

RULES AND REGULATIONS

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**EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
6201 South Gun Club Road
Aurora, Colorado 80016
Phone: 303-693-3800**

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**EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

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ARTICLE I

GENERAL

1.1 Enactment

These rules and regulations are adopted by the East Cherry Creek Valley Water and Sanitation District Board of Directors in accordance with the authority set forth in Title 32, Article 1, Part 1 of the Colorado Revised Statutes.

1.2 Availability of Service

Water and sewer service from the District shall be available in accordance with these Rules and Regulations and on the basis of the charges established therefore from time to time and subject to all penalties and charges for violation thereof, or any statutes applicable and subject to availability of facilities and adequate capacity in those facilities.

1.3 Notice to the District by Owners and Customers

It shall be the responsibility of each Owner and Customer to immediately notify the District of any change in the use or user of the water supplied through the Owner's tap, including but not limited to, a change of lessee. In response to a request by the District, each Owner shall provide the District with a certification listing all current tenants of the property. The list shall indicate whether any of the tenants' discharge to the sanitary sewer system has materially changed from the previous year and shall be signed by a responsible party for each tenant. Each Owner and Customer will be periodically required to complete a Waste Water Survey form to assure compliance with the District's Pretreatment Program.

1.4 More Restrictive Rules and Regulations

Notwithstanding any other provision of these Rules and Regulations, the Rules and Regulations of any political subdivision receiving service from The District, to the extent they are more restrictive, shall apply.

1.5 Compliance with Plumbing or Building Requirements

Nothing herein provided shall be deemed to relieve any person from compliance with the plumbing or building codes of Arapahoe County, City of Centennial or any other State or local plumbing or building requirements.

1.6 Amendments

These Rules and Regulations may be amended from time to time by the Board in the same manner as the original was adopted.

1.7 Severability

If any section, subsection, paragraph, clause or other provision of these Rules and Regulations shall for any reason be held to be invalid or unenforceable, such decision shall not affect the remaining provisions of these Rules and Regulations.

1.8 Control and Operation of Facilities

All water and sanitary sewer facilities shall be under the management of the District Manager and the control of the Board. No other person shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the District's facilities.

1.9 Control of Works

If, for any reason, the District deems it necessary to delay or stop work on any water or sanitary sewer facilities to be connected to the District's facilities, a stop order by the District Manager shall be issued and delivered to the Customer or person or their representative on the job. Work shall cease in an orderly manner with proper safety measure and protection for materials, equipment, property and other phases of the job. Work shall not be resumed until issuance of a proceed order. Such decision shall not be the basis of any claim by the Customer or any other person for direct, indirect, consequential or other damage by reason of any such action, but may be appealed to the Board.

1.10 Other Charges

Whenever any Person, Owner or Customer fails to perform any act required by these Rules and Regulations, performs any such act in a negligent manner or performs any act prohibited by these Rules and Regulations, the District may, at its discretion, correct any problem created thereby. In such event, all costs incurred by the District shall be charged and paid pursuant to Article XV thereof. Such charge shall be a lien against the property until paid. Except in cases of an emergency, notice shall be given and the Customer or person may appeal the necessity for the charge and the amount thereof.

ARTICLE II

DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

- 2.1 “Actual Cost.” Shall mean all direct costs applicable to the construction of a given facility, including construction, engineering, inspection, plan approval fees, etc.
- 2.2 “Attorney.” That person who qualifies as an attorney under the statutes of the State of Colorado, and has been selected to act in such capacity by the Board of Directors.
- 2.3 “Authority.” South East Metro Stormwater Authority (SEMSWA)
- 2.4 “Auxiliary Water Supply.” Any water supply on or available to the premises other than the approved public potable water supply, including water from another purveyor's public potable water supply or any natural source such as a well, spring, or stream.
- 2.5 “Back Pressure.” Backflow caused by a pump, elevated tank, boiler or other means that could create pressure within the system greater than the supply pressure.
- 2.6 “Back-siphonage.” The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system, from any source other than its intended source, caused by the sudden reduction of pressure in the potable water supply system.
- 2.7 “Backflow Prevention Device.” A device or other means designed to prevent backflow or back-siphonage, as follows:
 - 2.7.1 “Air Gap.” The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the edge of the vessel from which water overflows, which shall be at least double the diameter of the supply pipe, measured vertically above the top of the rim of the vessel and, in no case less than one inch. When an air-gap is used at the service connection to prevent the contamination or pollution of the public potable water system, an emergency by-pass shall be installed around the air-gap system and an approved reduced pressure principle device shall be installed in the by-pass system.
 - 2.7.2 “Reduced Pressure Principle Device.” An assembly of two independently operating approved check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The device shall operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow the pressure between the two check valves shall be less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere.

- 2.7.3 “Double Check Valve Assembly.” An assembly of two independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve.
- 2.8 “Board” and “Board of Directors.” The governing body of the East Cherry Creek Valley Water and Sanitation District.
- 2.9 “Building Sewer.” A sewer conveying wastewater from the premises of a Customer to a District sewer line.
- 2.10 “Check Valve.” A self-closing device which is designed to permit the flow of fluids in one direction and to close if there is a reversal of flow.
- 2.11 “City.” City of Centennial.
- 2.12 “Contractor.” Any person performing work or furnishing materials, directly or indirectly, to the District.
- 2.13 “County.” Arapahoe County, Colorado.
- 2.14 “Cross-Connection.” Any physical arrangement connecting a public water supply, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains, or may contain, contaminated water, sewage, or other waste of liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply. The term includes bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which, or because of which, backflow could occur. A controlled cross-connection means a connection between a potable water system and a non-potable water system that includes an approved backflow prevention device which has been properly installed that will continuously afford the protection commensurate with the degree of hazard.
- 2.15 “Customer.” Any person authorized by the District to use water, connect to a water main, or discharge wastewater to the sanitary sewer system, or owning or occupying land within the District storm drainage service area.
- 2.16 “Developer.” Any person who participates as an owner, promoter, developer, or sales agent in the planning, platting, development, promotion, sale, or lease of a residential or commercial subdivision within the District.
- 2.17 “District.” East Cherry Creek Valley Water and Sanitation District.
- 2.18 “District Engineer.” The person who has been selected to act in such capacity by the District.
- 2.19 “District Manager.” The person designated by the Board as the District Manager.
- 2.20 “District Technical Specification.” Water System Technical Specification and Sanitary Sewer System Technical Specifications approved by the District Manager.

- 2.21 “Domestic Service.” Service to and for facilities for human comfort and convenience for normal household, residential or light office use.
- 2.22 “Drainage Facilities.” All capital improvements related to the drainage utility, except that bridges and culverts for roadway or other access ways shall not be considered as a part of the District’s drainage system unless specifically so designated by the District. All drainage facilities shall be segregated into categories as follows:
- 2.22.1. Local drainage facilities include all collection storm sewers, inlets, catch basins, collection system discharge outlets, water quality ponds and other appurtenances and all storm water transmission pipelines.
 - 2.22.2. Regional drainage facilities include all detention ponds and appurtenances as accepted by the District, all drainage ways (channels) serving tributary areas greater than 100 acres and oversized storm water transmission lines.
 - 2.22.3. “Oversize Costs.” The cost of oversizing local, regional, or collector storm sewers (those serving less than 100 acres) so that they may provide the extra capacity necessitated by simultaneously transmitting flows from upstream area (if such flows are over and above historic rates). No sewer 24" in diameter or smaller shall be the responsibility of the District. The design must be approved by the County or City and the District and to be maintained by the County, City or Authority.
- 2.23 “Licensed Plumber or Pipe Layer.” A master plumber who has been licensed by the county.
- 2.24 “Metro District.” The Metro Wastewater Reclamation District, a political subdivision of the State of Colorado.
- 2.25 “Owner.” Any person who participates as an owner, promoter, developer, or sales agent in the planning, platting, development, promotion, sale, or lease of a residential or commercial subdivision within the District.
- 2.26 “Permit.” Written permission of the District to connect to a water or sewer main of the District pursuant to the Rules and Regulations of the District.
- 2.27 “Person.” Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns, including any person or entity contracting with the District for sewage service. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.
- 2.28 “Public Entity.” The state, county, city and county, incorporated city or town, school district, special improvement district, and every other kind of district, agency instrumentality, or political subdivision of the state organized pursuant to law.
- 2.29 “Service Line.” The pipe, line or conduit from the water or sewer main to an individual house or other structure. Service lines are constructed by the builder, and connect buildings to the District’s water and sewer mains in streets or right-of-ways.

- 2.30 “Sewer Main.” Any sewer pipe, line or portion thereof owned by the District.
- 2.31 “Sewer Tap.” The connection of a service line to a sewer main.
- 2.32 “Storm Water.” Any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.
- 2.33 “Stub-In.” The connection point of the service line to the water or sewer main.
- 2.34 “Tap or Connection.” The connection of the service line to the structure which it is to serve.
- 2.35 “Vacuum Breaker, Atmospheric Nonpressure Type.” A vacuum breaker designed so as not to be subjected to static line pressure or installed where it would be under pressure for not more than twelve hours in any twenty-four hour period.
- 2.36 “Vacuum Breaker, Pressure Type.” A vacuum breaker designed so as not to be subjected to static line pressure.
- 2.37 “Water Main.” Any water pipe, line, or portion thereof, owned by the District.
- 2.38 “Water-Service Connection.” The terminal end of a service connection where the District loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the water service connection shall be the downstream end of the meter. The term shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.
- 2.39 “Water Supply System.” Includes two parts: The Utility System and the Customer System. The Utility System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the utility, up to the point where the customer's system begins. The source shall include all components of the facilities utilized in the production, treatment, storage and delivery of water to the distribution system. The distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system. The customer's system shall include those parts of the facilities, beyond the termination of the utility distribution system, which are utilized in conveying utility-delivered domestic water to points of use.
- 2.40 “Water Tap.” The connection of a service line to a water main.
- 2.41 Any other term not herein defined shall be defined as present in the Glossary B Water and Sewer Control Engineering, A.P.H.A., A.W.W.A., A.S.C.E., and F.W.S.A., latest editions. Various other definitions may be found in the District's Water and Sewer Technical Specifications, in the Rules and Regulations of the Metro Wastewater Reclamation District which can be found at <http://www.metrowastewater.com/aboutus/Pages/reports.aspx> and in the Standards and Specifications of the City of Aurora which can be found at <https://www.auroragov.org/DoingBusiness/WaterandOtherUtilities/index.htm>

ARTICLE III

INCLUSIONS

- 3.1 All persons requesting inclusion of land within the District shall submit a Petition for Inclusion of Land in a letter format directed to the District Manager including the following items:
 - 3.1.1 An Owner who desires service from the District must include all of the property which is in the same ownership and which is contiguous.
 - 3.1.2 The Petition for Inclusion of Land shall be accompanied by a deposit as determined by the District Manager. The deposit is for the attorney's fees and costs incurred in conjunction with the Petition for Inclusion of Land.
 - 3.1.3 Upon receipt of the above, the District Manager shall have a notice published for a public hearing on the Petition. The hearing shall be held at the next regular Board meeting which is at least 10 days from the date of publication.
- 3.2 The Board shall approve or deny the petition, in whole or in part, with or without conditions.
- 3.3 Approval shall be conditioned on the petitioner's satisfactory completion of any or all of the following conditions:
 - 3.3.1 The Board and the petitioner entering into an inclusion agreement, if deemed necessary by the Board at its sole discretion.
 - 3.3.2 Payment of the inclusion fee which, the Board will determine on an individual basis, after reviewing the specific requirements of the subject piece of property. The historical inclusion fee has been one thousand dollars (\$1,000.00) per acre.
 - 3.3.3 The cost of the feasibility study required in Section 4.10.2 of these Rules and Regulations shall be included in this fee.
 - 3.3.4 Conveyances of all ground water rights, when applicable, and when applicable other water rights to allow the District to serve the property.
 - 3.3.4 The execution of a tap purchase agreement as required by Section 4.10.5 of these Rules and Regulations.

ARTICLE IV

REQUIREMENTS FOR WATER AND SEWER SERVICE

4.1 General

- 4.1.1 Service will typically be furnished only to persons whose property is included in the District.
- 4.1.2 Acceptance of service will constitute the agreement of the Customer to abide by the Rules and Regulations of the District, including the payment for the service at the rates established in Exhibit A – Rates, Fees, and Charges.
- 4.1.3 The District is obligated by contract with the City of Aurora to deliver only such sewage that conforms to the sewage standards of the Metropolitan Wastewater Reclamation District (the Metro District) with respect to solids, biochemical oxygen demand, suspended solids, and which does not contain deleterious wastes as defined by the City and the Metro District.
- 4.1.4 All waste discharged into the sewer system shall fully comply with the Rules and Regulations of the Metro District and the City of Aurora.

4.2 Service Outside the District

- 4.2.1 The Board may, if it deems advantageous to the District, furnish service to properties located outside the boundaries of the District, but, under no circumstances, shall the District construct any mains, at its own expense, to serve such properties.
- 4.2.2 Charges for furnishing service outside the District shall be at the discretion of the Board. The charge for service outside the District will be at least equivalent to the cost of such service for which such property would be responsible if it were a part of the District. The Board, in its discretion, may charge higher connection fees and inspection fees for properties not located within the District.
- 4.2.3 These Rules and Regulations shall be applicable to all property owners whose property is furnished services by the District.
- 4.2.4 Service to property outside the District shall be considered a revocable license. The District reserves the right to discontinue the service to property outside the District when, in the sole judgement of the Board, it is for the best interest of the District to do so.

4.3 Denial of Service

- 4.3.1 The District reserves the right to deny application for service on any of the following grounds:
- a. The connection of the system to applicant's existing plumbing would constitute a cross-connection to an unsafe water supply; or
 - b. The service applied for would create an excessive demand on the facilities; or
 - c. Misrepresentation in the application as to the property and fixtures contained in the property or the use to be made of the water supply; or
 - d. The Board determines that service to the property is not reasonably feasible based upon engineering and economic considerations.

4.4 Changes in Equipment or Service

- 4.4.1 No change in the Customer's equipment or service shall be made without the prior written approval of the District.
- 4.4.2 Prior to making any change in water service or meter installation, a Customer shall file an application with the District at least thirty (30) days prior to making the proposed change.

4.5 Unauthorized Turn On

No person other than employees or officials of the District shall turn on water service. A fee will be assessed on the account as outlined in Exhibit A – Rates, Fees, and Charges.

4.6 Liability for Payment

The property, the property owner, and the occupant are equally liable for the rates, fees and charges of the District. The District assumes no responsibility for any agreements made between landlords and tenants. The District may hold the water user, occupants, or property owner jointly liable for all rates, fees and charges. All such charges shall constitute a lien on the property as provided in C.R.S. §32-1-1001(1)(j)(l)

4.7 Meter Readings

Any special meter readings within the District may be charged to the owner of the property at which the meter is located. The fee is set forth in Exhibit A – Rates, Fees, and Charges.

4.8 Independent Connections

Each unit shall have an independent connection to the facilities of the District. No sewer connection shall be interconnected with any other sewage disposal system unless specifically allowed by the District.

4.9 Single Taps

- 4.9.1 Any person desiring single tap service shall submit a written request for service to the District. The written request shall include a legal description of the location proposed for service; irrigation and mechanical plans; and a proposed tap size.
- 4.9.2 Applications for single tap service shall be considered on an individual basis, and shall be granted or denied based on the availability of facilities and adequate capacity in those facilities.
- 4.9.3 Tap fees must be paid prior to issuing the Service Availability letter required by the City or the County.
- 4.9.4 The final tap size shall be submitted by the applicant and approved by the District.

4.10 Requirements for Service for Multi-Taps

- 4.10.1 Any person desiring multi-tap service shall submit a written request for service to the District. The written request shall include the following information:
 - a. A legal description of the area proposed for service.
 - b. Proposed uses for the development, indicating zoning and number of units by different categories such as residential, multi-family, commercial, etc.
 - c. Any maps available which show the general layout of the proposed development and the topography of the ground.
 - d. Estimated number of water and sewer taps (in single family equivalents) required to service area.
 - e. Estimated number of water and sewer taps per year, from initial construction through total build out.
 - f. Occupancy projections.
 - g. The date actual facilities will be needed.
 - h. Information on water rights, if any, owned by the applicant, including copies of well permits, groundwater reports from an engineer or hydrologist, and any Water Court Decree relative to the adjudication. If available, information relative to quality and pumping rates of the water.
 - i. Information relative to the development that might impact the standards referred to in Section 4.1.3.
- 4.10.2 Upon receipt of the requested information, the District Engineer shall prepare a feasibility study to determine the feasibility of providing water and sanitary sewer service to the property and the effect on the District's water and sewer facilities, including the estimated water demands, estimated sewage flows, the facilities

required, and projected costs.

- 4.10.3 The total allowable average flow must comply with the District's contract with the City of Aurora which limits flow to the equivalent of 3.5 single family units per gross acre.
- 4.10.4 If service to the requested property is feasible and service would comply with the terms of the Aurora Sewer Contract, the request shall be submitted to the District Manager for review.
- 4.10.5 If the Board determines that service to the requested property is feasible from an engineering and financial standpoint, a tap purchase agreement shall be prepared. The District will provide services only upon execution of a Tap Purchase Agreement.

4.11 Twelve-Inch Equivalency Policy

When the District constructs any water or sanitary sewer transmission or collection lines 12 inches or larger in diameter which serve the property adjacent to the line as determined by the District Engineer, the developer/owner shall pay to the District only the costs of constructing an equivalent 12-inch diameter pipeline. The construction costs shall include the pipeline and appurtenances, plus applicable engineering design fees, surveying costs, geotechnical costs, and construction observation and initial testing costs. Said costs shall be payable after the construction is complete and prior to service being provided to the affected property from that line. If the line is in a right-of-way and properties on both sides of the line are served from the line constructed by the District, the costs of the 12-inch equivalent are divided equally to both sides of the right-of-way and between owners on either side, based on frontage to the facility.

Any costs incurred by the District for oversizing such water lines or sanitary sewer lines or both to a size in excess of 12 inches in diameter, including engineering design fees are not included within the 12" policy.

ARTICLE V

EASEMENTS

- 5.1 Easements are required whenever a water main or sewer (storm or sanitary) main is not in a public right-of-way.
- 5.2 All water main and sewer main easements must be a minimum of 30 feet in width and may be non-exclusive easements.
- 5.3 No main shall be located less than 10 feet from the edge of the easement.
- 5.4 All easements granted to the District shall be provided at no cost to the District.
- 5.5 All easements shall be free of any superior liens and encumbrances.
- 5.6 Prior to acceptance of an easement by the District, a legal description of the property prepared by a registered professional land surveyor shall be provided to the District Engineer and to the District's Legal Counsel. The District Engineer will review the legal descriptions. The legal description shall be accompanied by a drawing depicting the easement which shall not exceed eight and one-half by eleven inches in size.
- 5.7 Accompanying the legal description to District Counsel shall be a title commitment sufficient to show that the proposed easement is free and clear of all superior liens and encumbrances. The title commitment does not have to be site specific to the easement, but the area covered by the commitment must contain the complete proposed easement. The District may require a title policy insuring that the District's title is free of all superior liens and encumbrances.
- 5.8 The Grantor shall also provide to the District Engineer and Counsel the name and address of the Grantor's contact person to provide any additional information as may be necessary and for the transmittal of documents for signature.
- 5.9 If the easement is encumbered by a deed of trust, the Grantor will be required to obtain a release of the deed of trust or a consent and subrogation agreement by the holder of the Deed of Trust for the easement property.
- 5.10 The District's Attorney shall prepare an easement deed in the form approved by the Board (Exhibit B). No construction shall be permitted until the District has received the executed easement deed.
- 5.11 If the easement requires any special provisions or is in a form other than the District's standard form, the District Manager may negotiate the terms of the easement with the Grantor. No such easement shall be accepted without the approval of the Board.
- 5.12 Prior to the acceptance of mains within easements, the District shall be provided with record drawings stamped by a registered professional land surveyor.

ARTICLE VI

TAPS AND TAP EQUIVALENTS

6.1 General – Water

- 6.1.1 No water tap shall be made on any water main, either public or private, or any other portion of the waterworks of the District without first securing the approval of the District. The application for a water tap permit shall be made in writing upon a form furnished by the District and shall clearly state the tap size, address, and person applying for tap and any other information as the District may reasonably require.
- 6.1.2 Where any unit currently having a water tap is demolished, and a building permit for reconstruction purposes is issued within one year of the date of demolition, no new tap fee shall be required and the new unit shall be regarded as being served by the tap in service prior to demolition of the unit. Failure to obtain a building permit within the one year period shall constitute an abandonment of the water tap and the service commitment and any subsequent construction shall be done in conformance with the then current Rules and Regulations of the District.
- 6.1.3 Where any unit currently having a water tap is vacant for more than thirty-six consecutive months, it shall constitute an abandonment of the water tap and service commitment and the meter shall be removed by the District. Any subsequent occupation of that unit shall be done in conformance with the Rules and Regulations of the District.
- 6.1.4 The relationship between the meter size and single-family equivalent taps is as set forth below:

Meter Size in Inches	Water Single-Family Equivalent Tap
3/4	1
1	2
1 1/2	4
2	8
3	18
4	36

6.2 General – Sewer

- 6.2.1 No person shall uncover, make any connections with or opening into, use, alter, or disturb any sewer or appurtenance thereof without the prior approval of the District. The application for a sewer tap permit shall be made in writing upon a form furnished by the District and shall state clearly the tap size, address and person applying for the tap and any other information as the District may reasonably require.

- 6.2.2 All costs and expenses incidental to the installation, connection and maintenance of the service sewer, from and including the tap on the sewer, shall be borne by the Customer. The Customer shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the service sewer.
- 6.2.3 A tap and service sewer must be installed for each premise, unit or structure served, except where two or more premises, units or structures are located on a single subdivided parcel of land under single or condominium ownership in which case one tap and service sewer may be permitted at the sole discretion of the District.
- 6.2.4 No persons shall abandon any service sewer without first obtaining a written authorization from the District. Such service sewer shall be sealed with a stopper and filler material at the tap specified by the District. Old service sewers may be used in connection with new units only if they are structurally sound and comply with the Rules and Regulations of the District. The cost of the examinations and tests shall be borne solely by the applicant.
- 6.2.5 Where any unit currently having a sewer tap is demolished, and a building permit for reconstruction purposes is issued within one year of the date of demolition, no new tap fee shall be required for a tap of the same size and the new unit shall be regarded as being served by the tap in service prior to demolition of the unit. Failure to obtain a building permit within the one year period shall constitute an abandonment of the sewer tap and the service commitment and any subsequent construction shall be done in conformance with the Rules and Regulations of the District.
- 6.2.6 Where any unit currently having a sewer tap is vacant for more than thirty-six (36) consecutive months, it shall constitute an abandonment of the sewer tap and service commitment. Any subsequent occupation of that unit shall be done in conformance with Rules and Regulations of the District.
- 6.2.7 The size, slope, alignment, materials and construction of all sewers including service sewers, and the method to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the District's Technical Specifications
- 6.2.8 The relationship between the meter size and single-family equivalent taps is as set forth below:

Meter Size in Inches	Sewer Single-Family Equivalent Tap
3/4	1.9
1	4.5
1 1/2	11
2	20
3	42
4	76

6.3 Tap Fees

- 6.3.1 The applicant shall be required to pay the fees set forth in the current Exhibit A - Rates, Fees, and Charges, the total of which shall be known as the tap fees, which shall be paid upon issuance of the tap permit(s).
- 6.3.2 Water taps and meters for the same service shall normally be the same size. If the tap and meter are of different sizes, the fee shall be paid for the larger.
- 6.3.3 If more than one tap or meter is required for one service solely for the purpose of fire service safety, no additional fee shall be required.

6.4 Single Family Residential Water and Sanitary Sewer Tap Fee

- 6.4.1 The Residential water tap fee is based on a $\frac{3}{4}$ inch meter and is assessed per dwelling unit basis.
- 6.4.2 Residential sewer tap fees are based on $\frac{3}{4}$ inch water tap size and assessed per dwelling unit basis.

6.5 Attached Residential Water and Sanitary Sewer Tap Fee

- 6.5.1 The Water Tap Fee shall be the greater of:
 - a. 0.50 of a single family tap for each individual dwelling unit within a building with more than 10 dwelling units/gross acre, excluding exterior roads, or;
 - b. 0.85 of a single family tap for each individual dwelling unit within a building with 10 or fewer dwelling units/gross acre, excluding exterior roads, or;
 - c. The meter size equivalent limited to the maximum flow allowed by the applicable plumbing code of the County or City.
 - d. Each building must have a separate water meter, except as provided in 6.2.3.
- 6.5.2 Tap fees for irrigation of areas adjacent to the buildings are included in the individual unit water tap fee listed above for single-family attached developments.
- 6.5.3 All meter sizing will be reviewed and approved by the District.

6.6 Sanitary Sewer Tap Fees

- 6.6.1 The tap fee shall be a single-family tap for each individual dwelling unit within a building.
- 6.6.2 The District shall review and approve the manner of connection from the units and building to the District's sanitary sewer system.
- 6.6.3 Tap fees for clubhouses, swimming pools, and other recreation or accessory uses

in attached residential are not included in the individual unit sewer tap fees listed above. Tap fees for these uses shall be calculated at the rates listed in Non-residential fee schedule in Exhibit A – Rates, Fees, and Charges.

6.6.4 Where additional units are to be served by a sanitary sewer previously installed and currently serving the original units, the service charge for said additional units shall be at the current rates.

6.7 Non-residential Water and Sanitary Sewer Tap Fee

6.7.1 Water Tap Fee.

- a. Payment of the tap fee is based on meter size equivalent. The maximum flow allowed is determined by applicable plumbing code of the County or City.
- b. Payment of the tap fee for an irrigation tap is based on area developed and type of ground cover, set forth in Exhibit A – Rates, Fees, and Charges.
- c. All meter sizing will be reviewed and approved by the District.
- d. No less than one meter shall be used for each structure.
- e. Each structure may use more than one meter if required or requested.
- f. The Water Tap Fee for high water use commercial facilities shall be determined by the District, in its sole discretion, at the time of application for the tap.

6.7.2 Sanitary Sewer Tap Fee.

- a. Payment of the tap fee is based on water meter size and assigned single family equivalents.
- b. Where additional capacity is needed to serve new or expanded facilities and the previously installed sanitary sewer is currently serving the original facility, the tap fee for the additional capacity shall be at the current rates.

6.7.3 The Sewer Tap Fee for high water use commercial facilities shall be determined by the District, in its sole discretion, at the time of application for the tap.

6.8 Irrigation Tap Fee

6.8.1 Tap fees for irrigation of right-of-way, medians, open space, greenbelt, private park areas, and other recreation or accessory uses in single-family developments or other developments are not included in the individual unit water tap fees listed above. Tap fees for these uses shall be calculated at the rates listed in Exhibit A – Rates, Fees, and Charges.

6.8.2 The District may approve a temporary irrigation tap for the initial establishment of landscape materials. Temporary irrigation tap fees are calculated at the rates set

forth in Exhibit A – Rates, Fees, and Charges. The Owner of the irrigation system has one year to abandon the system as outlined in the Technical Specifications under the supervision of an authorized representative of the District. If the system is not abandoned within one year, the Owner will be required to pay the full tap fees as calculated using the current year rates as identified in Exhibit A – Rates, Fees, and Charges.

ARTICLE VII

MAIN CONSTRUCTION

7.1 Specifications

All water and sewer lines shall be constructed in compliance with the District's Technical Specifications.

7.2 Locations of Water and Sewer Extensions and Additions

Water and Sewer mains shall be installed in public rights-of-way, or easements granted to the District.

7.3 Construction Plan Review and Acceptance

7.3.1 Water and sewer main extensions to the facilities of the District shall be made only under the supervision of the District Manager and District Engineer. Plans for extensions shall be submitted to the District Engineer for review. The District must approve all plans prior to release for construction. All water and sewer main extensions shall be constructed in conformance with the approved plans.

7.3.2 Upon final acceptance of construction plans, a pre-construction meeting shall be scheduled.

7.3.3 No construction may take place until a pre-construction meeting has been held and easements have been signed and recorded.

7.3.4 Plans and specifications are approved for a six-month period only. If construction has not begun within this six-month period, or if it has been halted and not restarted prior to the expiration of the approval period, the plans must be resubmitted for review and acceptance.

7.3.5 The Owner will be responsible for Plan Review Fees and Construction Observation Fees, as established by the Board of Directors and contained in the Summary of Rates, Fees, and Charges in Exhibit A- Rates, Fees, and Charges, and they must be paid at the time of the tap purchase.

7.4 Pre-Construction Meeting

The Contractor shall be responsible for arranging a pre-construction meeting prior to the start of any construction. The District Manager, District Engineer, Contractor, and Owner or Owner's Engineer must be present at this meeting. At the pre-construction meeting the telephone number where a responsible individual capable of taking immediate action on emergency situations related to the lines being installed can be reached twenty-four hours each day, seven days each week, throughout the period of installation and the one-year warranty period.

7.5 Construction Responsibilities

- 7.5.1 The Contractor shall be responsible for notifying the District Engineer and District Manager at least forty-eight (48) hours prior to the start of any construction. If work is suspended for any period of time after initial start up, the Contractor must notify the District Engineer twenty-four hours prior to restart.
- 7.5.2 If it is necessary to shut down any portions of the existing water system to make a connection, the Contractor will be responsible for notifying, in writing, the District which Customers will be affected by the water outage at least seventy-two hours prior to such outage. The District will notify the customers. No such outage shall be allowed except between the hours of 6:00 a.m. and 5:00 p.m. The District may require the Contractor to provide temporary water supply to Customers by means of tank trucks, temporary connections to charged facilities, or by other means.

ARTICLE VIII
SEWER SERVICE

8.1 General

The right to any use of the sewer system is only by permission granted by The District. The District reserves full right to determine all matters related to the control and use of its sewer system. The right to use of the sewer system shall be subject to suspension, disconnection, or revocation as set forth in Article 14 or in any intergovernmental agreement.

8.2 Service Lateral Size, Location and Installation

8.2.1 The District Manager shall approve the size, location and manner of accomplishing the installation of a service lateral. If a service lateral is installed by the Customer, the service lateral joints shall remain exposed until inspected and approved by an authorized representative of the District. The size, slope, alignment and materials of construction of the Customer's service lateral and the method to be used in excavating, placing of the pipe, jointing, testing and backfilling of the trench shall conform to the criteria set forth in the most current edition of the District's Technical Specifications and the applicable plumbing codes enacted and enforced by Arapahoe County, the City of Centennial or their successors.

8.2.2 No swimming pool drains, roof downspouts, exterior foundation drains, sumps, area drains or other sources of surface runoff or groundwater shall be connected directly or indirectly to a sanitary sewer unless such connection is approved by the District Manager.

8.2.3 Underdrain lines are not the responsibility of the District. The District may allow these lines to be placed near the District's facilities. The District does not take responsibility for the operations, maintenance, or replacement of these facilities.

8.2.4 All costs and expenses incidental to the installation and connection of the service lateral shall be at no cost to the District. The Customer shall reimburse the District for any loss or damage, which may directly or indirectly be occasioned by the installation of the service lateral.

8.3 Limitations on Service Connection

Subject to the approval of the District, the Customer is responsible for determining the number, size and location of service laterals required for service.

Should a service lateral be of the wrong size or at the wrong location and not in accordance with the approved plans or the District's Technical Specifications, the cost of all changes required to correct the situation shall be the responsibility of the Customer.

The Customer is responsible for ownership and maintenance of the service lateral in its entirety including the connection to the District's sewer main.

Any sewer main damaged as the result of abnormal use or damage to such facilities shall be repaired or reconstructed at the expense of the Customer or person responsible for such abnormal use or damage.

No unauthorized person shall uncover, make any connections with or open into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining written permission from the District Manager.

8.4 General Prohibition

No person shall discharge or cause to be discharged into a public sewer or in any area served by or under the jurisdiction of the District any harmful waters or wastes, whether liquid, solid or gas, capable of causing interference or obstruction to the flow in sewers, damage or hazard to structures, equipment or treatment processes, or hazards to the personnel of the District or which inhibits or disrupts the sewer system, its treatment processes or operations or its sludge processes, use or disposal.

8.6 Grease and Sand Interceptors

Each Customer shall at the Customer's expense, when required by the District in its sole discretion and as outlined in the District's Technical Specifications, install grease or sand interceptors sufficient to provide for the proper handling of liquid wastes containing excessive grease, excessive sand or other harmful ingredients. The failure to properly install and maintain such interceptors may result in the discontinuance of service and the imposition of the penalties set forth in Exhibit A – Rates, Fees, and Charges.

ARTICLE IX

CROSS CONNECTION AND BACKFLOW CONTROL

9.1 General

No water service connection shall be installed or maintained by the District unless the water supply is protected as required by State laws and regulations and these Rules and Regulations. Each Customer shall at the Customer's expense, when required by the District in its sole discretion and as outlined in the District's Technical Specifications, install and maintain equipment for cross connection and backflow control. The failure to properly install and maintain such equipment may result in the discontinuance of service and the imposition of the penalties set forth in Exhibit A- Rates, Fees, and Charges.

9.2 Inspections

The customer-user at any premises where backflow devices are installed shall have certified inspections and operational tests made at least once per year. In those instances where the District Manager deems the hazard to be great enough, District may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the Customer and shall be performed by a state certified inspector/tester. Backflow prevention devices shall be repaired, overhauled or replaced at the expense of the Customer whenever they are found to be defective. Records of tests, repairs and overhauls shall be kept for a period of two years and made available to the District Manager. A copy of the annual inspection shall be sent to the District.

9.3 Fire Systems

Whenever practicable, water systems for fighting fire derived from a supply that cannot be approved as potable shall be kept wholly separate from drinking water pipelines and equipment. Where the domestic water system is used for both drinking and fire fighting purposes, approved backflow prevention devices shall be installed to protect individual drinking water lines that are not used for fire fighting purposes.

ARTICLE X

CONVEYANCE AND ACCEPTANCE PROCEDURE

- 10.1 Before commencement of construction, the Owner shall submit a Conveyance and Acceptance Application to the District. Four (4) originals shall be provided.
- 10.2 Upon completion of construction, the Application shall be reviewed by the District for compliance with these rules and regulations and the plans and specifications for the facilities. If the District approves the Application, the facilities shall be conditionally accepted by the District.
- 10.3 When the utility lines and record drawings have been accepted, a copy of the District Conveyance and Acceptance Application granting probationary acceptance will be distributed to the Owner:
- 10.4 The probationary acceptance shall be for a period of one year. Prior to the expiration of the one year period, the utility lines shall be inspected for final acceptance and maintenance by the District. The Owner shall correct any deficiencies observed during the final inspection, within the time period set by the District.
- 10.5 After any deficiencies have been corrected the facilities will be finally accepted by the District.
- 10.6 Upon final acceptance, the District will deliver one copy of the executed Conveyance and Acceptance form to the Owner.

**ARTICLE XI
RESPONSIBILITY FOR REPAIRS AND MAINTENANCE**

11.1 Operation and Maintenance of District Facilities.

- 11.1.1. The District owns the District Facilities (defined below) and is responsible for the operation and maintenance thereof.
- 11.1.2. The District is responsible for the maintenance, repair, and replacement of the Water Main; Sewer Main; water meters (including end points, also known as remote reading units), meter pits, meter lids, meter vaults, and meter domes (collectively, the “Meter Component(s)”; hydrants; valves; and appurtenances thereto that have been constructed or accepted by the District (the “District Facilities”). District Facilities do not include Customer Water Service Lines (defined below), Customer Sewer Service Lines (defined below), internal pressure reducing valves (PRV), cross connection and backflow prevention devices, or interior meter yokes and settings, which are the responsibility of the Customer, Owner, and/or Developer.
- 11.1.3. The Customer, Owner, and/or Developer shall protect District Facilities from damage, including but not limited to damage caused by landscaping, traffic, and property improvements. The Customer, Owner, and/or Developer shall immediately notify the District of any damage to District Facilities. Any damage to the District Facilities or any other District property caused by the negligence, willful acts, or intentional torts of a Customer, Owner, and/or Developer shall be the responsibility of the Customer, Owner, and/or Developer.
- 11.1.4. If a Customer, Owner, and/or Developer becomes aware of a meter operating defectively or of any Meter Component maintenance needs, the Customer, Owner, and/or Developer shall notify the District immediately. The District, as the owner of the Meter Components, will be responsible for the maintenance, repair, and replacement of all Meter Components. In the event Meter Component maintenance or repairs are necessary due to the action or negligence of the Customer, Owner, and/or Developer, and not due to normal wear and tear, the District may charge the Customer, Owner, and/or Developer for the costs of any necessary repairs the District must perform.

11.2 Ownership and Maintenance of Customer Water Service Lines.

- 11.2.1. For property with an outside meter, the District is only responsible for the maintenance of water service lines from the Water Main up to the point of connection at the property-facing side of the meter. The District is not responsible for the maintenance of any portion of the water service line running from the point of connection at the property-facing side of the meter to the structure receiving service from the District, including any appurtenances thereto (e.g., internal pressure reducing valves (PRV), cross connection and backflow prevention devices, etc.) (the “Outside Meter Water Service Line”).

- 11.2.2. For property with an inside meter, the District is only responsible for the maintenance of the water service line from the Water Main to the curb stop connection. The District is not responsible for the maintenance of any portion of the water service line running from the property-facing side of the curb stop connection to the structure receiving service from the District, including any appurtenances thereto (e.g., internal pressure reducing valves (PRV), cross connection and back flow prevention devices, or interior meter yokes and settings, etc.) (the "Inside Meter Water Service Line, and collectively with Outside Meter Water Service Line, the "Customer Water Service Line").
- 11.2.3. The Customer, Owner, and/or Developer shall own and be responsible for any construction, installation, connection, maintenance, repair, and/or replacement of the Customer Water Service Line and related appurtenances and shall do so in conformity with these Rules and Regulations and the District Technical Specifications. All costs and expenses incident to the construction, installation, connection, maintenance, repair, and/or replacement of Customer Water Service Lines shall be borne by the Customer, Owner, and/or Developer.
- 11.2.3.1. All meters shall be installed outside and in pits, unless approved by the District in writing in advance of installation. Developers shall purchase meters and end points from the District.
- 11.2.3.2. The Customer, Owner, and/or Developer shall address leaks, breaks, or malfunctions in any Customer Water Service Line in accordance with Section 12.2 of these Rules and Regulations.
- 11.2.3.3. The Customer, Owner, and/or Developer shall indemnify the District for any loss or damage that may directly, or indirectly, be occasioned by the construction, installation, connection, maintenance, repair, and/or replacement of a Customer Water Service Line both during construction and perpetually thereafter.
- 11.2.3.4. Employees of the District are prohibited from performing any construction, installation, connection, maintenance, repair, and/or replacement of the Customer Water Service Line on behalf of the Customer, Owner, and/or Developer.
- 11.2.4. As set forth in Section 11.2.3, all Customer Water Service Lines shall be the property of the Developer, Owner, or Customer. This shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain, or otherwise affect the Customer's, Owner's, or Developer's Customer Water Service Line in accordance with these Rules and Regulations. The Customer's, Owner's, or Developer's ownership of the Customer Water Service Line shall not entitle the Customer, Owner, or Developer to make unauthorized uses of any facilities owned or operated by the District. All uses of the Customer Water Service Line or its appurtenances at any time after the initial connection to the Water Main shall be subject to these Rules and Regulations, the District Technical Specifications, and all applicable policies and procedures of the District.

- 11.2.5. The Customer, Owner, and/or Developer is responsible for installing and maintaining, at its sole cost and expense, all pressure modifying devices and appurtenances, including internal pressure reducing valves (PRV).

11.3 Ownership and Maintenance of Customer Sewer Service Lines.

- 11.3.1. The Customer, Owner, and/or Developer shall own and be responsible for any construction, installation, connection, maintenance, repair, and/or replacement of the sewer service line and all related appurtenances from the Sewer Main to the connection at the structure receiving service from the District (the "Customer Sewer Service Line") in conformity with these Rules and Regulations and the District Technical Specifications. All costs and expenses incident to the construction, installation, connection, maintenance, repair, and/or replacement of Customer Sewer Service Lines shall be borne by the Customer, Owner, and/or Developer.

11.3.1.1. The Customer, Owner, and/or Developer shall address leaks, breaks, or malfunctions in any Customer Sewer Service Line in accordance with Section 12.2 of these Rules and Regulations.

11.3.1.2. The District may reimburse the Customer, Owner, and/or Developer for up to fifty percent (50%) of the actual expenses for repairs from the Sewer Main to the property boundary or the back of the public sidewalk, whichever is further. The amount to be reimbursed shall not exceed \$4,000.00. In order to be eligible for reimbursement in accordance with this Section, the Customer, Owner, and/or Developer must contact the District and receive the District's written approval prior to conducting the repair, and the District may request the repair be performed under the District's supervision.

11.3.1.3. The Customer, Owner, and/or Developer shall indemnify the District for any loss or damage that may directly, or indirectly, be occasioned by the construction, installation, connection, maintenance, repair, and/or replacement of a Customer Sewer Service Line both during construction and perpetually thereafter.

11.3.1.4. Employees of the District are prohibited from performing any construction, installation, connection, maintenance, repair, and/or replacement of the Customer Sewer Service Line on behalf of the Customer, Owner, and/or Developer.

- 11.3.2. As set forth in Section 11.3.1, all Customer Sewer Service Lines shall be the property of the Customer, Owner, and/or Developer. This shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain, or otherwise affect the Customer's, Owner's, or Developer's Customer Sewer Service Line in accordance with these Rules and Regulations. The Customer's, Owner's, or Developer's ownership of the Customer Sewer Service Line shall not entitle the Customer, Owner, or Developer to make unauthorized uses of any facilities owned or operated by

the District. All uses of the Customer Sewer Service Line or its appurtenances at any time after the initial connection to the Sewer Main shall be subject to these Rules and Regulations, the District Technical Specifications, and all applicable policies and procedures of the District.

- 11.3.3. The Customer, Owner, and/or Developer is responsible for installing and maintaining, at its sole cost and expense, all pressure modifying devices and appurtenances, including internal pressure reducing valves (PRV).

11.4 Right of Access and Entry.

- 11.4.1. Duly authorized representatives of the District, including but not limited to consultants, employees, and other personnel authorized by the District, bearing proper credentials and identification shall be permitted and are hereby expressly granted the right to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, repairs, or any other reasonable purpose in accordance with the provisions of these Rules and Regulations and applicable policies and procedures of the District. As partial consideration for the provision of service, the Customer, Owner, or Developer, as applicable, grants the aforementioned duly authorized representatives of the District the express right to enter upon private property for the purposes stated herein. The Customer, Owner, and/or Developer shall maintain, at its sole cost and expense, access to all improvements and appurtenances owned and operated by the District, and the District shall have the right to access any part of the Customer Water Service Line, the Customer Sewer Service Line, and District Facilities at reasonable times. The District's authorized representative may inspect any facility related to the provision of service by the District for compliance with these Rules and Regulations, the District Technical Specifications, policies and procedures of the District, or other applicable laws and charge the Developer, Owner, or Customer a fee as set forth in Exhibit A — Rates, Fees, and Charges for such compliance inspections.

- 11.4.2. The height of the meter pits shall be maintained in accordance with the District Technical Specifications, and there shall be at least three (3) feet of unobstructed access to the meter pit and hydrant from the public right of way and at least five (5) feet of vertical clearance above the meter pit and hydrant. Any obstruction that prevents immediate access to District Facilities, including, but not limited to, landscaping, fences, or mailboxes, may be removed by the District, and all costs incurred in the removal or restoration of the obstruction shall be the responsibility of the Customer, Owner, and/or Developer.

11.5 Meter Reading and Testing.

- 11.5.1. The District may at any time, and at its discretion, test, repair or replace a meter to ensure that the meter is recording within the accuracy limits recognized by the American Water Works Association (AWWA). If the District, in its sole discretion, determines that a meter has failed to register accurately during a given billing cycle, appropriate adjustments to the will be made as follows:

- a. If the meter has registered over three percent (3%) more water than actually passed through it, then the District will provide a credit on the next bill in proportion to the overage amount.
- b. If the meter has registered less than the actual amount of water which passed through it by greater than three percent (3%), then the District will assess an additional charge on the next bill in proportion to the shortage amount.
- c. If the meter has completely failed to register water usage, then the District will assess the Customer for the estimated use on the next bill.
- d. No usage adjustment shall be made to any prior billing cycles.

11.5.2. Any Customer, Owner, and/or Developer may request that a meter be inspected and/or tested by the District. The Customer, Owner, and/or Developer shall make a request to inspect and/or test a meter in writing, and the request shall be accompanied by a deposit equal to the fee set forth in Exhibit A — Rates, Fees, and Charges. The District may retain any portion of the deposit to cover expenses related to the inspection and/or testing of the meter.

11.6 Temporary Disconnection.

Any Owner and/or Developer may make a written request to the District for a temporary discontinuation of service. The District may charge a reconnection fee, as set out in Exhibit A — Rates, Fees, and Charges, at the time service is continued. The District will continue to assess any administrative fee, as set out in Exhibit A — Rates, Fees, and Charges, during the period of discontinuation.

11.7 Homeowner’s and Property Insurance.

Customers, Owners, and Developers of the District shall at all times maintain in full force and effect insurance coverage, whether by rider or otherwise, that is in their opinion adequate to provide coverage for damage incurred to their personal and real property from any back-up, leak, or spill and which covers, to the extent available, their responsibilities and obligations under these Rules and Regulations and policies of the District.

11.8 Limitations on Liability of District.

Service from the District is a privilege. As partial consideration for said privilege, the Customer, Owner, and/or Developer agrees that except as provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., Colorado Revised Statutes, as the same may be amended from time to time (“Colorado Governmental Immunity Act”), no claim for damage shall be made against the District for any reason including, but not limited to the following: blockage in the sewer system causing the backup of effluent; damage caused by testing of lines; breakage of any Sewer Main or Water Main; interruption of sewer or water service and the conditions resulting therefrom; breaking of any line, valve, or meter; failure of the water supply; shutting off or turning on of water;

making of connections or extensions; damage caused by water running or escaping from open or defective faucets and appliances; burst lines and other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or from turning it on, or from inadequate or sporadic pressures; or from inadequate water delivery, wastewater treatment, or interruption of any services brought about by circumstances beyond its control; or for doing anything to the District Facilities deemed necessary by the Board or its agents. Except if required and as provided by the Colorado Governmental Immunity Act, the District shall have no responsibility for notification to any Customer, Owner, and/or Developer of any of the foregoing conditions. Nothing in these Rules and Regulations may be deemed a waiver by the District of any rights under Colorado law, including but not limited to, the Colorado Governmental Immunity Act. No act or inaction by the District shall be construed as a waiver in whole or in part of the protections provided by the Colorado Governmental Immunity Act unless expressly and formerly resolved by the Board.

11.9 Emergencies.

If an emergency is deemed by the District to exist, the District may take any reasonable actions to remediate the emergency, including, but not limited to immediately notifying the Colorado Department of Public Health and Environment or any other appropriate department or agency and disconnecting any Customer Water Service Line or Customer Sewer Service Line from the District Facilities or taking any other action deemed necessary or prudent to protect the District, the District Facilities, and any Person, Developer, Owner, or Customer until such time as the District has received adequate assurance that any and all violations of these Rules and Regulations have ceased or will cease and will not occur in the future and that such emergency has been abated. The District will, as soon as reasonably possible, provide written notice as described in Section 14.2.1 of these Rules and Regulations.

**ARTICLE XII
WATER CONSERVATION**

12.1. Water Waste Prohibited.

12.1.1. The District encourages the conservation of water within its service area, and the wasting of water is prohibited. Prohibited water waste includes, but is not limited to:

- a. Watering in such a manner, rate, or quantity that it overflows the landscape area being watered and runs onto adjacent property, sidewalks, or public right-of-way;
- b. Watering which leaves a sprinkler, sprinkler system, or other application device in such a manner or direction as to spray onto adjacent property, sidewalks, or public right-of-way;
- c. Watering in sufficient quantity to cause pooling or ponding on impervious surfaces;
- d. Watering in sufficient quantity to cause ice formation on adjacent property, sidewalks, or the public right-of-way;
- e. Watering of landscaping outside of any permitted watering schedule and any additional watering schedule restrictions imposed by the District;
- f. Failing to comply with any water use restrictions imposed by the District in accordance with Section 12.4 below;
- g. Failing to repair Leaks by the Repair Deadline as set forth in Section 12.2 below;
- h. In conjunction with the use of a handheld hose, washing an automobile, truck, trailer, boat, or other type of motor vehicle or mobile equipment without the use of a workable, positive automatic shut off nozzle;
- i. Watering during rain or high wind;
- j. Filling or refilling of a swimming pool, with the exception of the first filling of a swimming pool and the occasional adding of small quantities of water to maintain proper water level; and
- k. Any indiscriminate use of water or washing with water not otherwise identified above which is unreasonably wasteful, as determined by the District.

12.2. Leaks.

The Owner or Customer shall address the escape of water through leaks, breaks, or malfunctions within a plumbing or water distribution system (“Leaks”) as soon as the Owner or Customer first becomes aware of such Leak. Leaks shall be repaired (1)

within such time as set forth in any notice provided by the District, or (2) if no such notice is provided, within seven (7) days of the time the Owner or Customer first becomes aware of the Leak, whichever first occurs (the "Repair Deadline"). If satisfactory progress toward repairing the Leak has not been accomplished within the Repair Deadline, the District may take all enforcement measures as permitted by these Rules and Regulations, including, but not limited to, shutting off service until the Leak has been fully repaired, in the District's discretion, and no Leak further exists. In accordance with Section 14.2.2.1, each day of a violation may be considered a separate violation.

12.3. Enforcement.

12.3.1. The Owner of the property and all Customers shall be responsible for complying (or otherwise ensuring compliance) with the District's regulations and restrictions. Penalties for violation of Sections 12.1 and 12.2 above will be assessed to the Owner and may include the following:

- a. Waste of Water Violation Fee—Offense Number 1: In the event of a first violation, the District will provide notice in writing of the waste of water violation to the mailing address on file for the account as a warning.
- b. Waste of Water Violation Fee—Offense Number 2: In the event of a second violation at the same premises within the same calendar year (meaning January 1 to December 31 as used in this Article), the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then-listed in the District's Rates, Fees, and Charges for a second waste of water violation may be added to the water bill.
- c. Waste of Water Violation Fee—Offense Number 3: In the event of a third violation at the same premises within the same calendar year, the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then-listed in the District's Rates, Fees, and Charges for a third waste of water violation may be added to the water bill.
- d. Waste of Water Violation Fee—Offense Number 4: In the event of a fourth violation at the same premises within the same calendar year, the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then-listed in the District's Rates, Fees, and Charges for a fourth waste of water violation may be added to the water bill.
- e. Waste of Water Violation Fee—Offense Number 5: In the event of a fifth violation at the same premises within the same calendar year, the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then-listed in the District's Rates, Fees, and Charges for a fifth waste of water violation may be added to the water bill.
- f. Waste of Water Violation Fee—Offense Number 6: In the event of a sixth violation at the same premises within the same calendar year, the

District will provide notice in writing to the mailing address on file for the account, and the District may install a flow restrictor on the Service Line until it is no longer deemed necessary by the District, or the District may suspend service until the cause of the violation is corrected and all outstanding penalty and water service charges have been paid.

The District may, in its discretion, elect to provide additional notice of waste of water violations to the Owner, Customer, or property managers by other means.

- 12.3.2. The District may, in its discretion, choose to take action as authorized by Article XIV to suspend service in advance of the sixth violation by following the procedures set forth therein.

12.4. Water Use Restrictions.

- 12.4.1. The Board has adopted the District's Water Conservation Plan, as the same may be amended from time to time, for the purpose of, among other things, framing ECCV's water conservation and efficiency program with respect to current and ongoing water supply needs and water demand management. In accordance therewith, ECCV's current watering schedule, which may be amended from time to time, is attached as Exhibit C – Watering Schedule. The watering schedule shall remain in effect until otherwise supplemented or amended, at which time the new watering schedule shall be attached as Exhibit C.
- 12.4.2. In its discretion, as the Board deems necessary to provide adequate potable water supplies, the Board may impose mandatory water use restrictions by approval of or amendment to any Water Conservation Plan now in effect or hereafter adopted, approval of a separate resolution, or Board action implementing new restrictions. Such water use restrictions shall remain in force and effect until the District Board determines that the conditions requiring their imposition no longer exist and removes such water use restrictions.
- 12.4.3. In addition to any restrictions imposed in accordance with Section 12.4.2, in the event that conditions of supply or quality so limit the District's water supply that unrestricted water use may endanger the current or future adequacy of that supply or quality, including, but not limited to, a water shortage or drought emergency, the District Manager shall have the authority to establish, adjust (up or down), and eliminate mandatory water use restrictions as are reasonably calculated to conserve and protect the District's supply and ensure a regular flow of water through its system to meet all of the present and anticipated District demands for potable water. The primary reasons for recommending a change in water use restrictions will be an unanticipated event or a projected reduction in the District's water supply, when operational restrictions are observed or forecasted, or community responses to the adopted Water Conservation Plan and then-current water use restrictions are not adequate given the near-term water supply conditions. Such water use restrictions shall remain in full force and effect until the District Manager determines that the conditions requiring their imposition no longer exist and he or she removes or adjusts them or until

the District Board directs the District Manager as to what revisions the Board desires to implement; provided, however, if any water use restriction will be in place longer than ninety (90) days, the Board must approve the continued implementation of such water use restrictions thereafter.

- 12.4.4. Any water use restrictions and revisions thereto will take effect and shall be enforceable when published on the District website. The District may also provide notice of water use restrictions via other means, including, but not limited to, providing e-mail notices to customers for whom the District has an e-mail address; sending customer mailing cards or other physical mailings to residential customers, HOAs, and large irrigators, including, but not limited to, inserts with customer bills; and posting or publishing notice at other physical and online locations the District finds appropriate, including social media or newspaper publication.

12.5. Homeowners' Association Notice.

The notice of water use restrictions posted in accordance with Section 12.4.4 hereof may be transmitted to homeowners' associations within the District. Regardless of any such transmission, however, the notice of water use restrictions constitutes evidence of the District's water restrictions then currently in place and may be used by District customers to evidence the same for purposes of Section 38-33.3-302(1)(k)(II), C.R.S. for as long as it is so posted on the District's website.

12.6. Suspension of Service.

Notwithstanding anything else in these Rules and Regulations, failure to comply with any provisions of this Article XII, including failure to pay charges or penalties assessed or perform repairs, shall be considered cause for suspension of service as provided in Article XIV, and the District may take any action authorized by Article XIV, including but not limited to, disconnecting service in accordance with Section 14.4. The District may elect, in its discretion, to shut off service at either a Backflow Prevention Device or a meter to preserve public health, safety, and welfare.

ARTICLE XIII

MISCELLANEOUS PROHIBITIONS

- 13.1 It is hereby declared that it is the responsibility of the person causing the introduction of unapproved or unsafe water into the District's pipelines during an emergency to see that a procedure to notify and protect users of this piping system during the emergency is developed and implemented and that special precautions be taken to disinfect thoroughly and flush out all pipelines which may have become contaminated before they are again used to furnish drinking water. The District shall review the correction method. The District shall determine whether the responsible party or the District shall implement the correction method. The responsible party will be required to pay for the correction method.
- 13.2 Any vehicle for construction, maintenance or any other use used to store water taken from the water supply system shall be equipped with an air gap or an approved protective device. This shall apply to street sweepers, sanitary sewer cleaners (jet trucks), tank trucks, fire trucks, and any other equipment that utilizes water from the utility system and that could also be used to draw or store another substance.
- 13.3 No person shall maliciously, willfully, or negligently, break, damage, destroy, uncover, deface, or tamper with any structure, appurtenances, or equipment which is part of the water works, including fire hydrants and backflow prevention devices. Any person violating this provision shall be subject to immediate arrest.
- 13.4 Any person violating any of the provisions of these Rules and Regulations shall become liable to the District for any expense, loss or damage occasioned by reason of such violation.
- 13.5 The District shall reserve the right to review all proposed water uses as to their overall effect on the District's collection, distribution, and storage system. In general, all high volume water users shall be required to take special measures to lessen or limit their demands. For instance, commercial laundries, restaurants, car wash facilities, and similar users may, at the discretion of the Board, after review of the projected demands and meter requests, be required to install tanks, recirculation facilities, or similar devices to reduce the demands on the system.

ARTICLE XIV

VIOLATIONS, PENALTIES AND COMPLAINTS

14.1 Violations

Any intentional or negligent action taken by a Person, Developer, Owner, or Customer in contravention of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement shall be considered a violation and is subject to the provisions of this Article.

14.2 Enforcement Remedies

14.2.1 Notification of Violation.

Whenever the District finds that any Person, Developer, Owner, or Customer has violated or is violating these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement, the District may issue a written notice to resolve the obligation and correct the problem or the practice at issue. If, in the sole discretion of the District, an emergency exists, the District may take immediate action as provided in Section 14.4 of these Rules and Regulations and shall provide written notice as soon thereafter as possible. In the event of late payment or non-payment of any rates, tolls, charges, fines, fees or assessments, the District is not required to send any notification beyond the billing statement, unless otherwise required by law. Should the violation still exist after the time limit on the notice has elapsed, the District may revoke service, revoke a Permit or assess charges, fines and penalties as provided in Section 14.2.2 of these Rules and Regulations.

14.2.2 Penalties for Violations.

14.2.2.1 Penalty.

Any Person, Developer, Owner, or Customer in violation of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement may be assessed penalties in an amount to be determined by the District or as shown on Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time. Each violation may be subject to a penalty, and each day of a violation may be considered a separate violation. Penalties may be added to the Person, Developer, Owner, or Customer's next bill.

14.2.2.2 Late Fee.

At any time a Person, Developer, Owner or Customer is more than fourteen (14) days late in payment of any rates, tolls, charges, fines, fees or assessments due the District, the District shall have the right to assess a late fee on the unpaid balance in the amount shown on Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time.

14.2.2.3 Interest.

Interest on unpaid rates, tolls, charges, fines, fees, assessments, or penalties may, after thirty (30) calendar days, may be assessed as allowed by law.

14.2.2.4 Perpetual Lien/Foreclosure.

In accordance with Section 32-1-1001(1)(j)(l), Colorado Revised Statutes, as may be amended from time to time, until paid all rates, tolls, charges, fines, fees, assessments, penalties and costs (including but not limited to legal, engineering and administrative fees) shall constitute a first and perpetual lien on or against the entire property served, including all units served by a common Service Line and on or against any property benefitted by a Service Line, Sewer Main line extension, or Water Main line extension. Any such lien may be foreclosed in the manner provided by law.

14.2.2.5 Certification of Amount to County Treasurer.

In addition to any other means provided by law, the Board may elect to have certain delinquent rates, tolls, charges, fines, fees, penalties and assessments made or levied solely for service certified to the treasurer of the county to be collected and paid over by the treasurer of the county in the same manner as taxes in accordance with Section 32-1-1101(1)(e), Colorado Revised Statutes, as may be amended from time to time.

14.2.2.6 Revocation of Service.

Should a Person, Developer, Owner, or Customer remain in violation of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement after the time limit stated on either a billing statement or a violation notice issued pursuant to Section 14.2.1 of these Rules and Regulations has elapsed, the District may revoke service. In the event of a proposed revocation of service, the Person, Developer, Owner or Customer shall be given not less than ten (10) days' advance notice in writing of the revocation, which notice shall set forth the following:

- a. The reason for the revocation and the date service(s) shall be terminated; and
- b. That the Person, Developer, Owner or Customer has the right to contact the District and the manner in which the District may be contacted for the purpose of resolving the obligations; and
- c. That there exists an opportunity for a hearing in accordance with Section 14.3 of these Rules and Regulations.

If the obligations are not resolved or a request for a hearing,

accompanied by a deposit equal to the amount of any fees, rates, tolls, charges and penalties specified in the notice, is not received by the District within ten (10) days, the District may revoke the service(s) and the Person, Developer, Owner, or Customer may be assessed the cost of the disconnection. The Person, Developer, Owner, or Customer's deposit for service, if any, shall be applied against the outstanding obligation. If service is revoked, a reconnection fee, in the amount set forth in Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time, will be assessed to the Person, Developer, Owner, or Customer. Service to the property will not be reconnected until the Customer has paid the reconnection fee plus any outstanding past due charges. Further, the District has the right to assess to any Person, Developer, Owner, or Customer who is overdue in payment of his or her account, all legal, court and other costs necessary to or incidental to the collection of said account.

If special circumstances are deemed to exist, in the sole discretion of the District, a Person, Developer, Owner or Customer may be granted a grace period of additional time beyond the date specified for revocation of service in the notice of revocation to resolve the reason for the proposed revocation of service. In the event that the reason for revocation of service is not resolved by the end of the grace period granted by the District, service shall be suspended on the last day of the grace period or on the District's next regularly scheduled shut off date without any additional written notice of revocation of service being provided to the Person, Developer, Owner or Customer.

14.2.2.7 Revocation of Permit.

In addition to the other rights and remedies set forth in these Rules and Regulations, any Person, Developer, Owner, or Customer who violates these Rules and Regulations, any conditions of a Permit or agreement, or violates any applicable local, state or federal regulation, is subject to having his or her Permit revoked after receipt of notice of such proposed revocation in substantially the same manner as provided in Section 14.2.1 of these Rules and Regulations. If the Permit is revoked, the Person, Developer, Owner, or Customer may reacquire such Permit only by reapplying for service in accordance with the Rules and Regulations, and after paying all fees due and owing the District and the then-current development fees charged by the District under these Rules and Regulations for the use in question and complying with all other applicable requirements of the District.

14.2.2.8 Civil Liability.

Any Person, Developer, Owner, or Customer who intentionally or negligently violates any provision of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement may be subject to civil liability to the District.

14.2.2.9 Criminal Liability.

Any Person, Developer, Owner, or Customer who violates these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement and in doing so commits a misdemeanor or felony may be charged by the appropriate authority with a misdemeanor or felony, and upon conviction thereof, shall be subject to such penalties as provided by law.

14.2.2.10 Other Remedies Provided at Law.

In addition to the other rights and remedies set forth in these Rules and Regulations the District may exercise any other rights or remedies it may be entitled to under law or in equity to enforce these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement.

14.2.2.11 Reimbursement of District Costs.

Any Person, Developer, Owner, or Customer who violates any of the provisions of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement shall become liable to the District for any expense, loss or damage occasioned by reason of such violation, including, but not limited to legal, engineering, administrative, collection, court and accounting fees and costs.

14.3 Hearing and Appeal Procedures

14.3.1 General.

If a Person, Developer, Owner, or Customer wishes to dispute any rates, tolls, charges, fines, fees, assessments or penalties imposed by the District or a determination made by the District, the Person, Developer, Owner, or Customer may appeal such rates, tolls, charges, fines, fees, assessments or penalties or determination by following the procedure set forth below (a Person, Developer, Owner or Customer filing an appeal is referred to in the remainder of this Section as the "Appellant"). Notwithstanding the filing of an appeal, the Appellant is required to pay any rates, tolls, charges, fines, fees, assessments and penalties assessed by the District, and such rates, tolls, charges, fines, fees, assessments and penalties shall be held by the District until such time as the appeal is final. The hearing and appeal procedures established below shall apply to all disputes concerning the interpretation, application or enforcement of the rates, tolls, charges, fines, fees, assessments and penalties of the District and application and enforcement of these Rules and Regulations, as they now exist or may hereafter be amended. In the event a proper and timely request for an appeal is not made as provided herein, the right to an appeal shall be deemed forever waived.

14.3.2 Appeal to District Management.

The Appellant must first file a written appeal with the District within five (5) days of being notified of a proposed revocation of service or other determination of the

District or of the due date specified for a rate, toll, charge, fine, fee, assessment or penalty of the District. Within ten (10) days of receiving the request from the Appellant, the District, after a full and complete review of the record, shall issue a written determination regarding the application or enforcement of the rates, tolls, charges, fines, fees, assessments and penalties of the District or application and enforcement of these Rules and Regulations, as may be applicable.

14.3.3 Hearing Before Board of Directors.

If the Appellant wishes to appeal the written determination of the District under Section 14.3.2 of these Rules and Regulations, the Appellant must file a written request with the District for a hearing within ten (10) days of the date of the written determination of the District under Section 14.3.2 of these Rules and Regulations was mailed. The request for a hearing shall set forth with specificity the facts upon which the Appellant is relying and shall contain a brief statement of the Appellant's reasons for the appeal. The Board shall hold a formal hearing on the appeal at the next regularly scheduled meeting that is held no earlier than ten (10) days after the filing of the Appellant's request for a hearing.

14.3.3.1 Notice.

A notice shall be served on the Appellant in the manner specified in this Section, specifying the time and place of the hearing to be held by the Board regarding the appeal and directing the Appellant to present evidence of why the determination regarding the application or enforcement of the fee, rate or charge of the District or application and enforcement of these Rules and Regulations, as may be applicable, is not correct. The notice of the hearing shall be served personally or be certified mail return receipt requested or by any mail delivery service that is the equivalent to or superior to certified mail return receipt requested, at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation. When an Appellant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the Appellant shall also be served upon the attorney.

14.3.3.2 Conduct of Hearing.

At the hearing, the District's manager and the Appellant shall be entitled to present all evidence that is relevant and material to the dispute, and to examine and cross-examine witnesses. The Board may establish rules and procedures governing the hearing. A record of the hearing shall be maintained.

14.3.3.3 Written Determination.

Based on the record established, the Board shall issue a written decision concerning the disposition of the dispute presented to it and shall cause notice of the decision to be hand delivered or sent by certified mail to the Appellant within fifteen (15) days after the hearing.

14.3.3.4 Board of Directors Determination Final.

The decision issued by the Board shall be final and binding upon the District and the Appellant and shall constitute the final administrative action of the District. Any party to the hearing aggrieved or adversely affected by an order of the Board may appeal such order to the District Court in and for the County of Arapahoe, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

14.4 Emergencies

If an emergency is deemed by the District to exist, the District may take any reasonable actions to remediate the emergency, including, but not limited to immediately notifying the Colorado Department of Public Health and Environment or any other appropriate department or agency and disconnecting any Service Line from the District Facilities or taking any other action deemed necessary or prudent to protect the District, the District Facilities, and any Person, Developer, Owner or Customer, until such time as the District has received adequate assurance that any and all violations of these Rules and Regulations have ceased or will cease and will not occur in the future and that such emergency has been abated. The District will, as soon as reasonably possible, provide written notice as described in Section 14.2.1 of these Rules and Regulations.

ARTICLE XV

FEES AND CHARGES

15.1 General

The Board is empowered to fix and from time to time to increase or decrease fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District pursuant to Sections 32-1-1001(1)(j)(I) and 32-1-1006(1)(g), Colorado Revised Statutes, as amended from time to time. The District imposes and collects such fees, rates, tolls, and charges in amounts to ensure they are sufficient to operate, maintain and provide the services and the District facilities. The District imposes and utilities its fees, rates, tolls, and charges in accordance with applicable law for protection of the health, safety, and welfare of residents and property owners of the District.

15.2 Schedule of Rates, Fees and Charges

The fees, rates, tolls, charges, fines, assessments, and penalties in existence and in effect are based on the costs of serving existing customers and are set forth in the schedule of Rates, Fees and Charges attached to these Rules and Regulations as Exhibit A - Rates, Fees, and Charges, as the same may be amended from time to time. Such fees, rates, tolls, charges, fines, assessments, and penalties shall remain in effect until modified by the Board in accordance with these Rules and Regulations and applicable laws. Nothing contained herein shall limit the Board from modifying fees, rates, tolls, charges, fines, assessments, and penalties or from modifying any classification. Revised fees, rates, tolls, charges, fines, assessments, and penalties adopted by the District will become a part of these Rules and Regulations and will be attached hereto as Exhibit A – Rates, Fees & Charges after any such adoption.

15.3 Perpetual Lien

In accordance with Section 32-1-1001(1)(j)(I), Colorado Revised Statutes, as may be amended from time to time, and as more particularly discussed in Section 14.2.2.4 of these Rules and Regulations, until paid, all fees, assessments, rates, tolls, fines, penalties, and charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. If at any time it becomes necessary for the District, following efforts to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations or Colorado law, to initiate foreclosure proceedings as allowed by Section 32-1-1001(1)(j), Colorado Revised Statutes, as amended, all costs so incurred by the District shall be due and payable by the Person, Developer, Owner, or Customer. Payment of all costs and fees outstanding against the subject property shall be a precondition to the resumption of service to that property.

15.4 Responsibility for Costs.

Any Person, Developer, Owner, or Customer who seeks to do business with the District, obtain agreements with the District, obtain approval of plans from the District or otherwise undertake activities which cause the District to incur costs or fees shall be responsible for

paying the District for all such costs. Any activities by Persons, Developers, Owners, or Customers that may require the District to incur additional costs, including, but not limited to, additional legal, engineering, and administrative fees, shall pay the District for all such additional costs. Such payment shall be due at such time as the Person, Developer, Owner, or Customer receives an invoice from the District or as the Board directs, but in no case later than the date when agreements are executed, approvals are delivered or such Person, Developer, Owner, or Customer receives benefit from the District for such activities.

The Customer and Owner are equally liable for any rate, fee, charge, or penalty of the District. Any agreements entered into between Customers, Developers, Owners, or any other parties with regard to responsibility for payment of rates, fees, charges, and penalties of the District shall be of no force and effect upon the District and the District may collect its rates, fees, charges and penalties from any party responsible for their payment. Bills for all properties within the District will remain in the name of the current Owner of the property.

15.5 Adjustment of Rates, Fees, and Charges

In those situations where, in the District's sole discretion, the fees, rates, tolls, charges and penalties shown on the schedule of Rates, Fees and Charges attached as Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time, do not represent a fair, reasonable and equitable charge for the intended use, the District, in its sole discretion, may adjust or waive said fees, rates, tolls, charges, fines, assessments, and penalties for that particular situation.

15.6 Tap Fees

Tap fees shall be collected with respect to property requiring service pursuant to these Rules and Regulations. The amount of such tap fees and the timing of the collection thereof are set forth in these Rules and Regulations and Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time.

15.7 Water Meter Related Fees

The fees associated with water meters, and all other related fees and charges of the District, as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time, must be paid before the water meter will be furnished.

15.8 Inspection Fees

The District may perform an inspection of facilities related to the provision of water and sanitary sewer service. A Developer, Owner, and/or Customer shall be required to pay inspection fees as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time.

15.9 Hydrant Permit Fee

Temporary use of a hydrant owned by the District may be obtained by submitting an application and paying the deposit and fees required by the District as set forth in these

Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time.

15.10 Reconnection Fee

A Developer, Owner, and/or Customer shall be required to pay a reconnection fee, as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time, to reestablish service subsequent to a revocation of service..

15.11 Fire Sprinkler Systems

Internal fire sprinkler systems shall be owned, operated, and maintained by the Developer, Owner, and/or Customer.

15.12 Security Deposit

The District may require Customers to make a deposit of a minimum of one-month's historical water service charges if there is a history of delinquency in the payment of rates, fees, or charges. Deposits may be returned after one (1) year at the request of the Customer, providing that all bills rendered during the preceding 12-month period have been paid within thirty (30) days of presentation. Otherwise, the deposit will be returned on termination of service and payment of the final utility bill.

15.13 Billing

Bills for water and sanitary sewer service charges will be rendered at intervals of one month or multiples thereof.

15.14 Metering

For the purpose of computing user charges, each residential and commercial meter on the Developer, Owner or Customer's premises will be considered separately and readings of two or more meters will not be combined as equivalent to measurement through one meter.

15.15 Meter Reading

Meter readers shall have the right to enter public and private property for the purpose of meter reading. All meters shall be free and accessible for said purpose of meter reading. All meter readers shall carry an identification card issued by the District. The meter reader need not be admitted to any premises unless he or she, if requested, displays the identification card to the Developer, Owner, and/or Customer.

15.16 Payment for Service

Bills for water and sanitary sewer service shall be payable by the due date on the billing statement. Any unpaid amounts outstanding more than fourteen (14) days beyond the due date may be subject to late fees as provided in Section 14.2.2.2. The District, in its sole discretion may credit any amounts received to any charges due.

15.17 Returned Check Fee

Any check tendered to the District for payment of rates, fees, penalties, or charges which is returned to the District for any reason whatsoever shall be subject to a returned check fee as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time.

15.18 Unmetered Service Fee

The District shall have the right to assess an unmetered service fee to any Owner, Customer, or Developer who fails to install a water meter prior to the sale of a property as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time. Service shall be revoked until the meter is installed.

15.19 Penalties for Late Payment or Non-Payment.

Late payment or non-payment of any rates, tolls, charges, fines, fees, or assessments owed to the District may result in the District taking actions, which may include, but are not limited to charging a late fee, penalty and interest, or revoking service in accordance with Article XIV of these Rules and Regulations. If service is revoked, a reconnection fee, in the amount set forth in the schedule of Rates, Fees and Charges attached hereto as Exhibit A, as the same may be amended from time to time, will be assessed to the Customer. Service to the property will not be reconnected until the Customer has paid the reconnection fee plus any outstanding past due charges. Further, the District has the right to assess to any Customer who is overdue in payment of his or her account, all legal fees, court costs and other costs necessary to or incidental to the collection of said account.

ARTICLE XVI

OIL AND GAS OPERATIONS

16.1 General

The District values a balanced approach to oil and gas development that is protective of public health, safety, welfare, the environment, and wildlife resources, while providing for a regulatory framework that is predictable and consistent for industry. To that end, the District exercises its authority to site, inspect, and monitor oil and gas operations as a local government designee pursuant to Colorado Oil and Gas Conservation Commission (“Commission”) Rule 214 and a public water supplier pursuant to Commission Rule 317B.

The District’s renewable water supply area wells overlie the Beebe Draw Aquifer, a unique, highly permeable, very shallow, alluvial aquifer with water levels often lying ten (10) feet or less from ground surface. This, combined with the very permeable nature of the aquifer gravels, makes the Beebe Draw Aquifer highly susceptible to contamination from surface and near surface releases.

16.2 District Water Supply Boundaries

As used in this Article, the District’s Water Supply Boundaries (the “Boundaries”) shall include its customer area in the City of Centennial and unincorporated Arapahoe County and its water supply area in Douglas, Arapahoe, Adams, and Weld Counties, as they exist now and may exist in the future.

16.3 Intergovernmental Agreement

On April 3, 2019, following the passage of Senate Bill 19-181, the District and the Commission entered into an intergovernmental agreement whereby the Commission partially assigned its oil and gas operations siting, inspection, and monitoring functions to the District pursuant to Section 34-60-106(15), C.R.S. for purposes of assessing compliance with the Oil and Gas Conservation Act, Sections 34-60-101, *et. seq.*, C.R.S., any rule, regulation, or order of the Commission, any rule, regulation, or bylaw of the District, or any permit issued by the Commission’s Director. The District shall be primarily responsible for siting, inspection, and monitoring within its Boundaries, and the Commission shall be secondarily responsible as a referral agency.

16.4 Oil and Gas Permit Applications

Operators interested in oil and gas operations within the District’s Boundaries shall submit applications to the District pursuant to the requirements of Title 34, Article 60, C.R.S. and the Commission’s Rules and Regulations. The District will site, inspect, and monitor operations pursuant to the requirements of Title 34, Article 60, C.R.S., the Commission’s Rules and Regulations, and the District’s Best Management Practices for Protection of Community, Environment, Health, and Safety (“BMPs”), as such document may be amended from time to time. At the District’s discretion, Operator may be required to perform water quality sampling and monitoring, perform soil vapor monitoring, and develop an emergency preparedness plan.

16.5 Financial Assurance

Operator shall maintain appropriate financial assurance pursuant to Commission Rule 304 and the 700 Series Rules. Moreover, Operator shall maintain environmental liability insurance with limits of not less than \$5,000,000 per pollution incident, with coverage including gradual pollution events.

16.6 Liability

Operator shall defend and indemnify the District from and against all claims and liability against the District arising out of or related to the operations of the Operator. If the District's water supply is adversely impacted by an oil and gas operation due to pollution, diminution, or contamination, including spills, discharges, or other emergencies, the Operator will be responsible for restoring or replacing the impacted water supply with an alternate water source of adequate quantity and quality for municipal purposes served by the supply.

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EXHIBIT A
RATES, FEES, AND CHARGES

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EXHIBIT B

SAMPLE EASEMENT DEED

THIS EASEMENT DEED is made this ____ day of _____, 2014, between _____ (“Grantor”), whose address is _____ and East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation (“Grantee”), whose address is 6201 South Gun Club Road, Aurora, Colorado 80016.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the County of Arapahoe, State of Colorado; and

WHEREAS, Grantee is desirous of constructing and maintaining within its boundaries, or accepting after construction by the Grantor, water and sanitary sewer facilities and lines (“Utility Facilities”) across the real property of Grantor.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a non-exclusive and perpetual easement for the construction, maintenance, removal, and replacement of Utility Facilities of such size as is desired by Grantee, over the real property located in the County of Arapahoe, State of Colorado, more particularly described and substantially depicted on Exhibit A (the “Easement Property”).

The parties further covenant and agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement over, under, across, above and through the Easement Property for the purpose of constructing, laying, operating, maintaining, repairing, replacing, removing and enlarging the Utility Facilities. The Utility Facilities shall mean one or more water and/or sanitary sewer pipeline(s) or facilities and all necessary underground, surface, and above-ground facilities and appurtenances thereto necessary or desirable for the transmission of water and/or sewage, including, but not limited to, mains, manholes, conduits, valves, valve marker signs, vaults, ventilators, electric or other control systems, cable, wires and connections, including telephone wiring.

2. Grantee shall have and exercise the perpetual right of ingress and egress in, to, over, through and across the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Easement Deed.

3. Grantor shall not construct or place any structure or building, street light, power pole, permanent sign, or temporary or permanent mailbox on any part of the Easement Property. Grantor may plant grass and sod and install street surfacing, curbs and gutters on the Easement Property. Any structure, building, street light, power pole, fence, signage or temporary or permanent mailbox located on the Easement Property or any shrub, tree, woody plant, nursery stock or other crops located on the Easement Property may be removed by Grantee at any time without liability for damages arising therefrom.

4. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Easement Property, including any street surfacing, curbs, gutters, and landscaping within said Easement Property, except that after the initial construction by the Grantee and also in the event the Grantee performs any maintenance or repair of the Utility Facilities resulting in the disturbance of the surface of the ground, the Grantee agrees for a period of one year to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such work done by Grantee. After that one year period Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil.

5. Grantor retains the right to the use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair any right of the Grantee herein contained and except as herein otherwise provided.

6. Other public utilities may be installed in the Easement Property so long as those utilities do not interfere with the Grantee's rights herein granted. All subsequent public utilities within the Easement Property, crossing any Utility Facilities, must cross at approximately right angles, and any and all said utilities which parallel the Utility Facilities must be located at least ten (10) feet from any pipeline located in the Easement Property. All surface and subsurface uses of the Easement Property for other utility or easement purposes must be approved in writing by the Grantee prior to installation.

7. Grantor covenants and warrants that Grantee's Utility Facilities shall have the right of subjacent and lateral support on the Easement Property to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights granted to Grantee. Except as set forth herein, the Grantor shall take no action which in the opinion of the Grantee would impair the necessary earth cover over, or the lateral or subjacent support of any water or sewer pipeline and appurtenance within the Easement Property. Only upon obtaining the written permission of the Grantee may the earth cover over any pipeline be modified. Permission of the Grantee will not normally be granted for a modification of the earth cover over any water lines resulting in less than four and one half (4 ½) feet of earth cover nor more than ten (10) feet of earth cover measured vertically from the top of any pipeline. In the event of any modification of support or earth cover undertaken by the Grantor it shall be upon the terms which provide for the reimbursement to the Grantee of the cost of any alterations to any pipeline made necessary by the change.

8. Grantee shall have and may properly exercise rights in the Easement Property in order to insure to Grantee a dominant easement for the exercise of Grantee's functions. The exercise of any rights in the Easement Property other than those specifically retained by Grantor is within the sound discretion of Grantee. Grantee agrees to permit and authorize such other uses of the Easement Property, not reserved in Grantor, as will not impair Grantee's dominant rights, upon such reasonable terms, limitations and conditions as Grantee shall find reasonably necessary to protect its dominant right of occupancy of the Easement Property without undue or unnecessary injury to or impairment of the estate retained by Grantor.

9. In the event that Grantee shall abandon the rights granted to it hereunder, all right, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement Property, as the same may then be, free from the rights of Grantee so abandoned and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all Utility Facilities from the Easement Property. In the event the easement is abandoned by Grantee, Grantor shall

have the right, at its sole option, to require Grantee to remove or neutralize any improvements constructed in the Easement Property by Grantee. However, nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by Grantee at the time of the abandonment of Grantee's rights.

10. Grantor covenants and agrees to and with Grantee, that Grantor is well seized of the Easement Property, has good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, subject to matters of record and has full right, title and authority to grant the within easement, and that this Easement Deed is effective to grant and convey to Grantee the easement rights described herein. Grantor further covenants, agrees, and warrants the Easement Property in the quiet and peaceable possession of Grantee against all and every person or persons lawfully claiming or to claim the whole or any part thereof and to indemnify, defend and hold Grantee harmless from any adverse claim to the title of the Easement Property.

11. Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

12. Unless special provisions are attached hereto, the above and foregoing constitutes the whole agreement between the parties and no additional or different oral representations, promises or agreements shall be binding on any of the parties hereto with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other special provisions hereof, such special provisions shall control and supersede any other term or provisions hereof.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR: _____

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____, of _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

GRANTEE: East Cherry Creek Valley Water and Sanitation District

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____, of East Cherry Creek Valley Water and Sanitation District.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

CONSENT AND SUBORDINATION AGREEMENT

_____ (Lender), is the holder of the note secured by a deed of trust dated _____, 20__, recorded at Reception Number _____ of the real estate records of _____ County, Colorado (the Deed of Trust) on certain real property located in the County of Arapahoe, State of Colorado (the Property), and hereby consents to the easement granted to East Cherry Creek Valley Water and Sanitation District pursuant to an Easement Agreement (the Easement Agreement) dated _____, 20__ and Lender hereby subordinates its interest in the Property to the Easement Agreement with the same force and effect as though the Easement Agreement were entered into and recorded prior to the execution and recordation of the Deed of Trust.

EXECUTED this _____ day of _____, 20__.

(Name of Lender)

By: _____

Name: _____

Title: _____

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EXHIBIT C

WATERING SCHEDULE

Residential/Commercial Customers Three Days Per Week

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
EVEN Numbered Addresses	ODD Numbered Addresses	EVEN Numbered Addresses	ODD Numbered Addresses	EVEN Numbered Addresses	NO Watering for Residential & Commercial Customers	ODD Numbered Addresses

NO WATERING BETWEEN 10AM AND 6PM



Water & Sanitation District

303-693-3800
6201 S Gun Club Rd
Aurora, CO 80016
info@eccv.org



Sod and Seed Planting Guidelines

- Sod and Seed planting is **prohibited from June 1st-September 1st**
- Flowers or garden plantings are permitted all year

Tips:

- Check for leaks in your irrigation system regularly as they can occur underground, in your sprinkler heads, and valve boxes. Periodically turn on your system and run each zone through a test cycle.
- Turn off sprinklers when it rains or on windy days.
- Use a hose to spot water dry patches, gardens, trees and shrubs

Large Irrigator Customers

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
START TIME	END TIME	START TIME	END TIME	START TIME	END TIME	NO WATERING
6 PM	10 AM	6 PM	10 AM	6 PM	10 AM	ALLOWED

No Watering Between 10 AM & 6 PM

Maximum Hours Allowed To Water: No More Than 48 Hours

No New Sod or Seed Allowed: Until September 15th

System Testing: Any Time During Set Watering Hours

Phone: 303.693.3800 www.eccv.org