unpaid balance. The Consumer must comply with the plan and remain current as charges accrue in each subsequent billing period. The Consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of the plan will result in delivery of a 48-hour Disconnect Notice.

Disputed Bills: The Consumer has a right to initiate a complaint or request an investigation regarding the accuracy of water charges on any bill tendered by the District. Water service may not be terminated until the investigation is completed and the Consumer has been notified of the District's decision. Up to 5 calendar days prior to the Delinquent Date on the bill the Consumer can make such a complaint in writing and deliver it to the District at its office along with all evidence and data the Consumer wishes to be considered by the District. The Manager shall review the complaint and render a decision as to the accuracy of the water charges. If water charges are determined to be incorrect, a corrected invoice will be provided and the revised charges will be due within 10 calendar days after the date of invoice for revised charges. If the water charges are determined to be correct, the water charges are due and payable at the time the decision of the Manager is rendered.

SECTION "F" – WATER CONSERVATION

Each Consumer of the District is urged to install devices to reduce the quantity of water to flush toilets and to reduce the flow rate of showers. Each Consumer is further urged to adopt such other water usage and reuse practices and procedures as are feasible and reasonable. For tips and hints on how to avoid over-irrigation, detect leaks, economize water and reuse water or for landscaping ideas utilizing water tolerant plants and hardscape themes contact our Water Conservation Coordinator during regular business hours. Colorado law prohibits the waste and unreasonable use of water and requires that the District take all appropriate actions to prevent waste of this limited resource.