

PART I
GENERAL RULES AND REGULATIONS
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January 14, 2015

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Approved: May 12, 1998

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ARTICLE 1

GENERAL PROVISIONS

- 1.1 **General Purpose and Authority:** The purpose of these Rules and Regulations is to provide for the orderly construction, management, operation and control of the public utility systems, facilities and improvements of the Denver Southeast Suburban Water and Sanitation District, d/b/a Pinery Water and Wastewater District (the “District”), including additions, extensions and connections thereto. The District is a governmental entity and political subdivision of the State of Colorado and a body corporate with all powers of a public or quasi-municipal corporation which are specifically granted or implied for carrying out the objectives and purposes of the District.

These Rules and Regulations are promulgated and adopted pursuant to the provisions of Section 32-1-1001(1)(m), Colorado Revised Statutes, as amended from time to time. The Board of Directors of the District (the “Board”) has determined to adopt these Rules and Regulations in order to implement the decisions and policies of the Board. Any Person desiring to use the District’s facilities shall comply with these Rules and Regulations. No Person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with policies and standards of the District contained herein, and in amendments or supplements hereto.

- 1.2 **Public Health, Safety and Welfare:** It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the District and its Customers.
- 1.3 **Name:** The official name of the District is Denver Southeast Suburban Water and Sanitation District. To better define the geographic area served by the District and to facilitate Customer identification, the District operates unofficially under the name Pinery Water and Wastewater District.
- 1.4 **Scope of Rules and Regulations:** These Rules and Regulations shall be treated and considered as a new and comprehensive regulation, governing the operations and functions of the District and shall supersede all previous compilations of Rules and Regulations and informal practices and policies of the District, which may be in conflict with the provisions hereof.

- 1.5 Rules of Construction: These Rules and Regulations are promulgated pursuant to statute in the exercise of the Board's discretion to provide a tool for management of the District and for the orderly provision of essential services. These Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and each and every part hereof is separate and distinct from all other parts. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or any law which may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the District or to be a waiver of any immunity granted to the District under Colorado law. No omission or additional material set forth herein shall be construed to alter, waive or deviate from any grant of power, duty, responsibility, or limitation or restriction imposed or conferred upon the Board by statutes now existing or amended in the future or under any contract or agreement existing between the District and any other governmental entity. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future.
- 1.6 Amendment, Modification, Waiver or Suspension: These Rules and Regulations may be amended, modified, waived or suspended, from time to time, by the Board, as it deems appropriate. Absent any specific provision to the contrary, notice of such amendments, modifications, waivers or suspensions shall not be required to be provided by the District prior to exercising its amendment, modification, waiver or suspension powers, and no public hearing shall be required. The District has the power to revise its Rules and Regulations from time to time by either formal action of the Board or by implication and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Any formal action of the Board to revise, amend or modify these Rules and Regulations shall be deemed incorporated herein notwithstanding whether such revision, amendment or modification is codified herein. Supplemental policies of the District may be adopted from time to time in order to assist the Board in managing the affairs of the District. The Board, or the District Manager, shall have the sole authority to amend, waive, suspend or modify these Rules and Regulations. Any Person claiming the benefit of such a waiver, suspension or modification shall be required to obtain a written waiver authorized by the Board or the District Manager, and signed by the District Manager. No refusal, failure or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty or responsibility, or any limitation or restriction upon the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other entity. Any express waiver shall not be deemed an amendment of these Rules and Regulations. However, an express waiver or variance from these Rules and Regulations by the Board or the District Manager shall supersede these Rules and Regulations regarding the subject matter of the express waiver. No waiver shall be deemed a continuing waiver. No Customer shall obtain any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District.

- 1.7 Inclusion into Contracts: These Rules and Regulations are automatically incorporated into every contract, written or oral, with the District whether expressly referenced or not, to the extent they are not inconsistent with the terms of said contract .
- 1.8 Rights and Authority: The District reserves the right to temporarily discontinue service to any property, at any time, for any reason deemed necessary or appropriate. The District shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.
- 1.9 Authority to Enter and Inspect: As partial consideration for the provision of water service and sewer service, the Customer grants authorized representatives of the District the express right to enter upon private property for the purposes stated herein. Authorized representatives of the District, upon presentation of identification, shall be permitted to enter upon all properties at all reasonable times for the purpose of inspection, observation, measurement, sampling, testing, and inspection of records of the water or sewer system, in accordance with the provisions of these Rules and Regulations. Failure to permit such inspections, observations, measurements, samplings, testing, and/or inspection of records upon the written request of the Manager may result in the disconnection of water service or sewer service to the property occupied by the party failing to permit the desired access, or other remedies as allowed under these Rules and Regulations, subject to the hearing and appeal procedures set forth herein.
- 1.10 Limitations on Liability: Service from the District is a privilege. As partial consideration for said privilege, the Customer or any other person agrees that except as provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time (“Colorado Governmental Immunity Act”), no claim for damage shall be made against the District because of, or as a direct or indirect consequence of, a cause including but not limited to the following: blockage, breaking or failure of a Water Main or Sewer Main, Water Service Line or Sewer Service Line, valve or meter; failure of the water supply; inadequate pressure or interruption of service; shutting off or turning on water in the Water Mains; Water Main flushing; the making of connections or extensions; damage to property resulting from work on any portion of the District’s system; damage caused by water running or escaping from open or defective faucets; poor water quality; failure of a stub-in to be located where the record drawing indicates it should be; damage to water heaters, boilers, other appliances and customer piping resulting from shutting water off, turning water on, inadequate or sporadic pressures or water quality; the shutting off of the sewer lift stations and possible backflow resulting therefrom; blockage in the sewer system; or for doing anything to the water and/or sewer systems of the District deemed necessary by the Board of Directors or its agents. Additionally, the District shall have no responsibility for notification to any Customer or other person 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.
- 1.11 Saving Clause: If any provision or any part of a provision of these Rules and Regulations shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable

pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Rules and Regulations.

- 1.12 **Effective Date:** These Rules and Regulations shall be effective immediately upon adoption by the Board.

ARTICLE 2

DEFINITIONS

Unless the context specifically indicates otherwise or unless more specifically defined herein, the meaning of the terms used herein shall be as follows: (Note that these definitions also apply to Parts II and III of these Rules and Regulations.

- 2.1 **Bedrock Aquifers:** Water contained in the Lower Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers (the “Bedrock Aquifers”).
- 2.2 **Board:** the Board of Directors of the Denver Southeast Suburban Water and Sanitation District, d/b/a Pinery Water and Wastewater District.
- 2.3 **Connection:** the physical connection to the water or wastewater system of the District.
- 2.4 **Contractor, District:** an independent contractor hired by the District to perform work and/or furnish materials for the benefit of the District.
- 2.5 **Contractor, Private:** an independent contractor hired by any person other than the District to perform work and/or furnish materials for the benefit of such person, but affecting the District and/or its operations.
- 2.6 **Customer:** any person, together with any lessee or tenant of such person, whose property is supplied with or whose property is capable of being supplied with water and/or sewer services by the District.
- 2.7 **Dedicate or Dedication:** To set aside an interest in land or water rights to some public use, made by the owner and accepted by the District for such use by or on behalf of the public.
- 2.8 **Developer:** any person, partnership, corporation or firm who is the owner of land and is subdividing said land for resale.
- 2.9 **Disconnection Fee:** the charge assessed against a customer for disconnection of a Water Service Line or Sewer Service Line from the District’s facilities.
- 2.10 **Disconnection (Involuntary):** the disconnection of a customer’s service because the account is delinquent or because the facilities do not conform to the District’s Rules and Regulations.

- 2.11 District: Denver Southeast Suburban Water and Sanitation District, d/b/a Pinery Water and Wastewater District.
- 2.12 Districtwide Facility: a water and /or sewer improvement of any type, including wells, tanks, and pump stations, which serves a large number of units and is owned and maintained by the District. Water mains of a size greater than 12 inches and sewer mains of a size greater than 8 inches are considered a Districtwide Facility. [Note: Districtwide Facilities were identified as “Townwide” Facilities in the May 12, 1998 Rules and Regulations and previous documents. The terms are synonymous.]
- 2.13 District Manager: the person appointed by the Board to manage the affairs of the District and to enforce the District’s Rules and Regulations.
- 2.14 Domestic Purposes: water which is used for normal household purposes inside a residential or commercial unit and water used outside such unit for normal household purposes, including irrigation of lawns and landscaping.
- 2.15 Groundwater Protection Zone: a zone established and described in the Rules and Regulations to protect the District’s alluvial water supply.
- 2.16 Inspection Fee: the charge assessed for inspecting and administering connections to the District’s systems.
- 2.17 Inspector: the District Manager or the District Manager’s duly authorized representative.
- 2.18 Intract Facility: a water and/or sewer improvement which serves a small geographic area and cannot be extended to serve new areas.
- 2.19 Notice: Unless otherwise provided by statute or specific provision hereof to the contrary, whenever Notice is required to be given to any person pursuant to the provisions hereof, such Notice shall be deemed to be duly given by delivery of written notice sent by certified U.S. Mail, postage prepaid to the last known address of the Customer or other person that is the subject of such Notice. Notice shall be deemed delivered seven (7) days after deposit in the U.S. Mail. As an accommodation, the District may, but is not required to, attach a Notice to the front door of the Customer’s unit. Failure to do so will not render Notice by certified mail ineffective.
- 2.20 Owner: same as Property Owner defined herein.
- 2.21 Person: a person, firm, joint venture, partnership, trust, corporation or other entity.
- 2.22 Property Owner: The owner, as identified in the public records of any lot, tract, or parcel of real property receiving water and sewer services from the District.
- 2.23 Readiness-to-Serve Charge: the charge described in C.R.S. 32-1-1006(1)(h), under the name “availability of service or facilities” charge.

- 2.24 Reconnection Fee: a charge assessed for reconnecting water service and/or sewer service for a customer whose service has been disconnected.
- 2.25 Sanitary Sewer System: all sanitary Sewer Mains, manholes, cleanouts and/ or lift stations and related appurtenances used for collecting, pumping, treating and disposition of Sewage owned and operated by the District.
- 2.26 Sewer Main: any sanitary sewer pipe line, or system of pipelines designed for carrying sewage owned by the District within public rights-of-way or designated easements.
- 2.27 Sewer Service Lines: the sanitary sewer line extending from the public sewer main to a residence, building or other source of sanitary wastes, and serving only one unit. The Customer and/ or Owner shall be responsible for the maintenance and replacement of the Sewer Service Line and related appurtenances from the saddle tee to the structure to which the Sewer Service Line serves.
- 2.28 S. F. E.: single family equivalent, being normal in-house water use in one average-sized detached living unit within the District is estimated to be 200 gallons per day. The S.F.E. unit value assigned to other uses shall be based on the District's estimated volume of water demanded and consumed by such uses as compared to the volume of water demanded and consumed by such average dwelling unit.
- 2.29 Shall or will: as used in these Rules and Regulations, is mandatory.
- 2.30 Technical Specifications: The technical specifications governing all water and sewer design and construction activities for both public and private facilities which connect to the District Water system or Sanitary Sewer System, and governing component design related to groundwater protection within the District, contained in that document entitled "Technical Specifications," as revised, together with construction details found in that document entitled "Standard Details," as revised, which are incorporated into these Rules and Regulations as if fully set forth herein by this reference, both of which documents are available for inspection in the District office.
- 2.31 Unit: one residence, commercial structure or industrial facility, regardless of whether said structure is owned separately or in common. No outbuilding of any single-family residence shall be considered a unit. A condominium is considered one commercial structure, but each individual townhome of a multi-unit building is considered one unit.
- 2.32 Water Main: a transmission or distribution line which is located in an easement or public right-of-way and is a minimum of 4-inch diameter.
- 2.33 Water Service Lines: the water line extending from the water meter pit to a residence, building or other structure.

- 2.34 Miscellaneous: Any technical term not defined herein shall be as defined in the “Glossary - Water and Sewer Control Engineering,” A.P.H.A., A.W.W.A., A.S.C.E., and W.P.C.F., latest editions.

ARTICLE 3

OPERATING PRINCIPLES AND LIMITS

- 3.1 Connection to Public Facilities: No unit shall be constructed in the District unless it is connected to the water and sewer systems if such systems are within “400 feet of such premises” as stated in C.R.S. 32-1-1006 or unless approved otherwise by the Board. If and when public sewer or water lines are within 400 feet, the property owner will be required to connect to the system upon notification by the District. All applicable fees, then in effect, must be paid.

No Person shall uncover, make any connection with or opening into, use, alter or disturb any public water main, sewer main line or appurtenance without written approval of the District.

- 3.2 Use of District Water: All water supplied to District customers shall be used for domestic purposes. Construction of private irrigation sumps and wells within the District is prohibited.
- 3.3 Service Curtailment: The District shall have the right to shut off the water supply at any time, for any reason deemed appropriate. Whenever there exists, in the opinion of the Board, a shortage of water, due to any reason whatever, the Board shall have the power to regulate and curtail water usage.
- 3.4 Authority of District Personnel: The District Manager, Inspectors, and other duly authorized employees of the District shall, upon display of their credentials, be permitted to enter upon all properties served by the District at reasonable times, for the purpose of inspection, observation, measurement, sampling and testing.

The District Manager shall be the principal interpreter of these Rules and Regulations and the District’s Technical Specifications. If a matter cannot be adequately resolved to the satisfaction of the party raising the issue, such matter, upon appropriate written request, may be referred to the Board for interpretation pursuant to the hearing and appeals provisions of these Rules and Regulations.

- 3.5 Meters and Meter Pits: Meters, yolks, pits and covers are the property of the District and will be maintained by the District. If requested by the Customer, meter accuracy will be checked by the District. Should the accuracy be within 3%+/- of actual flow, the Customer will be charged a fee as determined by the Board for the verification. Meter pits shall not be located in driveways or parking areas, or closer than 5 feet to such areas unless a written waiver is granted by the District Manager.

- 3.6 Regulations by Other Governmental Entities: Any limitation, restriction, or prohibition validly placed upon the District by any governmental entity or by any agreement between the District and any other governmental entity is hereby incorporated into these Rules and Regulations by this reference and shall constitute a limitation, restriction and/or prohibition on each Customer of the District, whether specifically stated or not.
- 3.7 Elimination of Lot Lines: The District will approve written requests to eliminate lot lines within the District subject to the following: (1) compliance with any applicable State or County requirements; (2) full payment of readiness-to-serve charges due on all lots involved prior to approval by the District; and (3) full payment of tap and system development fees for all lots involved prior to approval by the District. If the property is ever resubdivided, all readiness-to-serve charges which would have been required to be paid if the lot line(s) had not been eliminated will become due and payable at the time the property is resubdivided.
- 3.8 Buildings Occupying More Than One Lot: Any person constructing a residence, commercial, public or other building which occupies two to more lots, without eliminating the lot line(s), will be assessed “readiness to serve” charges against all lots involved except for one lot.
- 3.9 Service Outside the District Boundaries: Services may be provided outside the District boundaries pursuant to contract approved by the Board.
- 3.10 Involuntary Disconnection For Reasons Other Than Non-Payment; Right to Public Hearing: The District will give Notice to any Customer whose water, sewer, or septic system is deemed by the District to constitute a health hazard. Such Notice shall inform the Customer of the problem which justifies terminating service, the date the District intends to physically disconnect the property from the District’s facilities, and the provisions for reconnection and resumption of service. If no response is received from the Customer at the District’s offices within the time specified in the Notice, the District shall involuntarily disconnect the Customer’s Water Service Line and/or Sewer Service Line from the District’s facilities. Any Customer who feels the District is not justified in disconnecting his unit may appeal such disconnection pursuant to the hearing and appeal provisions of these Rules and Regulations.

ARTICLE 4

CUSTOMER RESPONSIBILITIES

- 4.1 New Installations and Repairs: Any improvements or repairs to a Customer’s outside Water Service Lines or Sewer Service Lines must be completed in accordance with the District’s Rules and Regulations and District’s Technical Specifications.
- 4.2 Maintenance of Service Lines and Lawn Irrigation Systems: Water Service Lines, Sewer Service Lines, lawn irrigation systems, water features, swimming pools and other water using devices are the responsibility of the Customer and shall be maintained in a good state of repair to prevent wasting of water, plugging of sewers and overloading of District

facilities. The District assumes no responsibility or liability for the operation or maintenance of Water Service Lines or Sewer Service Lines, but does regulate their design, installation and repair. (See District's Technical Specifications.) Failure to discharge a duty or refusal to remedy a problem identified by the District shall be considered a health hazard and may result in disconnection of service. Service will only be restored upon correction of the problem and payment of required fees. Any leak or break in a Water Service Line, Sewer Service Line, or lawn irrigation system line shall be repaired by the Customer within seventy-two (72) hours of Notice of such condition by the District. If a leak or break has not been repaired within seventy-two (72) hours of Notice or, if said leak or break endangers the District's systems, the District shall have the right either to repair it or have it repaired. The Customer shall be assessed the District's costs for repair. Such assessments, if not paid in a timely manner, shall be subject to collection by the District pursuant to the provisions of these Rules and Regulations. The use of Copper Sulfate for control of root intrusion in Sewer Service Lines is prohibited.

- 4.3 Special Needs: Customers having appliances or other devices dependent on a specific pressure of water or on a continual supply, shall provide, at their expense, suitable safety or storage devices for the protection required. The District assumes no liability for injury or damage to persons or property due to the failure of such devices, high or low water pressure or loss of water service.
- 4.4 Wasting Water: It is prohibited for any Person to waste water supplied by the District. Water Waste is defined as an application of water which does not result in a beneficial use of the water.
- 4.5 Large Water Meter : The customer shall furnish water meters 1-1/2" and larger. The meter(s) shall be installed by a plumber licensed by the State of Colorado hired by the Customer with inspection by the District.

ARTICLE 5

LICENSING AND PERMIT REQUIREMENTS

- 5.1 Service Line Letter of Availability: Connection of a Water Service Line or Sewer Service Line to the District's facilities will require a Letter of Availability from the District and payment of the applicable fees. Applications, available from the District, must be fully completed and signed by the Property Owner. If any fees due the District are outstanding against the property, such fees must be paid in full at the time of application. Each Letter of Availability will allow only one Unit to be connected to the District water or sewer system. Letters of Availability are issued to specific lots and may not be transferred. Letters of Availability issued by the District do not include permission to perform work within public rights-of-way, and a separate permit must be obtained from Douglas County.
- 5.2 Commercial and Industrial Connections: Connection of a commercial or industrial facility to the District's water and/or sanitary sewer system will require approval from the District, submittal of design data and drawings as required by the District, and payment of the applicable fees. As a condition for obtaining approval, the applicant must comply with the

District's Rules and Regulations and Technical Specifications for installation, and obtain approval of the District.

- 5.3 Commercial and Industrial Irrigation Approval: Approval for a separate, interruptible metered service may be obtained by a commercial or industrial facility for irrigation of approved lawn and landscaped areas at the rate established by the District for irrigation use. Irrigation must be done between the hours of 10:00 p.m. and 6:00 a.m. in accordance with conservation measures established by the District. If irrigation is carried on at other hours without previous approval of the District, the customer will be subject to a penalty and increased charges as determined by the Board.
- 5.4 Swimming Pool Approval: Connection of a swimming pool, having a separate filtration and backwash system, to the District's facilities will require approval from the District, provision of approved backflow prevention device, and payment of applicable fees. Filling of swimming pools may be interrupted by the District. Specific approval from the District is required for the connection of pool drains to the District sewer system.

ARTICLE 6

CONNECTION AND DISCONNECTION

- 6.1 General: In addition to the information included in this Article, all applicable provisions of the District's Technical Specifications shall be observed. All Water Service Lines and Sewer Service Lines shall be connected to District facilities unless approved otherwise by the Board.
- 6.2 Limits of Public Sewer and Water Lines: The public sewer shall consist of the Sewer Mains and individual service wyes or taps located within public rights-of-way or easements granted to the District. The public Water Mains shall consist of the mains, a minimum of 4-inch diameter, located within public rights-of-ways or easements granted to the District and the individual service lines from the main to, and including the meter pit located near the edge of rights-of-way.
- 6.3 Inspection: All Water Service Lines and Sewer Service Lines, fire lines, irrigation system connections and swimming pool connections must be inspected and approved by the District before being covered and placed into service. A copy of the "Application for Service", signed by the District inspector, will be provided to the installer upon approval. Requests for inspection shall be made to the District office at least 24 hours in advance of when the facility is ready for connection to the District's system, and the installer shall familiarize himself as to the scheduled periods when District inspectors are available.
- 6.4 Disconnection By Owner: No Water Service Line or Sewer Service Line may be disconnected from the District's systems without the written permission of the District Manager.
- 6.5 Involuntary Disconnection for Reasons Other Than Non-Payment; Right to Public Hearing: The District may terminate any Customer's water or sewer service, including physical

disconnection from the District's system, for non-payment of fees and charges, for failure of the customer's facilities to conform to the District's Technical Specifications, for discharge of non-approved substances to the sewer, for violation of any rule or regulation of the District, or for unauthorized connection of facilities to the District's systems. Further, the District may terminate any Customer's water or sewer service if such Customer's water, sewer, or septic system is deemed by the District to constitute a health hazard. A termination and reconnection fee will be assessed. The District will give Notice to any Customer, informing him of the problem which justifies terminating service, the date the District intends to physically disconnect the property from the District's facilities, and the provisions for reconnection and resumption of service. If no response is received from the Customer at the District's offices within the time specified in the Notice, the District shall involuntarily disconnect the Customer's Water Service Line and/or Sewer Service Line from the District's facilities. Any Customer who feels the District is not justified in disconnecting his unit may appeal such disconnection pursuant to the hearing and appeal provisions of these Rules and Regulations.

- 6.6 Water Meters: For each residential, commercial, industrial and major irrigation service, not larger than 5/8- inch by 3/4-inch diameter, the District will provide and install a water meter. All meters larger than 5/8-inch by 3/4-inch shall be furnished and installed by the Customer according to District requirements. In all subdivisions fully approved and accepted by the District for maintenance, water meters will be set when the service installation is inspected and approved. Water meter pits must remain clear and readily accessible to District personnel. If the meter pit cannot be readily accessed as determined by the District, including covering with landscaping or sod, planting of landscaping close enough to obscure the meter pit, etc., the Property Owner shall remedy the situation within 30 days of notification of such condition by the District. If the meter pit has not been made accessible within 30 days, the District shall have the right to correct the problem and assess the cost of the work to the Property Owner. The District will not be liable for any Customer improvements removed or damaged in correcting the problem.
- 6.7 Service Lines: Those portions of the Water Service Lines and Sewer Service Lines within the public rights-of-way or easements will be constructed by or under the District's inspection and are intended to provide services to the Customer's property. The District will maintain these services except as provided otherwise herein. That portion of the Water Service between the Water Main and the Meter Pit will be maintained by the District unless damaged or destroyed by the Customer. Although Sewer Service lines will be provided to the Customer's property line, the Customer will be responsible for maintenance and replacement of the Sewer Service line and appurtenances from the building to the saddle tee.. The saddle tee will be maintained by the District. The use of Copper Sulfate for control of root intrusion into a Sewer Service Line is prohibited. Before constructing a new facility on a lot, the Customer is required to ascertain the physical location of the Water and Sewer Service lines. The District assumes no liability in the event the Water Service Lines and/or Sewer Service Lines are not where they are indicated on general District drawings.
- 6.8 Structures Over Water and Sewer Facilities: No driveway or other structure shall be constructed closer than 10 feet to any Water Service Line or Sewer Service Line, except as provided for below.

- 6.9 Exceptions: Driveways may cross District Water Main or Sewer Main located in public rights-of-way at approximately a 90 degree angle. Water valves or sewer manholes which fall within the limits of the driveway shall be set at the grade of the driveway in accordance with the District's Technical Specifications. The District will not be responsible for settlement or other damage to the driveway in the vicinity of the Water Service Main or Sewer Service Main.
- 6.10 Variances: Variances may be granted by the District Manager in appropriate cases upon written request made on a form prepared by the District and upon payment of the required fee. Variances shall only be granted on the condition that all Owners of the property for which the variance is sought sign an agreement acceptable to the District in form and substance, that, (1) no driveway or other structures will be placed over or within 5 feet of the water meter pit and Water Service Line or Sewer Service Line in the right-of-way; (2) any Water Service Line which crosses under the driveway will be properly encased; (3) the water meter pit shall be kept clear and accessible at all times; (4) Sewer Service Lines located under or within 5 feet of the driveway or other structure shall be bedded and backfilled in accordance with the District's Technical Specifications as they relate to sewers in roadways; (5) the District shall be held harmless from any damage which may occur to the driveway or any other property as a result of a leak in the Water Service Line, blockage in the Sewer Service Line and settlement; and (6) the District will be held harmless from any damage which may occur as a result of excavation and related activities performed by the District in connection with the Property Owner's Sewer Service Lines or Water Service Lines including payment of all costs incurred by the District as a result of having to remove any portion of the driveway or other structures in order to perform work. This agreement between the Owner(s) and the District will be recorded in Douglas County and shall run with the property.

ARTICLE 7

USES OF PUBLIC SANITARY SEWER SYSTEM

- 7.1 Waste Discharges: No wastes, other than normal domestic or commercial sewage or industrial wastes comparable to domestic sewage in strength and character which fall within the classifications of waste identified herein shall be discharged into the District sewer system. In addition, no storm water runoff, groundwater, footer drains, roof drainage or cooling water shall be discharged into the District sewer system. Industrial wastes, or wastes of a special character, may only be discharged directly to the sewer system upon written approval of the District.
- 7.2 Traps: Grease, oil and sand traps shall be provided for commercial and industrial facilities when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing these substances in amounts sufficient to impair the use of the sewers. All traps shall be of a type and capacity approved by the District and shall be located so as to be readily accessible for inspection and cleaning. Waste haulers must be currently licensed for handling and disposing of such wastes by the applicable regulatory agencies. Where traps are

required, they shall be installed and maintained by the Customer. They are subject to inspection at any time by the District upon notification of the Customer and shall be cleaned at least once a year. Evidence of such cleaning shall be submitted to the District by the Customer, Contractor or agency hired to do the work. Failure to maintain traps in good condition will be cause for action under these Rules and Regulations. The use of microbial grease digestants, or similar enzyme based grease trap additives which allow grease and other wastes to move through the grease traps in a liquid form into the Sanitary Sewer System are prohibited. Customers who use microbial grease digestants or similar enzyme based grease trap additives in violation of this Section shall be jointly and severally liable for all costs and expenses associated with cleaning and unclogging the Sanitary Sewer System as a result of the discharge of grease in liquid form into Sewer Mains. Costs of reinspections due to improper maintenance will be charged to the Customer.

- 7.3 Classifications of Wastes: Sanitary and industrial wastes are classified into three main categories as defined below. Determination of the classification of the wastes shall be done by the District in accordance with the Department of Health and EPA standards, and such determination shall be final and binding.
- (a) Normal Sewage: Sewage which can be treated at the wastewater treatment plant without pretreatment and contains not more than 300 milligrams per liter (mg/l) of suspended solids and not more than 250 mg/l of B.O.D. based on the daily average flow.
 - (b) Industrial Waste: Any predominately liquid waste which does not conform to normal sewage but which can be accepted by the District following acceptable pretreatment by the user. In special cases where the District allows dumping of recreational vehicles, or portable toilets, the deodorizing agent shall be biodegradable and shall not contain Formaldehyde. A determination will be made at the time of application.
 - (c) Prohibited Sewage: Any wastewater discharge which, in the opinion of the District, may have a deleterious effect on the wastewater collection system or the treatment plant or may be inflammable or explosive including seepage. Also prohibited are storm drainage, downspouts and other reasonably clear water of sufficient volume to effect the collection and treatment facilities.

- 7.4 Penalty for Impairment of District Facilities: If improperly treated industrial wastes or prohibited sewage is discharged into the public sewer, the violator will be assessed a penalty for such violation in accordance with the enforcement, violations, and penalties provisions of these Rules and Regulations.

Connection of Old Facilities: Existing sewer lines, or portions thereof, shall not be used as a part of new mains or service lines unless specifically approved by the District. Connection to the outlet side of a septic tank is prohibited.

- 7.5 Sampling Manhole: When required by the District, the owners of a property served by a Sewer Service Line carrying industrial wastes shall construct a manhole or other structure of a design acceptable to the District with the necessary meters or other appurtenances to permit sampling, observation and measurement of the wastes.

ARTICLE 8

FEES, RATES AND CHARGES

- 8.1 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 Section 32-1-1001(1)(j)(I), Colorado Revised Statutes, as amended from time to time. The fees, rates and charges as herein described apply to services within the District. Fees, rates and charges in the case of out of District services shall be as specified in applicable out of District service contracts, except when such contracts do not set forth any fees, rates or charges contained in these Rules and Regulations, the fees, rates and charges set forth herein shall be applicable in all cases. Except where specifically set forth herein, a copy of the District's current fees, rates and charges is available on request from the District ("Current Fee Schedule"). Nothing contained herein shall limit the ability of the Board to modify fees, rates and charges or to change any classification.
- 8.2 Water Service Charges: Water use shall be metered by the District and charges established based on the gallons used during a billing cycle with a base charge for a minimum usage. The billing cycle is monthly. Rates for various ranges of use shall be set from time to time as determined by the Board. Charges shall commence at the time of installation of the water meter for all fees, rates and charges, except Readiness to Serve Charges.
- 8.3 Sewer Service Charges: All sewer user charges shall be a flat rate, as determined by the Board, based on size of the customer's water meter. The billing cycle is monthly.
- 8.4 Water Project Fee: The Water Project Fee is as set forth in the Current Fee Schedule, which is available from the District upon request. Revenue from the Water Project Fee shall be segregated from other revenue shown on the District's financial statements. Projects and financing for eligible water supply projects shall be shown in the same accounting.
- 8.5 Courtesy Turn On and Turn Off Fee: The Courtesy Turn On and Turn Off Fee shall be as set forth on the Current Fee Schedule, which is available from the District upon request. Such fee shall be added to any outstanding water and sewer charges for the Unit and shall be due at the time of the sale of the Unit.
- 8.6 Large Irrigator Charges: Commercial Customers may request a separate meter for irrigation use only. In such case, the Customer must pay all tap, system development, connection and inspection fees applicable to a building service connection. Water use shall be billed monthly at a single rate with a base fee payable each month regardless of the amount used.
- 8.7 Bulk Water Use for Construction: Temporary use of water for construction purposes shall be furnished at the discretion of the District. Fees for access to such water shall be charged on a flat fee basis as determined from time to time by the District and water usage will be billed at a rate per one thousand gallons as set forth in the Current Fee Schedule.
- 8.8 Shutoff Fee: If service is shut off for non-payment, the Customer will be required to pay a Shutoff Fee as set forth on the Current Fee Schedule, which is available from the District

upon request, plus all amounts due before service is restored. Payment must be in cash or certified funds. The entire responsibility for payment of water and sewer fees lies with the Owner of the property, and a lien will be placed against the property for non-payment. If the property is rented or leased, the Owner assumes full responsibility for collecting user fees and late charges from the tenant.

- 8.9 Disputed Bills: If a customer believes the charges levied are incorrect, the District shall be notified as soon as possible. The District will verify the billing. If notice is received at least 5 business days before the payment due date, the Customer will be advised of the correct amount which shall be paid before the due date or within 5 days after the Customer is notified of the correction by the District. If notification is received less than 5 days prior to the due date or subsequent thereto, the Customer must pay the amount billed and any adjustment will be included in the next billing. Notification of a disputed bill is not sufficient reason for withholding payment.
- 8.10 Fees to be Paid Prior to Obtaining a Letter of Availability: Tap and connection fees and any other charges required to be paid for connection to the facilities of the District shall be paid in full, in certified funds or as evidenced by canceled check, before connection to the District's facilities can be made. If the actual connection(s) to the system is not completed within one year from the date of payment, applicant shall be subject to any increase in such fees which may have occurred subsequent to the payment date. If a tap is not used for two years or abandoned for any reason by the applicant, the amount paid to the District shall be retained as damages. The fee will be retained and shall be credited toward the fees for a future tap for the subject property for a period of five years from the date of the original Letter of Availability. After this date, the project will be considered abandoned and all fees will be retained by the District.
- 8.11 Tap Fee: A tap fee will be charged for extending the Water Service Lines and/or Sewer Service Lines from the main to the Customer's lot line where such connections do not exist as part of the subdivision development, or where the District has agreed to reimburse a Developer for such costs as part of the development agreement, or for structures for which outside irrigation is provided through central irrigation systems with separate water meters as addressed in these Rules and Regulations (Paragraph amended by Resolution 2008-3, effective 1/10/2008). This fee typically applies to older sections of the Pinery where service lines were not built to the lot lines. These fees will vary depending on the development served and are available from the District office.

For Structures for which Outside Irrigation is Provided through Central Irrigation Systems with Separate Irrigation Meters: Tap and connection fees for structures for which outside irrigation is provided utilizing central irrigation systems through separate irrigation meters are established in an amount equal to seventy percent (70%) of the then current applicable single family residential tap and connection fee. The seventy percent (70%) tap and connection fee is calculated by omitting that portion of the current applicable single family residential tap and connection fee which represents the peak day demand factor. If any such central outside irrigation system is discontinued and the land surrounding each such structure is separately irrigated, an additional tap and connection fee equal to thirty percent (30%) of

the then current applicable single family residential tap and connection fee will be assessed. (Paragraph added by Resolution 2008-3, effective 1/10/2008)

- 8.12 Tap and Connection Fee: A fee, as established and adjusted from time to time by the Board, charged to help defray the cost of construction, replacement and acquisition of water, sewer and administrative facilities and water rights necessary to meet regulatory requirements and customer needs on a District-wide basis. This is a one time charge assessed at the time of connecting to the system and is based on the size of the water tap.
- 8.13 Readiness to Serve Fee: An availability of service charge, also known as a Readiness to Serve Fee, will be assessed on a monthly basis for water availability or water and sewer availability, as the case may be, for the purpose of paying principal and interest on outstanding District indebtedness. This charge will be assessed against all vacant lots within the District which have available water and/or sewer facilities, as the case may be, in accordance with the provisions of C.R.S. 32-1-1006(1)(h), as amended. (Repealed and reenacted by Resolution 2012-3, effective 3/14/2012).
- 8.14 Temporary Fire Hydrant Service: Upon application and payment of deposit, a person may obtain permission to use water from a hydrant. Approval will be given on an availability basis depending on the District having a meter available. Water shall only be taken from a hydrant approved by the District. Connections to hydrants must be water tight and hoses must extend at least 10 feet from the hydrant. All trucks or other water carrying vessels must have an approved anti-siphon device. Filling operations must cease during the duration of a fire.

Charges will include a monthly rental charge plus a charge for the gallons used. The monthly rental will be assessed for each 30 day period or portion thereof during which the person has the meter. Upon return of the meter, charges will be deducted from the deposit and the balance returned approximately one week following the next regular District Board meeting. Should charges exceed the amount of deposit, the person shall be notified and required to post additional deposit money.

In the event a meter is lost, stolen or damaged, the person shall be responsible for the cost of replacing the meter or paying for the repairs. The person obtaining the meter will be responsible for checking its working condition and reporting any problems prior to placing it into service.

When opening or closing a hydrant valve to which a meter is connected, care shall be taken to perform the operation slowly so as not to damage the meter or cause surges in the water main. Large water meters for direct connection to a hydrant shall be equipped with a separate valve to avoid using the hydrant valve for repeated operations.

- 8.15 Services of District's Personnel and Consultants: When requested or required, services by District personnel will be charged at the billing rates set by the District Manager to cover the cost of payroll, benefits and overhead. A copy of such rates will be furnished upon request. Other charges such as outside consultants' fees, contractors, travel, rental of special

equipment, blueprints, copies and similar items will be charged at their cost plus 10%, or at a rate set by the District Board.

- 8.16 Inspection and Obtaining Copies of District Records: Pursuant to the provisions of the Colorado Open Records Act , C.R.S. 24-72-200.1 to 206 (“CORA”), public records of the District may be inspected during normal office hours by requesting the desired documents in writing and directed to the designated custodian of records. Please contact the District Manager at (303) 841-2797 to receive direction about the designated custodian of records. General emails to the District [or inquires on the District’s website or social media sites] will not be treated as records requests under CORA.

All requests must contain the following information:

- Description of the records being requested. Describe the request as specifically as possible. If you are uncertain about which records contain the information you are seeking, provide a description of the type of information you are searching for, including date ranges.
- If photocopies or electronic copies are being sought, your contact information and preferred method of delivery of the records.

Limitations

The District will only produce those documents as permitted by CORA. Documents that are prohibited from disclosure under CORA will not be released.

Fees and Costs

Fees for research and retrieval of public records may be imposed at the discretion of the records custodian as follows:

First Hour-No Charge

Second and Each Subsequent Hour-\$30/hour

Hourly research and retrieval fees may be adjusted for inflation pursuant to C.R.S. § 24-72-205(6)(b). Other fees may be imposed at the discretion of the records custodian consistent with the provisions of CORA.

- 8.17 Payment Responsibility: Bills for water and sewer services are payable upon receipt and become delinquent after the due date indicated on the bill. If payment is not received in the District office more than five (5) days after the due date and such past due water and sewer charges exceed \$40.00, a late fee penalty consistent with the Current Fee Schedule will be added. If the due date falls on a Saturday, Sunday or holiday, payment must be received no later than close of business on the following business day. Failure to receive payment by the due date will initiate a notice on the next customer bill indicating the date that service will be shut-off. The total amount due, including any penalties and late charges must be paid prior to that date. Late charges will include an interest charge of 1% per month or part thereof, on past due water and sewer charges in full from the initial due date. Should a check

be returned for lack of funds, a \$30 charge will be added to the account and full payment must then be made in cash, certified check or money order.

ARTICLE 9

INCLUSION OF, AND SERVICE TO, NEW SERVICE AREAS; CHANGES TO LOT LINES

- 9.1 Statement of Policy: Owners of any property for which inclusion into the District is sought or for which an out of District service contract is sought must provide sufficient water rights to serve the water requirements as determined by the District, for all development projected by the petitioners or parties requesting out of District service. Future water demands in excess of such projected amount will not be supplied by the District unless and until additional water resources, acceptable to the Board in its sole discretion, are dedicated to the District. All facilities, including connection of the development to the District system, must be financed and built in accordance with the District's Technical Specifications solely by the Developer of the property and in accordance with a specific Developer agreement prepared by the District. The District will not require its existing Customers to subsidize the development of any included or served property.
- 9.2 Information Required for Inclusion: The District will begin evaluating the potential for inclusion of property upon receipt of two paper copies and one electronic copy of all the following information:
- a) Accurate legal description of the property, to surveying standards acceptable to the District, including the total acreage.
 - b) Map of the property showing its location with respect to the current District boundaries.
 - c) Existing and proposed zoning.
 - d) A plan showing land uses, lot and tract sizes, proposed densities and other significant information necessary for the District to determine the effects of the development on its water and sewer systems.
 - e) Proposed development schedule.
 - f) Complete description of all water rights associated with the property, including copies of court decrees and well permits.
 - g) If the water right is used for irrigation, the number of acres presently being irrigated and a legal description and/or map of the acreage irrigated.
 - h) A copy of the documents by which the present owners of each water right appurtenant to the property received title to the water right.
 - i) A copy of all diversion records for each water right proposed for dedication to the District (unless this requirement is waived by the District).
 - j) A description of the historical use of the water right proposed for dedication to the District, including the amount and time of diversions and, if the use was irrigation, the type of irrigation, the number of acres irrigated, the crops grown, and a description of any other water rights used on the land irrigated.
 - k) Complete financial statement of the Developer with balance sheet.
 - l) Name and address of the property owner(s), including principal stockholders or partners as applicable.

9.3 Water Rights:

- 9.3.1. Any person applying for the inclusion of property into the District's service area or for which an out of District service contract is sought, as a condition of such inclusion and as a condition of water service by the District, shall dedicate, at no cost to the District, all of its rights in and to any water contained in the Bedrock Aquifers not later than thirty (30) days following the completion of the inclusion process.
- 9.3.2. In addition to dedicating all of its rights to water in the Bedrock Aquifers, any person applying for the inclusion of property into the District's service area or for an out of District service contract shall provide evidence of dedication of water in an amount of at least 0.55 acre-feet per year per S.F.E. in the proposed development (the "Water Supply Requirement"). Not more than 30% of the Water Supply Requirement may be in the form of fully consumable water from the Bedrock Aquifers. A minimum of 70% of the Water Supply Requirement must be in the form of tributary water rights acceptable to the District. If the person required to make the dedication is unable to furnish either the amount of water required to satisfy the Water Supply Requirement, or the minimum percentage of tributary water rights acceptable to the District, the District, in its sole discretion, may accept a cash-in-lieu payment equal to the number of acre-feet of water required to be dedicated times the amount per acre-foot which the District has established for cash-in-lieu of tributary water rights payments.
- 9.3.3. If the total number of S.F.E.s in the proposed development is greater than thirty (30), the District may, in its discretion, require an engineering report prepared at the Developer's expense by a person experienced in water rights matters, which report is determined by the District to sufficiently analyze the historical use of the water rights proposed for dedication to the District.
- 9.3.4. The sufficiency of water rights shall be determined in the sole discretion of the Board upon advice of the District's water attorney and other consultants. The cost of such determination shall be borne by the Owner(s) of the property being included or requesting service.
- 9.3.5. In the event that the water rights offered to the District for dedication provide raw water credits in excess of those required by these Rules and Regulations, the Developer shall offer any excess water rights to the District at current fair market value. The District may enter into a written agreement to purchase all or part of any such excess water rights and, in that event, the District may require the Developer to grant to the District a right of first refusal to purchase such excess water rights in the future.
- 9.3.6. If a person required to dedicate or transfer water or water rights pursuant to this Article can establish by a preponderance of the evidence that the actual volume of raw water needed to serve a proposed use or uses will be less than that calculated on the basis of S.F.E.s, he or she shall be entitled to a proportionate reduction in the dedication or transfer requirement, as approved by the Board.
- 9.3.7. All facilities and water rights must be conveyed to the District free and clear of all liens and encumbrances.

- 9.3.8. The dedication requirement shall be satisfied by the person seeking approval of the extension of water service, subdivision, annexation, or a change in land use, whether or not that person will be the ultimate user of the District water service.
- 9.3.9. All costs and expenses to transfer water rights (including shares in ditch and reservoir companies or contract rights to water) to the District to satisfy the requirements of this Article, or to transfer water rights which the District has otherwise accepted in accordance with this Article, shall be paid by the person required to dedicate or transfer water rights to the District pursuant to this Article. All costs and expenses necessary to change such water rights so they can be diverted and used by the District for municipal use shall be paid by the person required to dedicate or transfer water rights to the District pursuant to this Article, and the District shall be the applicant or co-applicant in any application to change such water rights. The Board shall establish and adopt a schedule of costs and expenses to be paid by any person required to dedicate or transfer water rights to the District if such person does not desire to complete the necessary change of water rights at the time of dedication or transfer of the water rights to the District. The schedule shall insure that the District is fully compensated for the costs and expenses necessary to change the water rights so they can be diverted and used by the District for municipal use, and shall be reviewed annually by the Board and updated as required. Upon dedication or transfer of the water rights to the District and payment of the costs and expenses set forth in the schedule of costs and expenses, the District Manager may approve an extension of water service.

9.4 Cash in Lieu of Water Rights: In the sole discretion of the District, cash payments in lieu of the conveyance of such water rights may be paid to the District. The amount of such payments shall be in the reasonable determination of the District based upon the value of water rights at the time a request to make such payment in lieu of dedication of water rights is requested.

- 9.4.1. Approval of cash payment in lieu of the dedication of water rights shall be at the sole discretion of the District and shall be subject to the following conditions: (a) The District has sufficient unallocated water rights in its portfolio to meet the new water service obligation; (b) the Customer or Applicant does not have access to the type of water rights that meets the District's criteria for acceptance of water rights; (c) any historical water rights appurtenant to the land to be served have been previously severed; (d) cash payments based on 120% of the calculated new or increase in water use for summer months (defined as May through August each year) shall be valued based on the current local market value of senior water rights per consumptive acre-foot of water; and (e) cash payments shall be paid to the District to be used, at the discretion of the District, to develop and/or acquire additional water for the District.
- 9.4.2. In the event water service is no longer required or desired, any refund of a cash-in-lieu payment previously paid shall be at the sole discretion of the District. Where the District decides in its sole discretion to refund a cash-in-lieu payment, the District may charge a cancellation fee. The District will not refund a cash-in-lieu payment once the property to which water service has been extended has obtained land use

approval unless such land use approval is revoked or otherwise terminated by the relevant land use authority.

- 9.5 Ownership of all water facilities and water rights must be transferred to the District, at no cost to the District, upon inclusion or conclusion of a contract for out of District service in accordance with this Article. All facilities and water rights must be conveyed to the District free and clear of all liens and encumbrances.
- 9.6 No extension of water service, including any new or additional water service, shall be furnished until the requirements of this Article have been complied with; provided, however, that if there are matters pending resolution in court concerning the water rights to be dedicated or transferred, or if there is other delay beyond the control of the person required to transfer or dedicate water or water rights to the District by this Article, the District Manager may approve an extension of water service prior to the dedication or transfer of water or water rights to the District. Any decision made by the District Manager shall be submitted by the Board at its next regular meeting, and the decision shall not become final until the same has been ratified by the Board. Any interested parties shall have the opportunity to be heard with respect to the decision.
- 9.7 Lease of Water: If the owner of the property proposed to be included within the District desires to retain the land or any portion thereof, in agricultural production or as open space prior to development, he or she may, pursuant to written agreement with the District, be permitted to lease back, on an annual basis for irrigation, aesthetic and recreational purposes only, all or part of the water rights dedicated to the District pursuant to this Article. The terms of any such leases shall be at a rate such that the District's expenses are paid for by the lease as determined by the District and on such other terms and conditions as are determined by the District. If the water rights are decreed only for irrigation use, then the lease shall require the owner to document use of the water. Said lease shall provide that, in the event any portion of the land for which the water is leased is platted during the term of the lease, the District may cancel the lease, in whole or in part, to the extent any portion of the leased water is determined by the District to be necessary for water service to the property so platted.
- 9.8 Extension and Oversizing of Facility/Line: As a condition of receiving water or sewer service, the Developer, Owner or Customer may be required, in the District's sole discretion, to construct Water or Sewer lines or facilities beyond the capacity required to serve a particular property or properties or extend such lines or facilities beyond the location required to serve a particular property or properties in order to effectively provide Water or Sewer Service to additional properties within the District's Service Area at a later date.
- 9.9 Cost Recovery: The part of the costs of a facility or line to be installed within, or for, a particular property or properties, but which the District has also assigned a transmission function which results in the need for oversizing or extension as described in these Rules and Regulations, which are eligible for a credit or reimbursement to the Developer, Owner or Customer shall be determined on a case-by-case basis in the sole discretion of the District and shall be described in an agreement with the District.
- 9.10 Conveyance of Property Rights: As a condition of receiving Water or Sewer Service, the Developer, Owner or Customer may be required, in the District's sole discretion, to convey

right-of-way, parcels, easements or other property interests to the District or other governmental entities in order to ensure that the District can provide Water or Sewer Service.

- 9.11 Reimbursement For Condemnation: The District may require a Customer or Developer to reimburse the District for costs of condemnation if in the District's sole discretion it needs to condemn an easement over the property applying for Water or Sewer Service.
- 9.12 Tap Purchase Agreement/Development Agreement: As a condition of receiving Water or Sewer Service, the Developer, Owner or Customer may be required, in the District's sole discretion, to enter into a tap purchase agreement, development agreement or other agreement with the District.
- 9.13 Denial or Revocation of Application: The District reserves the right to deny an application for Water or Sewer Service when, in the opinion of District:
- a) The Water or Sewer Service applied for would create an excessive demand on the District's water or sewer system;
 - b) There has been misrepresentation in the application as to the property and fixtures contained on the property;
 - c) Water or Sewer Service would not be in the best interests of the existing Customers of the District;
 - d) The Applicant has not paid the fees due;
 - e) There is inadequate capacity of the existing system or no ability to connect to the District's facilities;
 - f) The Water or Sewer Service is otherwise not in the best interests of the District; or
 - g) The District's Manager finds the application deficient in any manner.

Denial may also be based upon an unresolved obligation between the District and the Applicant, inadequate documentation of right-of-ways, parcels and easements for facilities that serve the property, or any other reason as determined by District. The District reserves the right to revoke Service for any violation of these Rules and Regulations.

- 9.14 Inclusion or Out of District Service Application Fee: This fee shall be in the amount of \$1000 plus \$100 for each acre of property sought to be included, and is intended to cover the District's costs plus consulting assistance, as required by the District to evaluate the proposal. If the costs are expected to exceed the initial fee paid, the applicant will deposit additional funds with the District for such estimated amounts. The initial fee will be assessed regardless of whether or not a petition for inclusion is completed or approved.

ARTICLE 10

ENVIRONMENTAL PROTECTION MEASURES

- 10.1 Erosion and Sedimentation Control : Douglas County has adopted a Storm Drainage and Technical Criteria Manual which sets forth the minimum design and technical criteria for the analysis and design of erosion control plans. Prior to any demolition or development, the

Owner shall submit an erosion control plan that complies with the criteria specified therein for review by Douglas County.

10.2 Wellhead Protection : Adequate protection shall be provided to all wellheads to prevent vandalism or accidental damage to the wellhead. Entry to wellhead areas is limited to District personnel and District approved contractors.

10.2.1 Groundwater Monitoring Wells : Groundwater Monitoring Wells shall be capped and secured as described in Section 503 of the District's Technical Specifications. A four foot square concrete base shall be constructed around the well surface casing to reduce the potential for a surface contaminant to be conducted down the well bore. Barrier posts, approved by the District, shall be provided where vehicle traffic has the potential to damage the wellhead.

10.2.2 Production Wells: Perimeter fencing shall surround all well surface appurtenances no less than 25 feet from the well and provide an area sufficient for access to service vehicles. Prior to fencing, each production well site shall be leveled, cleared of vegetation, and the gravel placed. In addition, a four foot square concrete base shall be constructed around the well surface casing to reduce the potential for a surface contaminant to be conducted down the well bore.

For wells in areas that are currently developed or targeted for development, security fencing shall consist of six foot high fence compatible with the surrounding area and approved by the District.

For wells in areas that are currently undeveloped and are not targeted for future development, security fencing shall consist of treated cedar, redwood, or Douglas Fir posts, rails, and braces set to a minimum height of 4 feet or District approved equivalent. Three strands of barbed wire shall then be drawn tight and fastened to the posts. Painted metal double gates shall be placed at the site access point.

ARTICLE 11

ENFORCEMENT, VIOLATIONS AND PENALTIES

- 11.1 Violations: Any action in contravention of these Rules and Regulations or the conditions or obligations set forth in any Tap Certificate or Agreement shall be considered a violation and is subject to the provisions of this Article.
- 11.2 Unauthorized Use or Tampering With Sanitary Sewer System: No unauthorized Person or entity shall uncover, use, alter, disturb or make any connection with, disconnect from, make any opening into, use, uncover, alter, disturb or open the District's Sanitary Sewer System without first obtaining a written permit from the District. Unauthorized activities with respect to the District's Sanitary Sewer System include, but are not limited to unauthorized Connections to the Sanitary Sewer System, even though such acts may be performed on a privately owned or maintained Sewer Service Line.
- 11.3 Prohibited Use of Sanitary Sewer System: Prohibited uses of the Sanitary Sewer System include, but are not limited to, an unauthorized draw from or discharge into the Sanitary Sewer

System, an unauthorized Connection or disconnection of Sewer Service Line, or tampering with or in any way modifying any part of the District's Sanitary Sewer System, or modifying Sewer Service Lines in any way that violates these Rules and Regulations.

11.4 Penalties for Unauthorized Use of Water or Tampering With District Equipment: It shall be a violation of these Rules and Regulations for any person to:

- a) obtain water from any hydrant or other source within the District without approval ("Unauthorized Use");
- b) Physically alter or interfere with the operation of any District facility, including connecting any pipe, tube, hose, stopcock, wire, cord, socket, motor, or other instrument or contrivance to any District Water Main, service pipe, or other medium conducting or supplying water to any Unit without a Letter of Availability, or altering, bypassing, obstructing or interfering with any meter measuring or registering the quantity of District water passing through said meter ("Tampering with District Equipment").

In addition to all other remedies available to the District at law or under the Rules and Regulations, each Unauthorized Use of Water or Tampering with District Equipment shall result in a charge by the District to the account of any Customer whose property is benefitted ("Responsible Party"). Charges imposed on a Responsible Party for Unauthorized Use shall be \$500.00. Charges imposed on a Responsible Party for Tampering shall be \$1,000.00.

Each such charge levied shall be due and payable on the date specified in the Responsible Party's normal bill for water service charges. If payment of such charges is not received in the District office on or before the due date specified in the bill, such charge shall be delinquent, and bear interest from the due date at the lesser of 12% per annum or the maximum rate permitted pursuant to Colorado Revised Statutes. Delinquent charges shall be deemed "delinquent accounts".

The District reserves the right to terminate water service for any instance of Unauthorized Use, as provided for under the Rules and Regulations. Service shall not be reinstated until the District is satisfied that the system or use is and will remain in compliance with this Section and all penalties and fees, including without limitation fees for service disconnection and reconnection, are paid in full.

Nothing contained in this Section shall preclude the District from pursuing all available remedies, including without limitation asserting liens against property of a Responsible Party, reporting Unauthorized Use to authorities for criminal prosecution, or any other statutory, legal, or equitable remedy. (Repealed and reenacted by Resolution 2009-11, effective 9/9/2009)

11.5 Imposition of Penalties for Other Violations of District Rules and Regulations: Notwithstanding other legal remedies set forth in these District Rules and Regulations and the laws of the State of Colorado, the District may, pursuant to Section 32-1-1006(1)(d), C.R.S., impose monetary

penalties and may shut off or discontinue water or wastewater services for any violation of the District Rules and Regulations.

11.6 Enforcement Remedies:

11.4.1 Notification of Violation: Whenever the District finds that any Person has violated or is violating these Rules and Regulations or the conditions or obligations set forth in any Tap Certificate or Agreement, the District shall give Notice to the Person who is alleged to be responsible for such violation. The Customer receiving a Notice of Violation shall cure the violation prior to a date set forth in the Notice of Violation (the "Compliance Date"). If the violation remains uncured on or after the Compliance Date, the District may impose a monetary penalty not to exceed \$100.00 for each such violation ("Violation Fees"). Each day that such violation remains uncured shall be deemed a separate violation for purposes of imposition of the penalties described herein. The Notice shall contain a written statement setting forth the Violation Fees. If all amounts set forth in such statement are not paid within thirty (30) days of the date thereof, the District shall have a perpetual lien against the property for the Violation Fees and attorneys' fees and any other costs associated with such Violation Fees. All such sums due to the District shall bear interest from the due date until paid at the rate of 1% per month or fraction thereof. Nothing herein shall prevent the District from pursuing any other remedies to which it is entitled under applicable Colorado law. (Section added by Resolution 2009-2, effective 1/14/2009) In the event of late payment or non-payment of any rates, tolls, charges, fines, fees and/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 suspend services, revoke a Tap Certificate or assess charges, fines and/or penalties as provided in these Rules and Regulations.

11.4.2 Emergencies: If an emergency is deemed 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 Water and/or Sewer Service Line from the District Facilities or take any other action deemed necessary or prudent to protect the District, the District Facilities and/or the Developers, Customers or Owners, until such time as the District has received adequate assurance that any and all violations of these Rules and Regulations will cease and will not occur in the future. The District will, as soon as possible, provide written Notice as described in these Rules and Regulations.

11.4.3 Penalty for Violations:

11.4.3.1 Penalty: Any Person in violation of these Rules and Regulations or the conditions or obligations set forth in any Tap Certificate or Agreement may be assessed penalties in an amount to be determined by the Board or as set forth in the Current Fee Schedule, which is available from the District upon request. Each violation is subject to a penalty and each day of a violation shall be considered a separate violation. Penalties may be added to the Developer's, Customer's or Owner's next bill.

11.4.3.2Late Fee: At any time a Developer, Customer or Owner is fifteen (15) days late in payment of any rates, tolls, charges, fines, fees and/or assessments due the District, the District shall have the right to assess a penalty on the unpaid balance in the amount shown on the Current Fee Schedule, which is available from the District upon request.

11.4.3.3Interest: Unpaid rates, tolls, charges, fines, fees, assessments and/or penalties may, after thirty (30) calendar days, be assessed interest, which shall accrue thereafter at a rate as shown on the Current Fee Schedule, which is available from the District upon request.

11.4.3.4Perpetual Lien/Foreclosure: In accordance with 32-1-1001(1)(j)(I), Colorado Revised Statutes, as may be amended from time to time, until paid all fees, rates, tolls, penalties or charges (including legal, engineering, accounting and administrative costs) shall constitute a first and perpetual lien on or against the entire property served, including all Units served by a common service and on or against any property benefited by a Water and/or Sewer Service Line or main line extension. Any such lien may be foreclosed in the manner provided by law. The District may file a lien statement against any property on which an account has been delinquent for 45 or more days. Liens will be released only after all outstanding amounts, including recording and attorney's fees, have been paid in full.

11.4.3.5Certification of Amount to County Treasurer: In addition to any other means provided by law, the Board may elect to have certain delinquent fees, rates, tolls, penalties, charges or assessments together with all fees, costs, and attorney's fees incurred in the process of such certification 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.

11.4.3.6Suspension of Service: Should a Customer remain in violation of these Rules and Regulations or the conditions or obligations set forth in any Tap Certificate or Agreement after the time limit stated on a violation Notice issued pursuant to these Rules and Regulations has elapsed, the District may suspend Service. In the event of a proposed suspension of Water and/or Sewer Service, the Developer, Customer or Owner shall be given not less than ten (10) days advance notice in writing of the suspension, which notice shall set forth the following:

- a) The reason for the suspension and the date Service shall be terminated;
- b) That the Developer, Customer or Owner 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 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 and/or charges specified in the

Notice, is not received by the District within ten (10) days, the District may suspend the Service and the Customer may be assessed the cost of the disconnection. The Developer, Customer or Owner's deposit for service, if any, shall be applied against the outstanding obligation.

- 11.4.3.7 Revocation of Tap Certificate: In addition to the other rights and remedies set forth in these Rules and Regulations, any Customer who violates these Rules and Regulations, any conditions of the Tap Certificate, or any applicable local, state and federal regulations, is subject to having his or her Tap Certificate revoked after receipt of Notice of such proposed revocation in substantially the same manner as provided in these Rules and Regulations. If the Tap Certificate is revoked, the Developer, Customer or Owner may obtain a new Tap Certificate only by reapplying for Sewer Service in accordance with the Rules and Regulations, and after paying all fees due and owing the District and the then-current Tap 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.
- 11.4.3.8 Civil Liability: Any Person who intentionally or negligently violates any provision of these Rules and Regulations or the conditions or obligations set forth in any Tap Certificate or Agreement may be subject to civil liability to the District.
- 11.4.3.9 Criminal Liability: Any Person who violates these Rules and Regulations or the conditions or obligations set forth in any Tap Certificate or Agreement and in doing so commits a misdemeanor or felony may be charged with a misdemeanor or felony, and upon conviction thereof, shall be subject to such penalties as provided by law.
- 11.4.3.10 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 Tap Certificate or Agreement.
- 11.4.3.11 Reimbursement of District Costs: Any Person that violates any of the provisions of these Rules and Regulations or the conditions or obligations set forth in any Tap Certificate 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, administrative, attorneys', engineering, collection, court and accounting fees and costs.

ARTICLE 12

HEARING AND APPEAL PROCEDURES

- 12.1 General: If an Owner, Customer or Developer wishes to dispute any rates, tolls, charges, fines, fees, assessments and/or penalties imposed by or determination made by the District, the Customer may appeal such rates, tolls, charges, fines, fees, assessments and/or penalties or determination by following the procedure set forth below (a 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/or penalties assessed by the District and such rates, tolls, charges, fines, fees, assessments and/or 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/or 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.
- 12.2 Appeal to District Management: The Appellant must first file a written request with the District within ten (10) days of being notified of a proposed revocation of Water and/or Sewer Service or other determination of the District or of the due date specified for a fee, rate or charge of the District. Within thirty (30) days of receiving the request from the Appellant, the District, after a full and complete review of the record, shall deliver Notice to the Appellant containing a written determination regarding the application or enforcement of the rates, tolls, charges, fines, fees, assessments and/or penalties of the District and/or application and enforcement of these Rules and Regulations, as may be applicable.
- 12.3 Hearing Before Board of Directors: If the Appellant wishes to appeal the written determination of the District, the Appellant must file a written request with the District for a hearing within ten (10) days of the date of the Notice to the Appellant containing a written determination of the District. 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 complaint. 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.
- 12.3.1 Notice: Notice shall be given to the Appellant, 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 and/or application and enforcement of these Rules and Regulations, as may be applicable, is not correct. 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.
- 12.3.2 Conduct of Hearing: At the hearing, the District 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.

12.3.3Written 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 sent by certified mail to the Appellant within fifteen (15) days after the hearing.

12.3.4Board 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 Douglas, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

12.4 The District may also shut off or discontinue water or wastewater service to a Unit where a violation remains uncured. The property Owner shall be responsible for any termination and reconnection fees pursuant to District Rules.