

RULES AND REGULATIONS

EFFECTIVE JULY 12, 2018



**EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
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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 <http://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 The District is responsible for the distribution of water and collection of sewage and for the maintenance, repair, and replacement of all mains, hydrants, valves, and appurtenant facilities owned by the District. The District shall not be liable or responsible for pressure variations or interruptions of service. The District is not responsible for service lines except as noted in Sections 11.4, 11.5 and 11.7.
- 11.2 The District hereby reserves the right to cut off the water supply at any time, or discontinue sewer service for any reason deemed appropriate.
- 11.3 The District Manager, and other duly authorized employees of the District bearing proper credentials and identification, shall be permitted to enter upon all properties at reasonable times, for the purpose of inspection, observation, measurement, repairs, sampling, and testing.
- 11.4 The District will be responsible for the maintenance of the water service line from the main through the meter for an outside meter pit. For an inside meter, the District will be responsible for maintenance of the water service line from the main to the curb stop and for the meter itself. The Owner is responsible for the maintenance of the water service line from the end of the District maintenance identified above to the building.
- 11.5 The Owner is responsible for repair of any portion of the sewer service line from the main to the building. The District will reimburse the property owner for fifty percent (50%) of the actual expenses for repairs from the District's sewer main to the property boundary or the back of the public sidewalk whichever is further. The reimbursed amount is not to exceed \$4,000.00. Work related to the expenses to be reimbursed must be performed under the supervision of the District.
- 11.6 All meters and fire hydrants are the property of the District and the District shall be responsible for maintenance and repair of the water meter and fire hydrant. Any damage to any meter, fire hydrant, or other district property caused by the negligence of the Customer shall be the responsibility of the Customer.
- 11.7 The Owner shall provide access to the water meter and all fire hydrants. The Owner shall be responsible for the maintenance and repair of the water meter pit. There shall be at least three feet of unobstructed access to the meter pit and fire hydrant from the public right of way and at least five feet of vertical clearance above the meter pit and fire hydrant. Any obstruction, which prevents immediate access to the meter, fire hydrant, or other District property, may be removed by the District and all costs incurred in the removal of the obstruction shall be the responsibility of the Owner, including restoration.
- 11.8 Leaks or breaks in the service line shall be repaired within two business days of the time the Owner or Customer first becomes aware of the leak or break. If satisfactory progress toward repairing the leak has not been accomplished within that time, the District shall shut off the service until the leaks or breaks have been repaired.
- 11.9 Employees of the District are expressly forbidden from performing any maintenance work on any lines or facilities not the responsibility of the District as set forth in this section.

- 11.10 The District may at any time test, repair or replace a Customer's water meter to insure 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 the customer's meter has failed to register accurately during a given billing cycle, appropriate adjustments to the Customer's current bill will be made as follows:
- a. If the meter has registered over 3% more water than actually passed through it, the current bill will be adjusted proportionately as a credit.
 - b. If the meter has registered less than the actual amount of water which passed through it (by greater than 3%), the District will bill the Customer for the shortage.
 - c. Should the meter completely fail to register, the Customer shall be billed for the estimated usage by the District Manager on a fair and equitable basis.
 - d. No usage adjustment will be made to any prior bills. Any Customer may request that the meter through which water is being furnished be examined and tested by the District. The request shall be in writing and shall be accompanied by a deposit equal to the charge for testing such meter as set forth in Exhibit A – Rates, Fees, and Charges. Upon receipt of such request and deposit, the District will examine and test the meter. If the meter registers over 3% more water than actually passes through it, the meter shall be properly adjusted or replaced, the deposit returned and the current water bill adjusted. If the meter shall be found to register not more than 3% over, the deposit shall be retained by the District as the expense of making the test.
 - e. Should a meter which has been tested at a Customer's request be found to register less water than actually passes through it, the District, at its discretion, may elect to replace or repair said meter. In such instances, the deposit will be retained by the District as the expense of making the test; however, the Customer will not be charged any additional amount as a result of the meter registering less than the actual amount of water passing through it.
- 11.11 All meters shall be installed outside and in pits, unless approved by the District in advance of installation. Developers shall purchase meters with radio readouts from the District.
- 11.12 The Customer is responsible for internal pressure reducing valves for service with excessive pressures. The District attempts to provide pressure ranging from 40 psi to 110 psi, but due to elevation differences, pressures may vary. In any event, it is the responsibility of the Owner to install any necessary pressure modifying devices and appurtenances to meet necessary codes and avoid internal plumbing damage.
- 11.13 Any Customer 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. Customer must pay the Administration Fee during the period of discontinuation.
- 11.14 If an emergency situation exists which the Board or District Manager determines to be detrimental to the health or safety of the public, or potentially dangerous to the operation of the system the District may take whatever means deemed necessary to protect the public or its facilities.

ARTICLE XII

WATER CONSERVATION

- 12.1 The District encourages the conservation of water within its service area. The wasting of water is prohibited. The water waste includes, but is not limited to:
- a. Landscape water applied in such a manner, rate or quantity that it overflows the landscape area being watered and runs onto adjacent property or public right-of-way.
 - b. Landscape water which leaves a sprinkler, sprinkler system, or other application device in such a manner or direction as to spray onto adjacent property or public right-of-way
 - c. Water applied in sufficient quantity to cause ponding on impervious surfaces.
 - d. Water applied in sufficient quantity to cause ice formation on adjacent property or the public right-of-way including sidewalks.
 - e. Watering of landscape outside the watering schedule including water days and watering times.
 - f. The escape of water through leaks, breaks, or malfunctions within a plumbing or water distribution system that occurs for any period of time beyond which such leak, break or malfunction should reasonably have been discovered and corrected. A period of seventy-two (72) hours after a person discovers such leak, break, malfunction, or receives notice from the District of such condition, whichever comes first, shall be presumed to be a reasonable time within which the condition shall be corrected.
 - g. In conjunction with the use of a handheld hose, to wash an automobile, truck, trailer, boat, or other type of motor vehicle or mobile equipment without a use of a workable positive automatic shut off nozzle.
 - h. The filling and 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.
- 12.2 Any indiscriminate use of water or washing with water not otherwise identified above which is unreasonably wasteful, as determined by the District.
- 12.3 The District shall, from time to time, determine the amount of available potable water supply for use and shall determine the expected demands for said water by all Customers of the District's water system for any given period of time. In the event the Board shall determine at any given time that there are insufficient potable water supplies to meet all of the present and anticipated needs, the Board may order restrictions, curtailments or prohibitions upon the use of water.
- 12.4 Any restriction, curtailments or prohibitions contemplated will be uniformly applied to all similarly situated water users within the District's service area. Nothing herein shall be construed to prevent the District from treating different categories of water users in a different fashion. Except in cases of emergency, the Board shall publish written notice on the District's website of no less than 5 days prior to imposing any curtailments, restrictions and prohibitions upon the use of water. The notice shall include a summary of the restrictions, curtailments or prohibitions, together with the penalties for violations and an estimate of the time period for which they shall be in effect.

- 12.5 In the event of a water shortage or drought emergency that requires the reduction of the use of water from the District, the District Manager shall have the authority to immediately require and implement mandatory reductions as deemed necessary for the protection of the public. Such reductions or water restrictions shall be in effect until such time as the Board of Directors or the District Manager removes them.
- 12.6 In the event of a prolonged drought or other water shortages that may require water restrictions or limitations, the Board of Directors may adopt by resolution, a long term water conservation plan that may include, but not be limited to, the following:
- a. Limiting lawn watering to certain days of the week or times during the day.
 - b. Prohibiting wasteful water use as determined by the Board of Directors.
 - c. Prohibiting noncommercial car washing and/or sidewalk and driveway washing.
 - d. Prohibiting new lawns from being planted or installed.
 - e. Rationing the amount of water that can be used by each customer, household and/or business.
 - f. Prohibiting any outside irrigation use of water.
 - g. Implementing a major public information program on the need to conserve water.
 - h. Any other similar restrictions the Board of Directors deems necessary.
- 12.7 To encourage water conservation the District has established a tiered water rate. The tiered water rate system allows the District to recover costs for excess water usage.
- 12.8 Failure to comply with the conservation plan will result in Water Waste Charges as set for in Exhibit A - Rates, Fees, and Charges.
- 12.9 To encourage water conservation the District has established a tiered water rate. The tiered water rate system allows the District to recover costs for excess water usage.

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 Notice of Violations

When the District has reason to believe that any Person or Customer is not in compliance with any provision of these Rules and Regulations, that Person or Customer shall be served a written notice stating the nature of the violation, the amount of any penalty assessed, that service may be suspended, the right to appeal to the Board, and providing a reasonable time limit to correct the violation. Written notice shall be served by delivery to the Person or Customer reasonably believe to be the violator, by the method set forth in the Colorado Rules of Civil Procedure, Section 4 (e), or by mailing to the service address by first-class mail. Mail shall be deemed to be received within three business days of mailing. The violator shall, within the period of time stated in such notice, permanently cease all violations and pay all penalties assessed.

14.2 Violations and Penalties of Article XII

Any Customer violating the provisions of Article XII, including the water conservation requirements shall be issued a written notice to correct the violation. If the condition is not corrected upon receipt of the notice, it shall constitute a first violation. If within six months of the issuance of a first notice a second notice is issued for the same violation to the same Customer, it shall constitute a second violation. Violators will be subject to the actions and penalties adopted in Exhibit A – Rates, Fees, and Charges.

14.3 Violations and Penalties of Article VIII

Any Customer who has not installed a proper grease and or sand trap pursuant to Article VIII, shall be issued a written warning of violation with notice to correct the violation. If a proper device is not installed, water service will be suspended. A notice of suspension of service shall be delivered to or posted at the premises. A proper device must be installed within twenty (20) days after deliver or posting of the notice of suspension or service will be disconnected.

14.4 Violations and Penalties of Article IX

Any Customer who has not installed a proper backflow prevention device pursuant to Article IX, shall be issued a written warning of the violation with notice to correct the violation. If a proper device is not installed, service will be suspended. A notice of suspension of service shall be delivered to or posted at the premises. A proper device must be installed within five (5) days after delivery or posting of the notice of suspension or service will be disconnected. All customers who receive a notice of suspension may appeal as set forth in Section 14.7.

In the event service is suspended, it will be reinstated only if a proper device is installed and inspected by the District and all penalties for failure to install a proper device are paid in full.

14.5 Restoration of Service after Suspension

In the event service is suspended pursuant to this Section 14, service will be reinstated only if a proper device is installed and inspected by the District and all penalties for failure to install

a proper device are paid in full.

14.6 Suspension of Service for Nonpayment

When payments for service are not received by the due date set forth on the bill will be considered past due.

Payments not received within fifteen (15) days after the due date will be considered delinquent. A penalty may be imposed in accordance with Exhibit A –Rates, Fees, and Charges and a notice of suspension of service may be mailed. All Owners or Customers who receive such a notice may appeal as set forth in Section 14.7. A reinstatement charge will be assessed in accordance with Exhibit A –Rates, Fees, and Charges.

For violation of any applicable portion of these Rules and Regulations, the District may suspend or disconnect service upon proper notice.

In the event a notice of suspension is sent and whether or not service is actually suspended, arrangements satisfactory to the District shall be made for the payment of all fees, rates, penalties or charges due.

14.7 Informal Resolution

Any Customer, upon receipt of a notice of suspension, violation or penalty may, within five (5) days from receipt, request a conference with the District Manager to discuss the violation or penalty. The conference, with the customer and District staff shall be held within ten (10) days of receipt of request. If not resolved at the conference, the District Manager shall render a decision, and notify the Customer within five (5) days. The decision may be appealed to the Board.

During the informal resolution procedure, as set forth herein, service will be suspended unless the District Manager determines that there is no danger to the environment, the sewer service, or to any person or property.

14.8 Appeal to the Board

A Customer may appeal the decision of the District Manager by filing with the District Manager a written notice of appeal within ten (10) days after the decision has been received. Such notice shall set forth in detail the grounds therefore. Service shall be suspended unless the notice of appeal is accompanied by payment of all charges, including, disputed amounts, and any penalties, charges, rates, fees, and tolls. In the event the decision is reversed, appropriate refunds will be made. The Board shall consider such appeal at the regularly scheduled or special board meeting to be held within thirty (30) days of the filing of the notice of appeal.

The District Manager shall submit to the Board a summary of the proceedings. The Customer may present evidence to the Board at the meeting where the appeal is being considered. The Board shall then consider all evidence submitted to it by the District Manager, the Customer, and any other witnesses who may be called. The Board shall have the right to reasonably limit the time and manner of any presentation hereunder. Within fifteen (15) days after the Board hears and considers the appeal, the Board shall enter a ruling based thereon, and a copy shall be delivered to the Customer. In the event that the decision is adverse to

the Customer, all administrative remedies shall be deemed to have been exhausted.

14.9 Emergency Situations

If an emergency situation exists which constitutes an imminent threat to the health or safety of Persons or potentially dangerous to the environment or to the sewer system as determined at the sole discretion of the District Manager, the Customer's service may be terminated immediately without notice and such termination of service shall continue for as long as the emergency situation continues to exist.

14.10 Penalties Not Exclusive

The penalties set forth in this article are not exclusive and the District may prosecute to the fullest extent of the law any person engaged in any illegal activities and may institute whatever civil actions it deems necessary to insure compliance with these Rules and Regulations and to recover any damages, including attorney's fees caused by any violations of these Rules and Regulations.

14.11 Customer Complaints

Any Customer having any complaint with respect to the conduct or action of any employee of the District in connection with the operation of the water and sanitary sewer system or in connection with the administration or implementation of any rules, regulation or policy related to the operation of said systems, unless specifically provided for elsewhere in this article, shall follow the complaint process described hereafter:

14.11.1 The Customer shall contact the District Manager to register any complaint. The District Manager will investigate the Customer's complaint and, upon completion of said investigation, shall contact the Customer and relate all information associated with said complaint within fifteen (15) days. If the investigation yields evidence of actions or conduct contrary to the operations, policies, rules, regulations or other procedures of the District, the District Manager shall initiate appropriate corrective action and notify the complainant that action was taken.

14.12 Billing-Related Complaints

Any Customer having a billing complaint shall contact the customer service department in person, by phone or by letter. The customer service department will investigate the Customer's concerns and, upon completion of this investigation, shall contact the Customer relating all information associated with said complaint. If an error is discovered during the investigation, the succeeding bill shall reflect all adjustments. The Customer may appeal any decision to the District Manager as set forth in this Article.

ARTICLE XV
FEES AND CHARGES

15.1 Establishment of Rates and Charges

The rates and charges for water and sanitary sewer shall be as fixed and established by the board at least annually and attached to these Rules and Regulations as Exhibit A - Rates, Fees, and Charges. The remedies provided in these Rules and Regulations are in addition to and do not limit of any other remedies available to the District pursuant to any law or regulations.

15.2 Perpetual Lien

Until paid; all fees, rates, penalties, or charges due in accordance with these Rules and Regulations, any Industrial Pretreatment Agreement or Industrial Sewer Agreement 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. See C.R.S. Section 32-1-1001(1)(j)(I).

15.3 Joint Liability

The District shall have the right to assess to account, all legal, court, and other costs necessary to or incidental to the collection of said account, including attorney fees, and said costs of collection shall be secured by the perpetual lien referenced above. The Customer and Owner are equally liable for any rate, fee, charge or penalty of the District. Any agreements entered into between Customers, 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.

15.4 Change of Rates and Charges

The Board reserves the right to change Exhibit A – Rates, Fees, and Charges at any time.

15.5 Tap Fees

Tap fees shall be collected with respect to property requiring service pursuant to these Rules and Regulations. The amount of such fees and the timing of the collection thereof shall be established from time to time by resolution of the Board.

15.6 Water Meter Fee

The water meter fee, in addition to all other applicable fees and charges of the District, must be paid before the water meter will be furnished.

Whenever an installation of a water meter is required which is not covered by the schedule of charges, such work shall be done only after the District has received a deposit of twenty-five percent (25%) of the District's estimate of the actual costs. The total actual costs must be paid before service will be provided.

15.7 Inspection Fees

Inspection of facilities for water and sanitary sewer service are performed by the District. The Customer shall be required to pay an inspection fee.

There will be a supplemental fee for each additional inspection required due to failure of the Customer to have the facilities ready for the required inspection.

15.8 Hydrant Permit Fee

Temporary construction water may be obtained by submitting the appropriate deposit to the District and paying the fees required by the District as described in Exhibit A - Rates, Fees, and Charges.

15.9 Disconnection and Reinstatement Charge

For any request to reestablish service subsequent to suspension, there shall be a surcharge for disconnection and reinstatement.

15.11 Fire Sprinkler Systems

Internal fire sprinkler systems shall be owned, operated and maintained by the Customer.

15.12 Special Situations

Wherever any service is required which is not covered by the schedule of charges, established from time to time by the Board and published as Exhibit A - Rates, Fees, and Charges to these Rules and Regulations, the District Manager shall estimate the actual cost to the District (including reasonable administration costs) of the required service. The service shall be provided only after the District has received a deposit of one hundred percent (100%) of the estimate of the actual cost. In the event the actual cost is less than the deposit, the balance shall be refunded to the person paying the deposit upon completion of the service.

15.13 Security Deposit

The District may require a deposit by a Customer if deemed necessary by reason of estimated future water billings or if there is experience of delinquency in the payment of rates, fees or charges. Such amount shall be not less than the estimated cost of water and sanitary sewer service for a two-month period or such other amount as determined by the District Manager, subject to appeal pursuant to Sections 14.7. 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.

15.14 Billing

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

15.15 Metering

For the purpose of computing user charges, each residential and commercial meter on the Owner's 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.

15.16 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 Customer.

15.17 Payment for Service

Bills for water and sanitary sewer service shall be payable upon receipt of the statement and delinquent on the delinquent date as described in Section 14.5. The District, in its sole discretion may credit any amounts received to any charges due.

15.18 Returned Check Fee

Any check or other negotiable instrument tendered to the District for payment of rates, fees, charges or penalties which is returned to the District and dishonored for any reason whatsoever shall be subject to a returned check fee.

15.19 Unmetered Service Fee

The District shall have the right to assess a fee to any owner, Customer, or developer who fails to install a water meter prior to the sale of a property. The water service shall be terminated until the meter is installed.

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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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