

RULES AND REGULATIONS
FOR
CHERRY HILLS SANITATION DISTRICT
LARIMER COUNTY, COLORADO

LAST REVISION:

May 14, 2026

RULES AND REGULATIONS
FOR
CHERRY HILLS SANITATION DISTRICT

Larimer County, Colorado

ARTICLE I

INTRODUCTION

Section 1: Scope. These rules and regulations shall be treated and considered as new and comprehensive rules and regulations governing the operations and functions of the Cherry Hills Sanitation District and shall supersede previous regulations of the District which are in conflict with the provisions hereof. These rules and regulations are adopted in accord with Colorado's Special District Act (the "Act") and C.R.S. 32-1-1001(1)(m).

Section 2: Policy and Purpose. It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to ensure and protect the health, safety, prosperity, security and general welfare of the inhabitants of the Cherry Hills Sanitation District.

Section 3: Definitions. Unless the context indicates otherwise, the meaning of terms used herein shall be as follows:

- A. "Board" and "Board of Directors" shall mean the governing body of the Cherry Hills Sanitation District.
- B. "Customer" shall mean the person using the sewer service.
- C. "District" shall mean the Cherry Hills Sanitation District.
- D. "Manager" shall mean the manager of the District and his duly authorized agent.
- E. "Owner" shall mean the person who has deed to the property or is purchasing the property on contract and who is responsible for the payment of all District bills or is a Tap owner.
- F. "Person" shall mean any individual, firm, company, society, corporation, group, or governmental entity.
- G. "Sanitary Sewage System" shall mean all facilities in which the District has an interest and are used for collecting, pumping, and disposing of sewage.
- H. "Service Line" shall mean any system of piping and appurtenances used as a conduit for sewage from a building used for residential, commercial or industrial purposes to a connection with a Sewer Main, including all Service Lines as designated on plans and maps maintained by the District or lines of 6" diameter or less not historically maintained by the District. The Service Line shall include the Tap and any backflow valve or Customer Lift Station.

- I. "Sewer Main" shall mean any pipe or system of piping and appurtenances owned by the District and used as a conduit for sewage.
- J. Shared Service Line - Shall mean any line meeting the criteria of a Service Line and serving more than one structure.
- K. "Tap" or "Connection" shall mean the connecting of a Service Line to a Sewer Main.
- L. "Tap Fee" shall mean the payment to the District of the fee for connection to and use of the services and facilities of the District.

ARTICLE II

OPERATION OF FACILITIES

Section 1: Policy. The District is responsible for the operation and maintenance of the Sanitary Sewage Systems in accordance with these Rules and Regulations and the Act.

Section 2: Liability. It is expressly stipulated that no claim for damage shall be made against the District by reason of the following: Blockage in the Sanitary Sewage System causing the backup of Sanitary Sewage; damage caused by inspection of lines to determine connections made to District lines; breakage of Sewer Mains or Service Lines or for any interruption of sewer service and the conditions resulting therefrom, except damage resulting from gross negligence or wanton and willful misconduct of the District or its authorized employees.

In the event that the performance by the District of any of its obligations or undertakings hereunder shall be interrupted or delayed by an occurrence not occasioned by the conduct of the District, whether such occurrence is by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the acts of any other person or entity, then the District shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.

Section 3: Ownership. All existing and future Sewer Mains connected with and forming an integral part of the Sanitary Sewage System shall become and are the Property of the District. Said ownership will remain valid whether the Sewer Mains are constructed, financed, paid for, or otherwise acquired by the District, or by other persons.

That portion of all existing and future Service Lines extending from a Sewer Main to each building for each Customer, connected with and forming an integral part of the District sewer system, shall become and are the property of the Owner.

Section 4: Powers and Authority of Agents. Members of the Board of Directors and other duly authorized employees of the District shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of these Rules and Regulations.

Section 5: Responsibilities of the Owner. No unauthorized person shall uncover, make any connection with, or opening into, use, alter, or disturb any Sewer Main or appurtenance without first obtaining a written permit from the District.

A. Upon issuance of a permit to tap a Sewer Main of the District, the Owner shall assume the responsibility for all damage, expense, outlays and claims of every nature or kind arising from the negligence or lack of skill of Owner's tenants, agents, contractors, plumbers, excavators, or other Persons in the employ of the Owner or Customer or his sub-contractors, and the District shall be held harmless for the acts, direct or indirect, of the Owner and Customer, Owner's tenants, agents, employees or sub-contractors.

B. The Owner shall be responsible for all costs of materials and labor for Owner's Service Line from the point of tapping, including the costs of tapping the Sewer Main, and all inspection fees as hereinafter provided. Subsequent to the tapping of the Sewer Main, the Owner shall be responsible for all maintenance costs in the operation of Owner's Service Line from the point of connection with the Sewer Main of the District. Leaks, breaks, or obstructions in the Service Line shall be repaired by the Owner or Customer within seventy-two (72) hours from the time of notification of such condition by the District, except that in the event of emergency, such repairs shall be completed immediately; and, if not so completed by the Owner, the District may make such repairs as are necessary in the District's discretion to protect persons or property and may collect the cost thereof from the Owner.

C. No Person shall discharge, or cause to be discharged, any storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water, or unpolluted industrial process waters into any Sewer Main. No public or private swimming pool shall be connected with the Sanitary Sewage System without first obtaining a special permit, therefore from the District, which permit shall define and specify the hour or hours during which water may be discharged from such pool into the Sanitary Sewage System and prescribe the fees and charges therefore, if any.

D. No person shall discharge, or cause to be discharged, into any Sewer Main, any sewage which may reasonably be anticipated to have a deleterious effect upon the Sanitary Sewage System, or any person or property, and, therefore, in the opinion of the District, cannot be serviced by the District, or any harmful waters or wastes, whether liquid or solid, or gas, capable of causing obstruction to the flow in the Sanitary Sewage System, damage or hazard to structures, equipment or personnel of the District, or damage or hazard to structures, equipment or personnel of the District, or other interference with the proper operation of the Sanitary Sewage System.

E. The admission into the Sanitary Sewage System of any sewage shall be subject to the review and approval of the Board, which may prescribe limits on the strength and character of such sewage. Where necessary, in the opinion of the Board, the Owner or Customer shall provide, at the Owner or Customer's expense, such pretreatment facilities as may be necessary to treat sewage prior to discharge into a Sewer Main. Plans specification and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the District and of the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where pretreatment facilities are provided for any such sewage, they shall be owned, operated and maintained continuously in satisfactory and effective operation by the Customer, at Customer's and/or Owner's expense.

Section 6: Protection from Damage. No unauthorized person shall maliciously, willfully, or negligently break, destroy, uncover, deface or tamper with any portion of the District's Sanitary Sewage System. The Board in adopting this Section 6 recognizes that tampering with the District's Sanitary Sewer System may reasonably be expected to substantially interfere with the use and enjoyment of such the Sanitary Sewer System by others and may result in a general nuisance.

Any Person violating any of the provisions of these Rules and Regulations shall become liable to the Board for any expense, loss or damage occasioned by reason of such violation.

Any person violating this Section 6 shall, in addition to being liable otherwise under these Rules and Regulations or Colorado law, may also be cited under CRS §18-9-117 related to unlawful conduct on public property and shall be liable for the penalties imposed thereby.

Section 7: Protection from Damage. No unauthorized person shall maliciously, willfully, or negligently break, destroy, uncover, deface, tamper with or otherwise utilize or access any portion of the District's Sanitary Sewage System. The Board in adopting this Section 7 recognizes that unauthorized use of the District's Sanitary Sewage System may reasonably be expected to substantially interfere with the use and enjoyment of such Sanitary Sewage System by others and may result in a general nuisance.

Any Person violating any of the provisions of these Rules and Regulations shall become liable to the Board for any expense, loss or damage occasioned by reason of such violation.

Any Person violating this Section 7 shall, in addition to being liable otherwise under these Rules and Regulations or Colorado law, may also be cited, including under C.R.S. § 18-9-117 related to unlawful conduct on public property and shall be liable for the penalties imposed thereby.

Section 8: Interchange of Facilities.

A. The District, by its officers, duly authorized by resolution of the Board of Directors, shall be, and is hereby, empowered to enter into contracts, agreements and memoranda of understanding with other sanitation districts and municipalities for the transmission of sewage and waste from this District through the line or to the disposal plant, or both, of such sanitation districts or municipalities upon such consideration and terms as shall be approved by the Board of Directors.

B. The District, by its officers, duly authorized by resolution of the Board of Directors, shall be, and is hereby authorized and empowered to enter into contracts, agreements, and memoranda of understanding for construction, leasing, or otherwise acquiring sanitary sewer transmission lines or disposal plants or appurtenant facilities jointly, or for joint use of operation with other sanitation districts, municipalities or corporate entities.

ARTICLE III

APPLICATION FOR SERVICE

Section 1: Inclusions. Sewer service will be furnished only to persons whose property is included within and subject to the Rules, Regulations and taxation of the District.

It shall be incumbent upon the applicant to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Satisfactory evidence shall consist of a tax receipt, or certification in lieu thereof, received from and signed by the County Treasurer.

A Person owning land within or without the exterior boundaries of the District who desires service must include within the District all land contiguous to the parcel to which service is desired which is serviceable by the Sanitary Sewage System.

A formal request for inclusion within the District shall be made to the District, on its standard form, by the applicant, accompanied by a non-refundable payment for legal fees, the estimated costs of publication and other costs incurred by the District. Additional costs which are incurred by the District shall be paid by the Applicant prior to approval from the Board. In case of annexation where public election is necessary, the Board may also require sufficient deposit by the applicant for annexation to cover the necessary costs of said election, including Election Judges, fees, legal fees and publication costs. The annexation or inclusion of areas outside the present boundaries of the District shall be governed by the Laws of the State of Colorado concerning annexations and petitions for inclusion, and the authority to accept such territory shall be vested in the Board of Directors upon such terms and conditions for payment of the costs of construction as it shall decide. Any person desiring to have property annexed to the District shall pay all of the costs, including attorney's fees, for such annexation, and costs of construction of all

necessary Sewer Mains to Owner's property line including if required by the District, across the extents of the Owner's property.

Section 2: Service Outside the District. No sewer service shall be provided to property outside of the District, except upon the express written approval of the Board of Directors.

Section 3: Application for Service. Application for service must be filed with the District on forms provided by the District and accompanied by appropriate fees prior to any action to connect to the system. Only upon authorized approval of the application may a connection to the Sanitary Sewage System be made.

Section 4: Denial of Application. The District reserves the right to deny application for service when, in the opinion of the Board, the service applied for would create an excessive seasonal, or other, demand on the Sanitary Sewage System. Denial may also be based upon an unresolved obligation of the applicant to the District, inadequate easements for the Sewer Main serving the property, or other valid reason.

Section 5: Change in Owner's Equipment or Service. No change in the Owner's equipment or service which increases the discharge to the Sanitary Sewage System shall be made without the prior approval of the District being first obtained. Any change in a Owner's equipment or service which increases the service provided by the District, shall require a re-determination of the Tap Fee and service charge so determined. The re-determined Tap Fee shall allow a credit for previously paid or waived Tap Fees. Changes in a Owner's equipment or service which results in a decrease in the service provided by the District shall not result in a reduction or refund of Tap Fees or service charges. When buildings are moved or destroyed, the Owner shall obtain re-authorization for any tap formerly used for such building and the District may, at its discretion, require that such Owner pay a stand-by fee to be established by the Board for any period during which such Tap is not in use.

In the case of any Mobile Home removed from a mobile home park, the owner of such park may eliminate service for that portion of the lot by:

- A. Notifying the District prior to the beginning of the quarter involved of the intent to remove a mobile home;
- B. Properly capping the tap so as to eliminate infiltration and vandalism; and
- C. Having the District inspect the tap after capping to assure that it has been done properly.

The Owner of a mobile home park must notify the District prior to resuming active use of the tap for a mobile home. During the inactive period, the Owner must pay a stand-by fee. Failure to notify the District of connection will result in the penalties of Section 6 of this Article III being enforced.

Section 6: Unauthorized Connection Fees. An unauthorized connection fee equal to twice the normal Tap Fee due shall be payable by persons tapping onto a Sewer Main without prior payment of connection fees, approval of application, or adequate inspection of lines. In addition, the District may require that any Service Line constructed or connected to a Sewer Main without the required approval of the District be uncovered and disconnected at the owner's expense.

Section 7: Revocation of Sewer Service. Sewer service shall be revocable by the District upon non-payment of valid fees or obligations owing to the District. In the event of said non-payment of valid obligations, the Owner or Customer shall be given due notice of a hearing to revoke service. Said hearing shall be held by the District at a regular or special meeting of the Board of Directors, at which time the Customer shall have the opportunity to present testimony and other evidence to the Board. Following said hearing, the Board's decision shall be final and service to the property shall be revoked by blocking or disconnecting the appropriate line, either public or private, serving the property. If disconnection of service is authorized by the Board of Directors, the Manager may, at the time of disconnection, install a control/shut off valve in the Owner's Service Line, at or immediately before the Owner's Tap to the main to enable the District to shut off service to the property in the future. Any costs associated with installation of a shut off valve as a result of disconnection authorized by the Board of Directors shall be assessed to the Owner. The District may attempt to estimate the costs of the shut off valve and installation of the shut off valve and provide the estimate to the Owner or Customer before installing the shut of valve. Neither the failure of the District to estimate costs or to properly estimate costs as provided for in this section shall be deemed to impair the District's right to recover such costs, and costs incurred shall be collectable in the same manner as service charges.

Section 8: Stand-By Taps. Prior to the enactment of these Regulations, the District had two classes of sewer taps, Active taps and stand-by taps. Stand-by taps were sold by the District for use or activation at a future date. The District has terminated the sale of stand-by taps and the District shall have the right, at its sole option, to repurchase all stand-by taps previously sold by paying to the owner thereof the original payment made to the District for such tap together with all fees paid to date by such owner without interest thereon. An owner's interest in any stand-by tap sold by the District with respect to which payments are presently delinquent for a period of one (1) year or more, shall be considered to be in default of the agreement to purchase and all interest of said Owner in such taps shall be deemed abandoned and terminated.

Section 9: Tap Commitments. A commitment to provide a specified number of sewer taps for a proposed subdivision may be made by the District if the Board determines that there is sufficient capacity in the Sewer Main which is to serve such subdivision and other anticipated future Customers, or arrangements satisfactory to the Board are made by the developer of the proposed subdivision to provide such additional capacity as the Board may require. Each such commitment granted prior to final approval of the subdivision by the Larimer County Commissioners shall be charged in accordance with District charges and shall expire at the time of final

subdivision approval or one (1) year after the date the commitment is granted, whichever is earlier, unless extended by the Board. 1.) A tap commitment which otherwise would expire at the time of final subdivision approval shall be extended by the Board. 2.) A tap commitment which otherwise would expire at the time of final subdivision approval shall be extended indefinitely by the Board upon payment by the developer to the District, at or prior to the time of final subdivision approval, of a tap commitment fee equal to ten percent (10%) of the tap fee then charged for each tap committed. Each tap commitment fee shall be credited against the fee charged by the District for such tap at the time the tap is activated if the tap is activated within five (5) years after final subdivision approval. Any of the foregoing provisions to the contrary notwithstanding, if a proposed subdivision is abandoned within two (2) years after final subdivision approval, all tap commitment fees will be refunded provided no sewer line has been laid nor any improvements been installed by either the developer or the District.

Section 10: Assignment of Taps. Upon sale or other transfer of ownership of a lot or parcel of property for which a sewer tap has been issued, the transferor and transferee of such property shall execute and file with the District, on forms provided by the District, a written assignment of the tap which contains an acceptance by the transferee and an agreement by the transferee to pay all charges as they become due and to be bound by the Rules and Regulations of the District. If the transferor is a person or entity other than the Owner indicated in the records of the District, documentation acceptable to the District of the transferor's rights in and to the tap must be filed with the District. Acceptable documentation following the death of an Owner consists of the following:

A. In the event of the death of an Owner who held title to a lot or parcel as joint tenant with one or more persons, a copy of the recorded deed under which title to the property is held and a certified copy of the Death Certificate for the deceased Owner.

B. In the event of the death of an Owner where there is no surviving joint tenant, a certified copy of Letters issued by the Court to the personal representative of the deceased Owner's estate, together with a written assignment of the tap executed by the personal representative and the transferee of the property.

Upon receipt of proper documentation of the transfer of ownership of a lot or parcel of property for which a sewer tap has been issued, and upon advice of counsel, the Board of Directors may deem ownership of the sewer tap to have been transferred to the new owner of the lot or parcel. Until such documentation is filed with the District, the District shall not be obliged to recognize any transferee of a lot or parcel served by the District as having any right in and to the tap.

In no case will a tap transfer be approved until the account with respect to the tap is brought current.

Section 11: Costs and Expenses. In the event of breach of any Rules or Regulations or any provision of Colorado state law by any Owner or Customer, the District shall have the right to recover from the Owner

and/or Customer any costs or expenses incurred by the District as a result of the violation of such law, Rule or Regulation.

ARTICLE IV

RATES AND CHARGES

Section 1: General. The information contained in the Article is pertinent to all charges of whatever nature to be levied for the provision of sewer service. Said rates and charges as herein established are in existence and effect at this time and shall remain in effect until modified by the Board under the provisions of these Rules and Regulations under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from properly modifying rates and charges or from modifying any classification.

Section 2: Application of this Article. The rates, charges and other information established herein shall apply only to Owners or Customers included in the District and shall in no way obligate the District to provide sewer service outside the District under any of the conditions contained herein.

Section 3: Classification of Customers. For the purpose of levying fair, reasonable, uniform and equitable charges, the following classifications and appropriate definitions are provided.

- A. Single Family Dwelling. A single family dwelling shall be defined as a living unit suitable for occupancy by one or more individuals of a family, and served by a Tap. Single Family Dwellings shall be categorized as:
1. Single Family Dwelling (non-lift station) A Single-Family Dwelling not served by a District operated lift station.
 2. Single Family Dwelling (lift station) A Single-Family Dwelling served by a District operated Lift Station.
- B. Mobile Homes. A mobile home shall be defined as any unit capable of being transported on wheels behind a standard power unit which can be moved on normal streets, roads, and highways. Said unit must contain suitable living quarters and provide for normal domestic sanitary conveniences. Any Mobile Home shall be treated as a Single-Family Dwelling.
- C. Multiple Family Dwelling. A multiple family dwelling shall be defined as a single structure or structures otherwise unattached to any other structure containing more than one living unit, including condominiumized properties. Multiple Family Dwelling shall be treated in the same manner as a Single-family Dwellings for each unit served by the District.

D. Non-Residential or Commercial uses - includes, hotel/motel, churches, school facilities, retail business and office outlets, cafes, restaurants, bars and private clubs, filling stations and garages, hospitals governmental users, shall be considered single family dwellings for purposes of assessing fees and charges. Commercial user fees calculated based on equivalent Single-Family discharge. Pretreatment requirement as appropriate will be required for Commercial Users.

Section 4: Tap Fee. A tap fee shall be charged to all Customers of the District. The Owner shall be ultimately responsible for all tap fees for the Owner property. Such fee shall represent a fee for connection to and use of the services and facilities of the District and shall be assessed and paid before a permit for service is issued.. Tap Fees shall be assessed as provided in the Schedule of Fees and Charges attached hereto as Appendix "A" or as established by the Board in establishing each yearly annual budget for the District.

No Tap or Taps issued to an Owner within the District, nor any portion of the property served by such Tap or Taps, shall be transferred or conveyed by such Owner without prior written consent of the District.

Section 5: Tap Commitment Fee. A tap commitment fee shall be charged by the District as provided in Section 9 of Article III above. In the event of the sale of a lot, lots or parcel of real property, the District shall have the right to repurchase any stand by Tap(s) by paying to the Owner the original Tap Fee paid by the Owner to the District without interest

Section 6: Service Charge. Upon the securing of a permit for sanitary sewer service, service charges shall commence on the first occupancy of the building or use of the Sanitary Sewage system, whichever first occurs. Notwithstanding the foregoing, the service charge shall commence in all cases within ninety (90) days after connection to a Sewer Main regardless of occupancy or use. When a condominium association exists for a number of units receiving service from the District, and is served by a single Master Tap, said condominium association shall receive an invoice for all units within the Association served by the District. Sewer service charges shall be assessed as provided in the Schedule of Fees and Charges attached hereto as Appendix "A".

Section 7: Amended Tap Fees. When a prospective Owner applies for a permit for sanitary sewer service for a structure not defined in this Article, or if in the Board's opinion said structure represents a classification not contemplated in the establishment of the previously defined Tap Fees, the Board shall, at its sole discretion, establish a fair, reasonable, and equitable Tap Fee for said structure.

Section 8: Amended Service Charges. In those situations, wherein, in the Board's sole discretion, the service charges herein established do not represent fair, reasonable, and equitable charges for the intended use, the Board, at its sole discretion, may adjust said charges.

Section 9: Payment of Service Charges. Upon the date of commencement of occupancy of a building or use of the Sanitary Sewage System or within

ninety (90) days after connection to a Sewer Main, whichever shall first occur as hereinabove provided, service charges shall accrue to each Tap at the rate set forth in Appendix "A" attached hereto, payable quarterly within sixty (60) days after a statement for such charges is mailed.

Section 10: Penalty for Late Payment. All service charges shall be payable within sixty (60) days after the date a statement for such charges is mailed to the Customer. In the event payment is not received during said sixty (60) day period, late payment penalties will be charged as set forth in Appendix A as otherwise set by the Board of Directors.:

With regard to bills for service charges which are delinquent for more than four (4) calendar quarters, the Board, at its election, may revoke service (after written notice and an opportunity for a hearing as hereinabove), file an action for collection, or foreclose the District's lien upon the property. Any attorney fees incurred by the District in enforcing collection will be the responsibility of the Owner and may be collected from the Owner or Customer whose account is delinquent.

Any Owner who does not personally occupy Owner's property served by a District Tap shall give notice to the District of such fact and shall keep the District advised of Owner's address at all times and the name of the Person occupying Owner's property. The Board of Directors may, at its discretion, require an advance deposit, in an amount equal to the quarterly service charge, to be made to the District before service is commenced to any property occupied, used or in the possession of, Person or Persons other than the owner of said property; and the District, thereafter, upon default in payment of any service charges may, without notice, apply said deposit to charges past due and owing. The owner or owners of the property shall in all cases be and remain primarily liable for payment of any and all fees and charges for service to the property owned by them, and acceptance of payment by the District from the owner's tenant shall not thereafter, in the event of delinquency or default, be construed as a waiver by the District of its statutory lien upon the property.

Lien. All charges and assessments, penalties or other amounts due, accruing to the District shall constitute a lien against the property being served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado which pertain to water and sanitation districts.

ARTICLE V

CONSTRUCTION AND MAINTENANCE OF SERVICE LINES

Section 1: Service Line Requirements.

A. Existing sewer service lines may be used in connection with new building only when found, on examination by the District Engineer, to meet all requirements of the District.

B. No building permit shall be issued by Larimer County or other governmental agency having jurisdiction over the property within the District unless such permit is approved and signed by the Board of Directors of the District or its duly authorized agent.

C. All Contractors, plumbers, and others doing work on any Sewer Main, Service Line, or other structures in the District shall comply with all Larimer County, State Highway Department, or other governmental regulations on excavation, backfill, compaction and restoration of surfacing. All excavations required for the installation of Service Lines shall be open-trench work, unless otherwise approved by the District. Pipe laying and backfill shall be performed in accordance with the District specifications. No excavations shall remain open for more than forty-eight (48) hours. All excavations for Service Lines shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the District. Unless contrary to District requirements, the provisions of the Uniform Plumbing Code (latest revision) shall control.

D. No manhole or uncompleted Service Line or Sewer Main shall be used for temporary storage of sewage without the express written consent of the District.

E. Cleaning of Service Lines shall be the responsibilities of the Owner and Customer including keeping the Service Line clean and clear of any obstruction or accumulation therein. Upon failure of the Owner or Customer to properly maintain or clear Owner's Service Line, the same may be done by the District after seventy-two (72) hours' written notice to the Customer. The cost shall be charged to the Owner and Customer and shall constitute a lien on Owner's property until paid.

F. All permits, fees and licenses shall be paid for by the contractor, plumber or others doing work in the District prior to the start of construction.

G. No privately owned utilities shall be installed in the same trench with District owned lines.

H. Raising or lowering of manholes shall be performed and paid for by the Developer or Owner at the time and in the manner designated by the District.

I. At the time of excavation of a basement, a Service Line (or portion thereof) may be installed and inspected, with a second inspection required at the time of connection of the Sewer Main.

J. The District will not accept responsibility or liability with respect to other settling of streets or roads over Sewer Mains and around Manholes installed by a Developer.

K. Any Owner or Customer performing work or contracting for the performance of work on a Service Line, including roto-rooting shall be

responsible for any discharge into the District's Main, including the discharge of any roots.

L. If work is performed on a service line the Owner shall give notice to the District at least 24 hours in advance of the work except in case of emergency, in which case notice shall be given at the time of performance of the work. Owners or Customers performing work or having work performed will be responsible for any cost incurred by the District as a result of discharge into the main or failure to notify the District of work being performed.

M. The District may require that an Owner install and maintain, at the Owner's cost, a backflow valve in service lines, particularly in cases where the District determines that a property is served by a main with limited fall.

N. An Owner whose property is served by a lift station or pressurized pump serving just that property and lifting sewage to the main (a "Customer Lift Station") shall be solely responsible for installing and maintaining that Customer Lift Station. No Customer Lift Station without prior written approval of the District.

O. No Shared Service Lines shall be allowed/installed in the District without the Board's prior written approval. Maintenance and responsibility for a Shared Sewer Line shall lie with Owner of the Shared Service Line or jointly and severally with the Owners of the Shared Service Line.

P. No Owner or Customer will allow disposal of non-sewage waste which result in the obstruction of any Main or Service Line, non-dischargeable waste particularly includes sanitary products and towels (including products commonly identified as "disposable wipes" or "paper towels").

Section 2: Inspection and Tapping Charges. All Service Lines must be inspected. Constructors of Service Lines shall call the District for an open-ditch inspection of all Service Lines. There shall be a minimum charge for each inspection of each line. Any Service Line connected without inspection may be uncovered by the District for such inspection and all costs incurred by the District in making such inspection shall be paid by the Owner.

Section 3: Extension of Sewer Main Facilities.

A. All Sewer Main extensions that are within the jurisdiction of the District shall be made by the applicant under the inspection of the Board of Directors through its Manager and as required, the District's authorized engineers. Complete plans for such extensions of Sewer Mains shall be submitted to the Board of Directors accompanied by an application for such extension. The Board of Directors may require that such application and plans be accompanied by a reasonable deposit to be fixed by the Board to cover necessary costs of engineering, legal and survey expense. Such application and plans shall be subject to approval by the Board of

Directors. The Board of Directors may approve such plans if, in its discretion, the Board of Directors finds such extension to be feasible and in conformance with the Board's "Master Plan" for future development of the District. All Sewer Main extensions thus approved shall be construed in accordance with specification fixed by the District Manager as the Engineers for the District and approved by the Board of Directors. All installations shall be at the expense of the applicant.

B. All daily inspection fees on Sewer Mains required by the District, County of Larimer, the State Highway Department, or other governmental authority shall be paid by the plumber, contractor, or others doing work in the District.

C. Special structures, such as pumping stations, are subject to prior approval of the District and shall be constructed, as required to insure proper operation of the Sewer Main extensions, based upon designs of the District's engineer or such other engineer as may be approved by the Board.

D. Upon completion and approval of a Sewer Main extension, the same shall become the property of the District and may be governed by the Board of Directors, subject to the Rules and Regulations of the District. Landowners, subdividers, or developers who have completed construction of Sewer Mains shall, before such lines are accepted by the District, deed the lines and appurtenances to the District, free and clear of all liens and encumbrances.

E. Prior to the acceptance of the Sewer Main extensions by the District, all easements necessarily accompanying such lines shall be duly provided for and recorded without cost to the District. Landowners shall have the right to the surface over such easements and in the event of the repair or replacement of any Sewer Main by the District, the District shall restore the surface to a condition substantially similar to its prior condition.

F. Insurance shall be carried in favor of the District and the Board in the amount of \$100,000/\$300,000 personal liability on the construction of all Sewer Mains. Certificates of insurance shall be filed with the Board prior to commencement of any construction. Workmen's compensation insurance shall be carried in accordance with the provisions of the Workmen's Compensation Act, as amended, of the State of Colorado.

G. When oversizing of a Sewer Main extension is required by the District in order to serve potential future development, recovery for that oversizing shall be available to the constructor in accordance with a formula to be established by the District.

H. Notwithstanding any provision of the Section to the contrary, the District may, in its discretion, extend Sewer Mains under such conditions as the Board deems appropriate.

Section 4: Contractor Registration. For purposes of Sections 4 through 7 of this Article, "Contractor" shall mean any contractor, plumber, root removal company, excavator or other service provider performing work on any Service Line. The manager shall have authority to require Contractors performing work on any Service Line in the District to maintain updated

registration forms with the District. The information on the registration form shall include: the Contractor's business name, address, contact person, telephone number, facsimile number, email address and a description of the type of services or work which the Contractor will offer or perform. The registration forms shall be signed by the Contractor, and the Contractor shall acknowledge its review and agreement to abide by the Rules and Regulations for the Cherry Hills Sanitation District. The Board may prohibit companies or individuals from performing work on Service Lines if the Contractor has (i) failed to comply or update a contractor's registration form, (ii) failed to comply with the District's Rules and Regulations, (iii) failed to perform work in accordance with applicable building codes or other legal authority.

Section 5: Notification of Work. The owner of any Service Line upon which any work is performed and any Contractors performing work on any Service Line shall provide written notification of any work performed on any Service Line within 48 hours after the work has been performed. The notice shall be delivered to the District's offices and shall set forth the owner of the property for whom work was performed, the address of the property where the work was performed, the name of the Contractor performing the work and the nature of the work that was performed. The owner of the Service Line upon which work is performed shall be relieved of its obligation to provide the District with notice if the notice is provided by the owner's registered Contractor. The District shall provide receipted copies of notices on request. It shall be sufficient to provide the required notice telephonically by facsimile copy. All work performed by any Contractor shall be performed in accordance with the District's construction standards.

Section 6: Hiring of Contractors. If any Owner of a Service Line allows any Contractor, including any contractor who maintains a valid contractor registration form with the District, to perform work on that Owner's Service Line or any Owner of a Service Line fails to provide proper notification of work, the Owner may be assessed by the Board a penalty of up to \$500.00 per violation, per day and each day shall constitute a separate violation.

ARTICLE VI

MANUALS AND CHECKLISTS

Specifications and checklists prepared by District personnel for dissemination to developers, engineers and other interested parties shall, upon approval and adoption by the Board, become a part of these Rules and Regulations, the same in all respects as though fully set forth herein.

ARTICLE VII

AMENDMENT

The Board of Directors reserves the right to amend these Rules and Regulations, including Tap Fees and service charges, as provided by law.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The District shall indemnify every director or officer, or personal representative, against all expenses, including but not limited to, damages assessed against him and costs of defense, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a director officer of the District, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the District is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall be exclusive of other rights to which the Director may be entitled.

The above Rules and Regulations were approved and adopted by the Board of Directors on May 14, 2026.

Stephen F. Vessey, President

APPENDIX "A"

Fees effective April 1, 2026. Rates will be modified in accordance with rates established by the District annual approved budget.

USE	QUARTERLY BILLING
Single Family Dwelling (non-lift station)	\$184.00
Single Family Dwelling (lift station)	\$209.00
Commercial user fees calculated based on equivalent Single Family discharge.	
New Tap fee - issuance of a new tap	\$1,500.00 per dwelling

PENALTY FOR LATE PAYMENTS

Next ensuing quarter -	\$5.00 penalty
Second ensuing quarter -	\$10.00 penalty
Third ensuing quarter -	\$20.00 penalty
Fourth ensuing quarter -	\$30.00 penalty
Each quarter thereafter -	Additional 4% of account balance.

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