

**LA PLATA WEST WATER AUTHORITY**  
**RULES AND REGULATIONS**  
As Amended 8/9/2017

**I. AUTHORITY AND PURPOSE**

The following Rules and Regulations were adopted by the Board of the La Plata West Water Authority (hereafter the “Board”) at a properly noticed meeting held on August 6, 2014.

The Board adopted these rules under the authority of the Formation Agreement and the Colorado Revised Statutes.

These Rules and Regulations, as published from time to time, are for guidance purposes only and shall not be deemed binding upon the Board or the La Plata West Water Authority, which shall retain sole authority in its unfettered discretion to set rules, regulations, and/or conditions based on the best interests of the La Plata West Water Authority and the issue(s) before the Board and shall follow all applicable Federal, State, Tribal, and Local laws.

While the Board is encouraged to and endeavors to manage consistently and equitably, the mere interpretation or application by the Board in any one instance shall not bind the La Plata West Water Authority to similarly interpret or enforce the rules in any other instance. No two requests are exactly the same and the Board retains the authority to set the standards, rules, and/or regulations based on the best interests of the La Plata West Water Authority given the set of facts and circumstance with which it is presented.

**II. DEFINITIONS**

SUBSCRIPTIONS

- 1.1. Parcel. A parcel is an existing area of land that is described and identified according to law (metes and bounds description, etc.) and has been assigned a twelve (12) digit parcel number by the La Plata County Assessor’s Office for tax purposes. All subscriptions are attached to a Parcel.
- 1.2. Service Connection. A Service Connection to a Parcel is accomplished by the installation and placement of the meter pit and line extension. It requires a meter pit assembly located on the Subscriber’s property, a tap connection into a La Plata West Water Authority mainline, and a lateral service line running from the meter pit assembly to the Subscriber’s facility. All Service Connections must be approved by the Board before installation and must be accepted by the Board after construction.
- 1.3. Subscriber. An applicant becomes a Subscriber upon the Board’s approval and acceptance of the applicant’s Water User’s Agreement and payment. Only a Subscriber (or a Subscriber’s lawfully appointed agent) may apply to the Board for approval of a Service Connection.

- 1.4. Primary Subscribership or Primary Subscription. A single Dwelling Unit, a single Commercial Unit, or a single Multi Unit Dwelling on a Parcel shall be represented by a Primary Subscription. A Primary Subscribership or Primary Subscription entitles a Subscriber to one (1) Service Connection to the La Plata West Water Authority water distribution system (“Domestic System”). Primary Subscriptions are required to pay the monthly base rate plus the water usage fee that is determined monthly.
- 1.5. Accessory Subscribership or Accessory Subscription. A Primary Subscriber may apply to the Board for an Accessory Subscription for each accessory dwelling, to service up to two (2) additional Dwelling Units on the Parcel served by the Primary Subscription. Any additional Commercial Units or additional Multi Unit Dwellings on the same Parcel must obtain an additional Primary Subscription i.e. Residential or Commercial Subscription as needed. An Accessory Subscription may be used to provide domestic water service to a rental or other residential unit on the same Parcel. The Accessory Subscription is not intended to supply water to a non-dwelling unit that might use more than typically average household use (approximately 5,000 gallons per day). An Accessory Subscription cannot be sold or transferred separate from the Primary Subscribership. An Accessory Subscription may be upgraded to a Primary Subscribership by application to the Board.
- 1.6. Reserve Subscribership or Reserve Subscription. A Reserve Subscribership or Reserve Subscription is a Primary Subscription that has not been activated by the completion and acceptance of a Service Connection. Reserve Subscribers are required to pay the monthly base charge. A Reserve Subscription cannot be used to provide water service, but it may be used to reserve a tap for future use. Prior to written notice of final design of system infrastructure that will serve your Subscription(s), you may up-grade a reserve subscription to a primary subscription. The up-grade will require payment of the meter set fee and any applicable construction costs.
- 1.7. Upgrade of an Accessory Subscription. Upgrade of an Accessory Subscription may be completed by application to the Board. Upon the Board’s acceptance of a Service Connection, and payment of applicable fees, the Accessory Subscription can become a Primary Subscription.

## UNITS

- 1.8. Commercial Unit. A structure such as a school, mobile home park, motel, RV park, multi-unit dwellings of four or more, apartment building, condominium, or greenhouse is a Commercial Unit. Additionally, a business can also be classified as a Commercial Unit when the use of water is more than an incidental part of the business. On a case by case basis, the Board may determine commercial use in other instances.
- 1.9. Dwelling Unit. An accommodation providing living, sleeping, and eating space and facilities for one or more persons, which may include, but is not limited to, permanent cooking and sanitation provisions.

1.10. Multi Unit Dwellings. An accommodation that provides for up to three Dwelling Units under one roof. Four or more Dwelling Units under one roof will be considered a Commercial Unit (e.g., apartment house).

1.11. Non-Dwelling Unit. A Non-Dwelling unit is none of the above. It is a structure not inhabited by humans, such as, greenhouse, barn, shed, or other out-building. Any agricultural building such as a dairy barn or some other intense agricultural use that would affect the normal water usage drawn from the Residential Subscription will require it own Primary Subscription or commercial subscription.

### METER TAMPERING

1.12. Meter Tampering. Any person or entity who connects any pipe, tube, stopcock, wire, or other instrument or contrivance with any mainline or other La Plata West Water Authority medium conducting or supplying water, without the knowledge and consent of the Board commits meter tampering, which is a class 2 misdemeanor. Any person or entity that in any manner alters, obstructs, or interferes with the action of any meter provided for measuring or registering the quantity of water passing through said meter without the knowledge and consent of the Board commits meter tampering, which is a class 2 misdemeanor. Nothing in this section shall be construed to apply to any licensed plumbing contractor while performing usual and ordinary services in recognized customs and standards. **Meter tampering will be dealt with on a case-by-case basis.**

### **III. USER REGULATIONS**

2.1 Water User Agreement. All applicants must apply for water service through the submission of a Water User Agreement. A Water User Agreement will be completed by the applicant (or an applicant's lawfully appointed agent) and submitted to the Board for approval. Submittals may be made through the United State Postal Service (USPS) P.O. Box 631, Durango, Colorado 81302, email lpwwa@gmail.com, or at a location designated in the Water User Agreement. The Water User Agreement shall require the applicant (or an applicant's lawfully appointed agent) to provide, at a minimum, the following information.

- A. Name and billing address of the applicant.
- B. Service address of the Parcel to be served.
- C. La Plata County Assessor's Parcel Number and legal description of the property to be served.
- D. Type of water meter needed (Description Type I through VI, see Table #1).

2.2 Subscription Fee. The applicant (or an applicant's lawfully appointed agent) shall tender the subscription fee for the appropriate phase with the Water User Agreement. The Water User Agreement is not complete and will not be considered by the Board until the Board has received the full subscription fee. The Board shall adopt subscription fees for all phases of the project. The fee schedule is described in Table #3. The Board may assess additional charges if the circumstances warrant, and such additional charges shall be paid upon assessment by the Board.

Upon approval by the Board, the Water User Agreement shall be executed by the Board and mailed to the Subscriber at the official mailing address listed in the Water User Agreement.

### 2.3 Optional Payment Plan.

The Authority will consider financing the Subscription Fee for Subscribers in a selected Phase that completes a loan application and execute a Water User Agreement on or before the date deadline state on the Rate Schedule. This Optional Payment Plan will be interest free, when the Subscriber tenders timely payments to the Authority. In addition to paying the applicable Subscription Fee, those Subscribers electing the Optional Payment Plan will be required to pay the for the following:

- Set-up Fee (one time)-Recording and Release fees
- Handling/transaction fee for each payment
- Principal

Please see the Addenda for the applicable Rate Schedule. All Rules & Regulations apply. Payment rates, set-up fees and handling fees will be listed with in the rate schedule. All payments and fees are non-refundable once LPWWA begins the Final Design Phase of the Project. If LPWWA has not begun working on the Final Design, a Subscriber utilizing the Optional Payment Plan may submit a written request for a refund of only the Principal payment. LPWWA will either notify the Subscriber at time of application (if known at that time) or send Notice of Final Design to your last known mailing address that LPWWA has on record.

2.4 Lateral Service Line Responsibility. Subscribers are responsible for the cost and installation of their Lateral Service Line. A service line shall begin at the meter pit (curb box valve) and extend to the place of use.

2.5 Use Limitations. The Board reserves the right to limit the number of Non-Dwelling Units serviced on any residential or commercial sized meters. When water usage exceeds the flow as specified in Table #1, the Subscriber will be required to upgrade its meter to match its water usage. At such time, the Subscriber will be required to pay the difference between the amount paid for the existing meter and the cost of the required upgrade.

2.6 Meter Pit. A meter pit shall contain a meter, angle stop, back flow preventer, check valve, pressure regulator, and remote readout. All Meter Pits are the property of La Plata West Water Authority. An outlet pipe shall extend from the Meter Pit at least ten feet (10') onto the Subscriber's property (see meter pit drawing)

2.7 Appurtenance. Upon installation, the Lateral Service Line and all facilities associated therewith beyond the Meter Pit as described in 3.5 shall become real property appurtenant to the Parcel designated in the Subscriber's Water User Agreement. Primary Subscriptions may not be transferred.

2.8 Property of La Plata West Water Authority. Once the Board accepts the Subscriber's Service Connection, the Meter Pit and its contents become the personal property of La Plata West Water

Authority. The Meter Pit shall be accessible to La Plata West Water Authority and/or its designated agents at all times.

2.9 La Plata West Water Authority Seal. The Board and/or its designated agents shall promptly seal the contents of the Meter Pit (meter and lock wing valve) with the La Plata West Water Authority seal. The seal will not allow the operation of the valve without breaking the seal. If the seal should be broken, it shall be the responsibility of the Subscriber to notify the Board immediately. The Subscriber can open the lid and inner lid to check the leak indicator and read the meter without notifying the Board. Failure to notify Board of breaking the seal may result in fines.

2.10 Meter Tampering. The contents of the Meter Pit are sealed and shall only be broken by La Plata West Water Authority, its engineers, and/or other designated agents. Tampering with a Meter Pit may result in fines and additional charges (Table #2). It shall be the responsibility of the Subscriber to notify the Board if the seal must be broken. Failure to notify the Board may result in fines.

2.11 Safety. The meter pit lids (inner & outer) shall remain in place at all times. If the Subscriber opens the lids, the Subscriber shall be responsible for replacing both lids in the closed position. Failure to do so may result in fines. For the safety of our Subscribers and for the protection of our meters, the meter pit lids shall remain in place at all times. Failure to do so may result in fines. The Board will address these situations on a case-by-case basis.

2.12 Installation Charges. The installation fee is a non-refundable fee intended to cover the costs of labor, equipment, materials, and other additional construction costs including, but not limited to, outside contractor services, road crossings, main line extensions, main line upgrades, easement acquisition, permits, sleeving, rock excavation, uncommon equipment, county road permits, extensive service lateral length and/or extraordinary depth level excavation. The meter installation fee is a non-refundable 'flat fee' to be paid by the Subscriber to the Board prior to construction. In the event the actual cost to install the meter is more than the flat fee, the Subscriber will be responsible for paying the additional costs. All meter installation charges are billed on a time and materials basis. Non-payment will result in termination of water service and additional fees.

2.13 Document Requests. Any Subscriber requesting information (out of the scope of basic information readily available to all Subscribers) shall put the request in writing and present the request to the Board for approval. If the Board, in its discretion, approves the document request, the Subscriber may either review the documents or obtain copies of the documents. In either instance, the Subscriber shall be charged a fee (Table #2).

2.14 Billing. Monthly water bills will be issued in the name of La Plata West Water Authority. Monthly bills will contain the past and present reading dates, the past and present meter readings, the consumption amount, the Subscriber's account number, and the total amount due. The current account due date specified in the bill is the date by which payment must be received by the Board in order to avoid delinquency action. All water charges on water sold through meters shall be paid monthly within thirty (30) days from the invoice date.

2.15 Payment. All bills shall be due and payable upon receipt. The bill shall be delinquent if payment has not been received by the Board at its PO Box, or other designated place or means, by the current bill due date. All payments made by check shall be payable to La Plata West Water Authority. The Board will not accept two-party checks for payment of a bill. Should a party other than the Subscriber or designated agent of record make payment of a bill, the maker shall clearly identify the Subscriber of record for which the payment is made. Should payment by check be made on an account that fails to clear because of insufficient funds, closing of account, no account, or any other reason, the Board may take legal action to prosecute and/or recover payment. All costs and fees incurred by the Board in its collection efforts shall be assessed against the Subscriber. The La Plata West Water Authority may impose late fees and interest on all past due amounts.

2.16 Payer. To designate an alternate person or entity as the responsible agent to pay the monthly water bill when the water service, residence or business, is occupied, rented, or operated by someone other than the Subscriber:

- A. The Subscriber must confirm with the Board that a person other than the Subscriber is designated to pay the bill.
- B. If the water service is to be billed to someone other than the Subscriber, said person must make all arrangements to guaranty payment of the water bills.
- C. The Subscriber remains responsible for the payment of the water bill in the event the designated agent fails to pay.

2.17 Billing Adjustment. The Board recognizes that an uncontrollable situation may develop that result in an abnormal amount of water consumption by the Subscriber. The Subscriber may request that the Board consider a billing adjustment if this type of situation occurs. Such request must be made by the Subscriber prior to 30 days lapsing from the due date of the water billing that registers the abnormal consumption. Untimely requests shall not be considered. If the Board in its discretion agrees to revise a Subscriber's billing it will do so by reviewing the Subscriber's prior history of water consumption and determining an average monthly consumption based upon seasonal or yearly information.

#### DELINQUENT ACCOUNT

2.18 Delinquent Account. All invoices not paid within thirty (30) days of the date of the invoice shall be deemed delinquent. Delinquent accounts shall incur interest on the overdue balance. The rate of interest will not exceed the rate allowed by law. Notification of Suspension for Nonpayment will be sent on the 15<sup>th</sup> of each month to the Subscriber at his current mailing address on file (or the designated agent authorized by the Subscriber), indicating the date upon which water service will be disconnected (i.e., the second working day of the month following the month that the Notification of Suspension for Nonpayment is mailed). In the case of delinquency by an alternate agent designated pursuant to Paragraph 3.15, such as a renter, the Subscriber shall be provided written notice of the delinquency prior to disconnection.

- 2.19 Arrangements to Pay. After a Notification of Suspension for Nonpayment is issued, to retain water service, the Subscriber must pay the full amount past due before the first working day of the month following the month that the Notification of Suspension for Nonpayment is mailed. If extenuating circumstances warrant, the Board may consider other arrangements from bringing the account current. A request for other arrangements must be made immediately. The maintenance personnel are not authorized to receive money and/or checks from the Subscriber for past due accounts. All payments must be made at La Plata West Water Authority's PO Box or other location as designated by the Board prior to the disconnection date.
- 2.20 Work Order for Disconnection. Any account that is delinquent, in which the Subscriber has not made an acceptable payment arrangement, shall be listed on a work order for disconnection of water service on the first working day of the month following the Notification of Suspension for Nonpayment.

## SUSPENSION OF SERVICE

- 2.21 Suspension for Nonpayment. The suspension of service for the non-payment of water services.
- 2.22 Disconnection. Disconnection of the Subscriber's water service occurs on the second working day of the month following the month that the Notification of Suspension for Nonpayment is mailed to the Subscriber's address currently on file. Disconnection will occur at the earliest possible time of day, providing that the second working day is not a Friday in which case the Disconnection will occur on the following business day. The disconnection work order shall be approved by the Board and/or its designated agents. The Subscriber shall remain responsible for all charges, including base charges, accruing while service is suspended.
- 2.23 Administration Fee. An administration fee will be charged to all accounts subject to a disconnection work order. The administration fee will be charged on the date the work order is issued. If the Subscriber is unable to pay the administration fee, it will be added to the Subscriber's water account. If water service is disconnected, an administrative fee will be charged in order to restore water service to the Subscriber. If a Subscriber wishes to have water service restored after normal business hours, an additional administrative fee may apply.
- 2.24 Payment Arrangements. An arrangement for partial payment must be approved by the Board and/or its designated agents. **All such arrangements shall be made prior to the first working day of the month following the month that the Notification of Suspension for Nonpayment is mailed.**
- 2.25 Reinstatement of Service. A service that is suspended for nonpayment may be reinstated upon the payment of all charges. The Board may require the payment of other costs and fees prior to reinstatement. If a Subscriber wishes to have water service restored after normal business hours, an additional administrative fee may apply.
- 2.26 Cancellation of Subscribership. If an account remains delinquent 90 days after Disconnection, the Board may elect to cancel the subscribership(s) associated with the delinquent account. A

Subscribership that is cancelled may not be reinstated. A new Subscribership may be made only after all past due charges associated with the Parcel are paid in full. The Board shall be entitled to and may exercise its rights to place a lien against the Parcel serviced by the delinquent Subscribership if the Subscribership is cancelled and monies are owed to the La Plata West Water Authority.

2.27 General Water Rates. Please see attached Table 4.

2.28 Flush Valves-Purpose and Use. La Plata West Water Authority will use flush valves for flushing water lines. Any other uses of flush valves must be approved by the Board. It shall be unlawful for any person or entity to obstruct access to the flush valve, or to open or operate any flush valve without the permission of the Board. Unlawful usage of a flush valve shall be subject to civil and/or criminal penalties, as well as other penalties that may be imposed by the Board.

2.29 Right of Inspection. Any authorized employee, agent, or representative of the La Plata West Water Authority shall, upon presentation of credentials, have free access at reasonable hours by appointment if necessary to any Parcel supplied by La Plata West Water Authority for the purpose of making an inspection of the water system either outside or inside the unit. After providing notice to the Subscriber, the Board and/or its designated agents may suspend water service to any Parcel where an authorized employee has been refused admittance.

2.30 Water System Structures Clearances. No person shall place upon or about any water line, flush valve, valve, valve box, curb box, water meter box, or other appurtenant structure connected with the water system, any material, structure or other utility line that will prevent free access to the same at any time. Setbacks for all improvements (not limited to septic systems, telephone, cable lines, electrical lines, gas lines or any structure) shall meet or exceed all state and local regulations. It is the responsibility of the property owner to ensure that the standards are met. The property owner shall remedy all noncompliance and shall be liable for any and all damages resulting therefrom. (Please see Cross-Connection Control Program)



## CROSS-CONNECTION CONTROL PROGRAM

- 3.30 Subscriber Compliance. All Subscribers shall comply with the Safe Drinking Water Act of 1974 (amended 1974-1996) and Article 12 of the Colorado Primary Drinking Water Regulations and the La Plata West Water Authority Cross-Connection Control Program. In addition, Subscribers are required to complete a survey that identifies possible cross connections and return the survey to the Board. Failure to comply may disrupt service.
- 3.31 Law. Colorado State law provides that any person, association or corporation, or the officers thereof, who violate the provisions within the Cross-Connection Control Program is guilty of a misdemeanor. If convicted of the misdemeanor, the person(s) can be punished by fines of not more than one thousand (\$1,000) dollars or by imprisonment in the county jail. In addition to such fines and imprisonment, the person(s) shall be liable for all fees and expenses incurred by La Plata West Water Authority or health authorities in removing such nuisance, source of filth, or cause of sickness. Conviction under the penalty provisions of this or any other public health law does not relieve the person from any civil action in damages.
- 3.32 Interruption of Service. The water service/supply may at any time be shut off from La Plata West Water Authority supply or mains without notice due to emergencies or for the purpose of making repairs, extensions, or other necessary work. Subscribers who require a continuous supply of water must take necessary steps, such as installation of a water storage facility on their premises, in case the water supply is interrupted for any reason. La Plata West Water Authority does not guarantee a continuous supply of water. Subscribers who have temporary storage facilities shall abide by all cross connection rules and regulations. La Plata West Water Authority will not haul or carry water to any Subscriber in the case of interruption of service.
- 3.33 Irrigation and Sprinkling. La Plata West Water Authority does not warrant that there is a sufficient water supply for the purpose of irrigating and sprinkling. La Plata West Water Authority has the right to make certain rules and regulations for use of water supplied for irrigation and sprinkling. The Board may impose restrictions and/or time limitations on sprinkling or irrigation based on area or system wide use.

## LINE EXTENSIONS

- 3.34 Line Extensions. Upon application for new service, it may be required that the applicant participate in system upgrades as required to provide adequate flow and pressure to the new service or to prevent excessive degradation of service quality to existing customers. Determination of quality of service shall be determined exclusively by the La Plata West Water Authority, its engineers, and/or other designated agents. The following rules apply to line extensions and/or line upgrades with the exception of lines and appurtenant structures installed within a Parcel.
- 3.35 Approval. All waterline extensions and upgrades must be preapproved by the Board.

- 3.36 Costs. All waterline extensions and/or line upgrade planning, easement, right-of-way, and construction costs shall be the responsibility of the initial person(s) requesting or required to do a waterline extension or waterline upgrade. Costs will be initially estimated by the La Plata West Water Authority, its engineers, and/or other designated agents and shall be prepaid in the estimated amount prior to Board approval of construction. Reimbursement or additional payment shall be required once the actual construction costs are known.
- 3.37 Completion. Construction of waterline extensions will be designed, constructed, and commissioned by the La Plata West Water Authority, its engineers, and/or other designated agents, acting under direction of the Board. Construction may be performed by the applicant only in rare instances and only under a negotiated agreement with the Board, which may include reimbursement to La Plata West Water Authority for additional construction observation costs and performance bonds. All waterline extensions shall be completed no later than twenty-four (24) months from the date of the project inception/payment received. Extensions that shall require more than the twenty-four (24) months to complete shall be requested by the initial person(s) in writing and must be approved, in writing, by the Board.
- 3.38 Specifications. All waterline and appurtenant structure construction must adhere to La Plata West Water Authority specifications. All materials used shall meet or exceed the minimum criteria established by La Plata West Water Authority. Costs for performing all engineering, design, pressure tests, as-built information and preliminary cost estimates and any other costs associated with the extension project shall be the responsibility of the initial person(s) requesting or required to do a waterline extension or upgrade.
- 3.39 Ownership. All waterline extensions and upgrades shall, upon acceptance by the Board, become the property of La Plata West Water Authority. No water shall be turned on and made available for service until the Board has accepted the line extension or upgrade. Acceptance of an improvement and the La Plata West Water Authority ownership thereof shall become effective upon the date of completion of all of the following:
- A. Successful bacteriological disinfection of the extension or upgrade has been performed.
  - B. Hydrostatic leakage and pressure tests have been performed and meet or exceed construction parameters.
  - C. Final Inspection by La Plata West Water Authority, its engineers and/or other designated agents.
  - D. Payment for all costs associated with the extension or upgrade has been received.

#### **IV DEVELOPMENT**

- 4.1 Line Extension and/or Upgrades. Subsequent to final design of a project phase, if line extensions for new subscriptions or planned subdivisions are required, including line extensions within a planned subdivision, the subscriber or developer shall pay fees and costs as defined in Sections 3.34 through 3.39 above.

- 4.2 Affirmation of Water Availability. Developers seeking affirmation of water availability shall submit a Water User Agreement seeking acquisition of a Subscribership. In the sole discretion of the Board, the Board may approve the application and execute the Water User Agreement if the following conditions are satisfied:
- A. Parcels. The Water User Agreement shall designate a Parcel that is described and identified according to law.
  - B. Fees. The Water User Agreement shall be accompanied by the appropriate fee(s).
  - C. Mainline Costs. All costs for mainlines, appurtenant structures, design, inspections, and other services involved in the construction of a distribution system within the subdivision shall be borne by the developer.
  - D. Easements. The developer shall furnish to the Board adequate and recordable easements and required surveying, over, under, and across all portions of the facilities locations as may be necessary to serve each Parcel within the Division of Land. All easements and right-of-ways shall be free of obstacles that may interfere with the construction of La Plata West Water Authority water facilities. If the developer's Division of Land involves road construction, all roads and drainage-ways will be brought to grade by the developer prior to the commencement of the installation of La Plata West Water Authority water facilities. No pavement or curbs shall be installed prior to completion of all water facilities. If any street, road, alleyway, driveway or drainage-way is installed at a different grade or location, the developer shall bear all the costs incurred by La Plata West Water Authority to relocate water facilities as a result of said facilities having improper cover or location. Such costs shall be non-refundable.
  - E. Outside of Division of Land. La Plata West Water Authority may require line extensions or line upgrades to be done outside the Division of Land in order to ensure an adequate supply of water is available for the general area. The costs and fees associated with all line extensions and/or line upgrades shall be borne by the Developer.
  - F. Extensions / Upgrades. The Board may require line extensions and/or line upgrades to be done outside the Division of Land in order to ensure an adequate supply of water is available for the development. The initial cost of all line extensions and/or line upgrades shall be borne by the Developer.
  - G. Ownership. All water facilities installed within a Subdivision shall become the sole personal property of La Plata West Water Authority, upon written acceptance by the Board. The developer shall have no right, title, or interest in or to any such facilities after written acceptance. Water delivery to any Parcel shall not commence until written acceptance has occurred.
  - H. Commercial. Commercial Units within a Division of Land that require something other than a Primary Subscribership shall be negotiated with the Board.
  - I. Forgoing Apply. All of the terms and conditions in Articles I, II, and III, relating to Subscriptions, Service Connections, Meter Pits, and Fees apply.