

# RIVERBEND WATER & SEWER COMPANY

## WATER & SEWER SERVICE POLICY, RULES, AND REGULATIONS

The following Policy, Rules, and Regulations are adopted by the Board of Directors of the Riverbend Water & Sewer Company effective as of April 18, 2002. This document supersedes and replaces all prior policy statements, rules and regulations of the Riverbend Water & Sewer Company (hereinafter the “Company”).

### 1. Definitions.

a. “Outside User” is the owner of property outside Riverbend P.U.D. Filing No. 1, Riverbend P.U.D. Filing No. 2, Riverbend P.U.D. Filing No. 5 or Riverbend Ranchettes all located in Garfield County, Colorado with water and/or sewer services provided by the Company.

b. “User” is the owner of property within Riverbend P.U.D. Filing No. 1, Riverbend P.U.D. Filing No. 2, Riverbend P.U.D. Filing No. 5 or Riverbend Ranchettes all located in Garfield County, Colorado with water and/or sewer services provided by the Company.

c. “Member” is a “User” who has accepted Membership in the Company and executed a service agreement with the Company. Members may have different rights and obligations than Users. “Outside Users” are specifically excluded from Membership in the Company.

d. “Residence” means the residential real property described in Paragraph b. above, and all permissible improvements thereon, owned by User or Member. “Residence” is limited to one single family dwelling per lot, or one half duplex per lot. Additional structures on the Residence may or may not receive services from the Company at the discretion of the Board of Directors.

e. “Point of Delivery” means the shut-off valve (curb stop) at or near the property line of the Residence or an adjoining utility easement, for water service lines; and the point of sewer service line connection to the 8” sewer mainline for wastewater.

f. “Water & Sewer Facilities” means all physical improvements and facilities reasonably necessary to provide domestic water supply, production, treatment, storage and distribution; and sanitary sewage collection and treatment to the Residence at the Point of Delivery and provide irrigation water to the Park/Open Space contained within Riverbend P.U.D. Filing No. 5. Water & Sewer Facilities are or will be owned, constructed, maintained, and operated by the Company. Water & Sewer Facilities include, but are not limited to, wells or other water source facilities, water treatment facilities, water storage facilities, pumps and pumping stations, major transmission lines, and wastewater treatment facilities.

g. "Service Line" means those pipes designed to transmit water to, or wastewater from, a single Residence from the point of delivery to and within the Residence. Service lines are owned and maintained and operated by the User from the point of delivery, to and within the Residence.

## **2. Delivery of Services.**

a. The Company shall provide to each Residence, by means of a single 1 or 3/4 inch service connection, at the Point of Delivery, an amount of water sufficient to serve the reasonable domestic and residential needs of the Residence; provided, however, that in no event shall the Company be obligated to provide water to the Residence for or to any use of the Residence or User or others located outside the boundaries of the Residence.

b. The Company shall provide to each Residence by the means of a single 3- or 4-inch service connection, at the Point of Delivery, wastewater collection sufficient to serve the reasonable domestic and residential needs of the Residence; provided, however, that in no event shall the Company be obligated to provide wastewater collection to the Residence for or to any use of the Residence or User or others located outside the boundaries of the Residence. The company is not obligated to provide wastewater collection to any Residence served by a septic system. Nor is the Company obligated to operate, maintain or repair any septic system within the Riverbend P.U.D. filings 1, 2, 5 and the Ranchettes.

c. Upon connecting the Residence to the Company's Water & Sewer Facilities, the User shall pay to the Company a monthly charge (hereinafter "Monthly Charge") in the amount determined by the Board of Directors of the Company. The Board of Directors may from time to time, at their discretion, review the Monthly Charge and see fit to decrease, increase or explain, for accounting or other purposes, the Monthly Charge. See Current Rates and Explanation of Payment sheet for current rates.

d. The Company may at any time, at the sole discretion of the Board of Directors, structure rates such that Users and Outside Users pay a different rate than Members for the same service.

## **3. Manner of Payment.**

a. On or before the last day of every month, the User shall pay, without prior demand therefore and without deduction or setoff, the Monthly Charge.

b. The Company will issue statements only to the User of each Residence. The Company will not issue statements to any lessee or renter of a Residence. Monthly statements are issued as a courtesy only and Users will be charged for monthly service regardless of whether or not a statement is received by User.

c. In the event User fails to remit the Monthly Charge, or fails to reimburse the Company in the manner and time period provided for herein, the Company, at its election, may, in addition to any other remedies provided for herein or by law:

c.i. assess a one-time Late Fee for each unpaid Monthly Charge; and/or

c.ii. recover interest at the rate of eighteen percent (18%) per annum, or the maximum legal interest rate if greater than eighteen percent (18%), on the unpaid and overdue balance; and/or

c.iii. curtail delivery of water under this Agreement if the overdue balance exceeds six (6) Monthly Charges, not including late fees or interest.

d. First, Second and Final Late notices will be issued to user using regular service, United States mail, postage prepaid, at the User's address.

e. Payments received will be applied to oldest balance due, first to outstanding principle, then to outstanding late fees, and then to accrued interest.

#### **4. Late notices and Termination of Services for non-payment.**

a. A first Late Notice will be sent to User when User's account is three months in arrears. A Second Late Notice will be sent to User when User's account is four months in arrears. A final Late Notice will be sent to User when User's account is five months in arrears. First, Second and Final Late Notices will be sent using regular service, United States Mail, postage prepaid.

b. The Final Late Notice will ask User to appear before the Board of Directors at its next regularly scheduled meeting to show cause why services should not be terminated. The Final Late Notice will state the date, time and place of the scheduled Board of Director's meeting as well as the balance due. At said Board of Director's meeting the User will be heard as to why payments have not been made on the account. By majority vote the Board of Directors may elect to:

1.i. Set up a payment schedule with User.

1.ii. Waive Late Fees.

1.iii. Take other action designed to settle the account and continue service to User.

1.iv. Terminate service.

c. Should the Board of Directors elect to terminate Services, User will be notified with a Notice of Termination. The Notice of Termination will state the date services are to be terminated, the conditions necessary for reconnection and the balance due. Scheduled Termination of Services may be cancelled by the Company, at its sole discretion, at any time.

**5. Facility Maintenance.**

Except as expressly provided to the contrary in this Policy, the Company agrees at its expense, to inspect, maintain, operate and improve the Water & Sewer Facilities owned by it in accordance with generally accepted engineering practices.

**6. Utility Line Locations.**

a. Upon request the Company will make a good-faith effort to accurately locate the Company's Water and Sewer Facilities using APWA color coding for underground utility lines.

b. Upon request the company may attempt to locate Service Lines. Said Service Lines are owned and maintained by the User and the Company can make no guarantee as to the accuracy of those locations.

**7. Notice of Policy.**

User shall notify and inform all existing and prospective lessees, purchasers, and lenders of the Residence, of the terms and conditions of the Policy.

**8. Duty of Care.**

a. The Company shall exercise reasonable care and good-faith efforts to provide domestic water treatment and distribution, and sanitary sewage collection and treatment to the Residence. The Company shall not be liable for any loss or damage, whether direct, indirect, or consequential, for the failure to supply water and wastewater services to the Residence.

b. The User shall exercise reasonable care and good-faith efforts to maintain open access to the Company's facilities where such facilities are located on the residence. This includes, but is not limited to, access to shut-off valves (curb stops) on water lines. The Company shall not be liable for any loss or damage whether direct, indirect, or consequential incurred by the owner when the company exercises its right to access facilities or improvements located on the residence.

c. The User shall exercise reasonable care and good-faith efforts to maintain water and sewer improvements owned by the User now or hereafter located on the Residence to minimize or eliminate unnecessary water loss from the water facilities and contain wastewater flows to within the wastewater collection facilities. Installation, maintenance, repair and replacement of such improvements are the sole responsibility of the User.

d. The User shall exercise reasonable care and good-faith efforts to protect from harm the Company's Water and Sewer Facilities by complying with the following requirements:

i. No Residence shall discharge toxic or hazardous substances other than that, which may be reasonably expected from a domestic residence into the Company's Wastewater Collection and Treatment System. Prohibited discharges include, but are not limited to:

- d.a. Water from storm, roof or foundation drains, sump pump discharges, surface run-off or sub-surface drainage.
- d.b. Paint Thinners or solvents (mineral spirits, turpentine, lacquer thinner)
- d.c. Anti-freeze (ethylene glycol, propylene glycol) either automotive or otherwise
- d.d. Petroleum lubricants (grease, motor oil, transmission fluid, gear lube)
- d.e. Animal or vegetable oils or fats (deep frying oil)
- d.f. Water with high levels of chlorine (discharge from swimming pool or hot tub) A complete list of prohibitive discharges and wastes is available from the Company.

ii. All connections of the domestic water supply on the Residence to underground irrigation systems, swimming pools or other storage tanks, and fire suppression systems must be protected by a properly functioning backflow prevention device, e.g., vacuum breaker, air gap.

## **9. Entry.**

a. The Company and its authorized agents and representatives shall have the right, but not the obligation to enter upon the premises of the Residence at any time for the purpose of inspecting, maintaining or replacing the service connection or any other water and sewer improvements owned by the Company now or hereafter located on the Residence.

b. The Company shall have the right, but not the obligation, to enter upon the premises of the Residence at any time for the purpose of terminating water service, at the point of delivery, either for non-payment of services or in circumstances where the Company determines, at its sole discretion, that continued water service may be detrimental to the Residence dwellings or the Water & Sewer Facilities.

## **10. Service Connections.**

a. The Company shall have sole discretion in the placement, at the company's Water and Sewer Facilities, of all new service connections and in determining the size of all new service connections.

b. No additional or new service connections shall be provided where a service connection exists and a service line runs to the Residence lot, unless otherwise provided for by the Board of Directors at its sole discretion.

## **11. Plan Review and Facility Inspection.**

a. The Company shall have the right, at its sole discretion and at User's expense, to review plans by the User for proposed dwellings to be provided services by the Company. Such review shall be limited to the plans for mechanical plumbing of water and sewer facilities and only to ensure compliance with Company Policy and/or with generally accepted engineering standards. The Company shall have the right to reject any plans either not in compliance with Company Policy, or not in the Company's best interests. Said review of plans is not in any way intended to replace review by local, State or other such building regulators. At its sole discretion, the Company may use the services of a qualified professional to provide said review.

b. The Company may, at its sole discretion and at Users' expense, inspect the installation of service connections to the Company's facilities and to the Point of Delivery. The Company shall have the right to reject any installation either not in compliance with Company Policy, or not in the Company's best interests. Any and all installations of service connections, maintenance and repair of the Company's facilities and the User-owned facilities beyond the point of Delivery must be performed by a licensed plumber or other licensed professional, as applicable, and must be inspected by a professional engineer or preapproved, qualified inspector. No work should be done on the Company's facilities without prior written authorization from the Company. Any and all materials used should be commensurate with the most current version of the International Building Code. The Company makes no claim to inspect User-owned facilities beyond the point of Delivery except where backflow prevention devices are required to be installed by User, and where water meters are installed by User, and then Company may inspect installation of the water meter only to ensure that the meter is installed correctly, such that all water drawn through the service connection is metered, and the meter is fully functional. All water meters shall be installed in a location where the meter can be safely read without encountering the User's animals or any other potential hazard. The Company makes no guarantees or claims that any meter installation meets generally accepted plumbing standards or any code. At its sole discretion, the Company may use the services of a qualified professional to provide said inspection. All Users shall have and maintain a functioning, correctly installed water meters at all times. In the event the Company becomes aware any User does not have a functioning and correctly installed water meter, the Company shall post notice of the deficiency on the User's door at the Property and mail notice to the User's address of record with the Company. If the deficiency is not corrected within 10 days, the Company shall assess an additional fee of \$250 per month for water service until the water meter is functioning correctly.

c. The Company shall have no obligation to provide service until and unless it has reviewed and approved the plans and specifications for water and/or sewer service facilities, as applicable, pursuant to this Section 11.

## **12. Additions to Water and Sewer Facilities.**

a. The Company shall have the right, at its sole discretion and at proponent's expense, to review proposals and plans for additions to the Company's Water and Sewer Facilities. At its sole discretion, the Company may use a qualified legal or engineering professional, of the Company's choice, to provide consulting legal or engineering services to the Company for said review.

b. The Company shall, at its sole discretion and at proponent's expense, inspect all installation of additions or modifications to the Company's Water and Sewer Facilities. The Company shall have the right to reject any installation that does not meet the specifications set forth by the Company's consulting engineer. The Company may use a qualified professional, of the Company's choice, to provide consulting engineering services to the Company for said review.

c. The Company shall have no obligation to provide service until and unless it has reviewed and approved the plans and specifications for water and/or sewer service facilities, as applicable, pursuant to this Section 11.

### **13. Fire Hydrants.**

User shall not obtain or attempt to obtain water from any fire hydrant located in Riverbend Planned Unit Development for any purpose or use other than emergency use to fight or put out fires.

### **14. Title and Ownership.**

a. Nothing within this Policy shall be construed as granting, relinquishing or otherwise conveying any rights, title, or interest in the Water and Sewer Facilities or the Water Rights to the User, Outside User or Member.

b. All water furnished under this Policy is for the use of the Residence occupants. Said right of use of water by the Residence occupants shall not include any right to make a succession of users of such water. User agrees that it shall not sell or resell the water supplied to the Residence. Nothing contained herein shall be deemed as imposing on the Company any obligation or duty for the collection or purification of water or otherwise after use by the Residence occupants or following delivery to the Residence at the Point of Delivery, except to the extent that the Company provides sewer service to the Residence.

c. User shall be solely responsible for installation, operation, maintenance, and replacement of all water and/or wastewater improvements utilized by User for the Residence after the Point of Delivery.

### **15. Notices.**

Unless otherwise provided for in this Policy, Notice under this Policy shall mean personal service or service by registered or certified mail, United States mail, postage prepaid, at the User's address. User shall inform the Company as to where correspondence from the Company to the User shall be sent. Should User fail to inform the company of the preferred address, correspondence will be sent to the street address of Residence receiving services from the Company. Pursuant to Paragraph 3. b., correspondence will not be sent to any lessee or renter of Residence.

Notices to the Company may be sent to the following address:

COMPANY: Riverbend Water & Sewer Company  
9433 335 Road  
New Castle, Colorado 81647

**16. Service interruption.**

In the event the Company needs to stop or curtail the diversion or withdrawal of water or the delivery of water to the Residence for maintenance or reconstruction purposes, it shall have the right, upon reasonable advance notice to User, if practical, to temporarily suspend or curtail the delivery of water and sewer services to the Residence for the purpose of such maintenance or reconstruction.

**17. Fire Flows.**

The Company makes no representation or warranty concerning the adequacy of the flows available, from fire hydrants, to the Residence for fire protection purposes.

**18. Outside Users.**

Outside use of The Company's water or sewer service is by special agreement only. Such special agreement shall be at sole discretion of the Board of Directors.

**19. Amendments or Changes to Policy.**

Amendments or Changes to Policy will be enacted by resolution by a majority vote of the Board of Directors of the Company at its sole discretion. From time to time or as requested by the Members, the Board of Directors may review and amend or change the Policy.

**20. Assignment of Membership Interests.**

Membership interests shall be appurtenant to ownership of a Residence and shall not be assigned or conveyed separately from the ownership of the Residence. In the event that a Member sells, conveys, bequeaths, or assigns his or her interest in the Residence, the Member shall assign to the purchaser of the Residence all rights, duties, and obligations associated with such membership interest. This assignment shall be in writing in a form approved by and available from the Company; provided, however, that the written assignment is merely a formality and shall not be a condition to the effectiveness of this Section 19.



# RIVERBEND WATER AND SEWER COMPANY

## Current Rates and Explanation of Payment

### 1. Current Rates.

The rates as of July 1, 2017 for water and sewer service provided by Riverbend Water and Sewer Company are as follows:

Water and Sewer Service \$110.00 month      Water only \$81.00 month

### 2. Explanation of Payment.

Monthly statements are sent out on or around the first of each month. Payment for each month is due by the end of that month. Please remember that statements are sent out as a courtesy only. With our fixed monthly rates each User will owe the same amount at the beginning of every month regardless of whether or not you receive a statement.

Payment for the current month is due by the end of the month. An additional fifteen-day grace period (from the 1<sup>st</sup> to the 19<sup>th</sup> of the following month) is allowed before a late fee is assessed to the monthly charge. During that 15-day grace period (on or around the 1<sup>st</sup>) the statements for the second month are sent out. Therefore, you are not charged a late fee for January until February 15<sup>th</sup>. But because February's statement is sent on February 1<sup>st</sup>, your late fee will not appear on your statement until March.

#### Example:

Jan 1	Statement goes out for January.
Jan 31	Payment for January is due.
Feb 1	Statement goes out for February. Also reflects January's charge. January late payment grace period starts.
Feb 15	January late payment grace period ends. Late fee for January assessed.
Feb 28	Payment for February is due.
March 1	Statement goes out for March. Also reflects January's charge, January late fee, and February's charge. February late payment grace period starts.

If you pay for January after February 15<sup>th</sup>, you will be charged a late fee for January.

3. Late Notices and Termination of Services for non-payment Policy (Sec. 4, Water and Sewer Service Policy, Rules and Regulations):

a. A First Late Notice will be sent to the User when User's account is three months in arrears. A Second Late Notice will be sent to the User when User's account is four months in arrears. A Final late Notice will be sent to the User when User's account is five months in arrears. First, Second and Final Late notices will be issued to user using regular service, United States mail, postage prepaid.

b. The Final Late Notice will ask the User to appear before the Board of Directors at its next regularly scheduled meeting to show cause why services should not be terminated. The Final Late Notice will state the date, time and place of the scheduled Board of Director's meeting as well as the balance due. At said Board of Director's meeting the User will be heard as to why payments have not been made on the account. By majority vote the Board of Directors may elect to:

- b.i. Set up a payment schedule with the User.
- b.ii. Waive Late fees.
- b.iii. Take other action designed to settle the account and continue service to User.
- b.iv. Terminate service.

c. Should the Board of Directors elect to terminate Services the User will be notified with a Notice of Termination. The Notice of Termination will state the date services are to be terminated, the conditions necessary for reconnection and the balance due. Conditions for reconnection shall include, but may not be limited to, payment of all costs associated with the service termination and reconnection fee, payment of reasonable attorney's fees, and any and all other expenses incurred by the Company in relation to the collection action on the delinquent account, and termination and reconnection of water service to the User. Scheduled Termination may be cancelled by the Company, at its sole discretion, at any time.