

RULES AND REGULATIONS

CHERRY CREEK VILLAGE WATER DISTRICT
ARAPAHOE COUNTY, COLORADO

ADOPTED AND EFFECTIVE

CHERRY CREEK VILLAGE WATER DISTRICT
RULES AND REGULATIONS

ARTICLE I
GENERAL

1.1 **Enactment.** These Rules and Regulations are adopted by the Board of Directors of the Cherry Creek Village Water District (“District”) located in the City of Greenwood Village, County of Arapahoe, Colorado, in accordance with the authority granted to the Board in Title 32, Article I, Part 10, Colorado Revised Statutes.

1.2 **Purpose.** The purpose of these Rules and Regulations is to regulate the use and operation of the water system of the District including additions, extensions and connections thereto. Water service shall be available subject to and in accordance with these Rules and Regulations, the Rules and Regulations of the Denver Board of Water Commissioners (“Denver Water”) as more particularly described in paragraph 1.4 below, payment of all applicable rates, fees, tolls and charges, and subject to the availability of water, facilities and capacity, and subject to any limitations or restrictions imposed by Denver Water, the District, or by law, as the same may be adopted or amended from time to time.

1.3 **Titles.** The titles and captions used in these Rules and Regulations are for convenience only and shall not be considered in interpreting their meaning or scope.

1.4 **Other Governmental Regulations/Conflicts.** To the extent permitted by law and provided for by intergovernmental agreement, the applicable Rules and Regulations of Denver Water are fully enforceable in the District’s contract water service area and compliance therewith as well as these Rules and Regulations shall constitute a condition of receiving water service from the District. Except as otherwise provided by agreement with Denver Water, in the event of a conflict between these Rules and Regulations and those of Denver Water, the more restrictive regulations shall apply as determined by the District’s Board of Directors.

1.5 **Severability.** Should any section, subsection, sentence, clause or phrase of these Rules and Regulations be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

1.6 **Amendment.** These Rules and Regulations may be altered, amended or added to from time to time by Resolution or other written action of the District’s Board of Directors and such alterations, additions or amendments shall be binding and of full force and effect as of the date of their adoption by the District’s Board of Directors.

1.7 **Interpretation.** It is the intention that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein. Nothing herein contained shall be construed or be deemed to constitute an alteration, waiver or abridgement of any grant of power, or authority conferred upon the District by law or under any contract or agreement existing between the District or any other entity. Nothing herein contained shall be construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the business and affairs of the District. Any ambiguity, conflict, admission, or question of interpretation of these Rules and Regulations shall be determined by the District's Board of Directors in its sole discretion.

1.8 **Savings Provision.** The enactment of these Rules and Regulations and any amendment thereof or the repeal of any prior existing Rules and Regulations shall not deny or limit any right, action, cause of action, penalty, charge or fee which arose under such earlier Rules and Regulations.

1.9 **Repeal of Any Conflicting Regulations.** All regulations or parts of regulations in conflict with all District rules and regulations heretofore enacted which are in conflict with or all District rules and regulations or parts thereof which are in conflict with these Rules and Regulations are hereby repealed, except as may be expressly provided for herein.

1.10 **Prior Offenses.** Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person or under any contract or right established or occurring before the effective date of these Rules and Regulations.

1.11 **No Damage for Failure to Enforce.** Nothing contained herein shall create any right or cause of action against the District including but not limited to any right to damages against the District, its directors, officers, agents or employees for the District's failure to enforce any or all of these Rules and Regulations.

1.12 **Control and Operation of District Facilities.** All water facilities shall be under the management and control of the District, subject to such rights as Denver Water may have pursuant to its Master Meter Distributors Contract with the District. No person shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the District's water facilities without the District's prior consent.

1.13 **Contract Subject to Rules and Regulations.** Every contract that the District enters into shall be subject to these Rules and Regulations whether expressly referenced or not.

ARTICLE II DEFINITIONS

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

- 2.1 **Activation**: To actually put a water connection to use, or to put it in such a state as to be capable of being put to use.
- 2.2 **Actual Cost**: All direct costs applicable to the construction of a given main or, Service Line, including but not limited to construction, engineering, inspection, plan approval fees, etc. which have been paid by the District or Line Constructor. Actual Costs shall include the cost of acquiring rights-of-way, easements, valves, fire hydrants, and any other appurtenances of all mains.
- 2.3 **Applicant**: “Applicant” means any person who applies to the District for a service connection or service disconnection, main line extension or other such service agreement, or who attempts to have real property included within, or excluded from the District, as the case may be.
- 2.4 **Board**: “Board” and “Board of Directors” mean the Board of Directors of the Cherry Creek Village Water District.
- 2.5 **Connection**: The connecting of the Service Line to the internal water lines within the structure which it is designated to serve.
- 2.6 **Constructor or Line Constructor**: The land owner(s), developer(s), subdivider(s), or agency(ies) paying the Actual Cost of construction of the lines.
- 2.7 **Contractor**: “Contractor” means any person, firm or corporation authorized by the District to perform work and to furnish materials within the District.
- 2.8 **Customer**: “Customer” means any person, company, corporation, homeowners’ association or similar entity authorized to connect to and use the public water system under a permit issued by the District.
- 2.9 **Denver Water Board**: “Denver Water Board” (DWB) means the Board of Water Commissioners of the City and County of Denver.
- 2.10 **Developer**: “Developer” means any person who owns land and/or is subdividing land for resale and seeking to have the land served by the District.
- 2.11 **District**: Cherry Creek Village Water District.

- 2.12 **District Engineer**: That Person or firm that has been designated by the Board to perform engineering work for the District.
- 2.13 **Dwelling Unit**: “Dwelling Unit” means one or more habitable rooms, including but not limited to a single-family home and/or apartment unit arranged, occupied, or intended or designed to be occupied by not more than one family with facilities for living, cooking, sleeping and eating.
- 2.14 **Fee Schedule**: The schedule of District fees, rates, charges and penalties on file in the District’s office and available to the public, as it may be amended from time to time by resolution or other action of the Board.
- 2.15 **Habitable Space**: All floor space for purposes of measuring the square footage of a commercial user for purposes of calculating the System Development Fee including, but not limited to, all retail area, sales area, display area, seating area, hallways, offices, and facilities, but not including garage or parking areas and similar non-habitable space.
- 2.16 **Licensed Contractor/Drainlayer**: “Licensed Contractor/Drainlayer” means that person or persons authorized by the District to perform services which physically affect the public water system of the District.
- 2.17 **Licensed Premises**: “Licensed Premises” as used herein shall have the same meaning as Permitted Premises, i.e. the land, area and improvements thereto to which water service is limited under any particular Tap Permit, or water supply license issued by Denver Water.
- 2.18 **Mains or Water Mains**: Any pipe, piping or system of piping used as a conduit for water in the District’s water, system and owned by the District.
- 2.19 **Manager**: “Manager” or “District Manager” means the person or entity retained by the Board to administer the affairs of the District and its consultants.
- 2.20 **Multi-Family Connection**: One connection serving three or more residential units.
- 2.21 **Operator in Responsible Charge**: “Operator in Responsible Charge” means the person designated by the Board to be the certified operator who has ultimate responsibility to the State of Colorado for decisions regarding the daily operational activity of the facilities that will directly impact the water quality and/or quantity of the District’s drinking water.
- 2.22 **Permit**: “Permit” means the written permission to connect to a main or mains of the District pursuant to the Rules and Regulations of the District and DWB, as applicable, and shall be revocable up at any time by the District for cause.

- 2.23 **Permitted Premises**: The land, area and improvements thereto to which water service is limited under any particular Tap Permit, or water supply license issued by Denver Water.
- 2.24 **Person**: “Person” means any individual, firm, partnership, corporation, association or other entity of any nature, whether public or private.
- 2.25 **Sampling**: The periodic collection of water samples for analysis.
- 2.26 **Service Line**: Any line, pipe, system of lines or piping and appurtenances, used as a conduit for water between a building used for residential, commercial, public use or industrial purposes to a connection with the District’s Water Mains, as the case may be.
- 2.27 **Shall**: Is mandatory; MAY is permissive.
- 2.28 **System Development Fee**: The charge assessed upon application for the privilege to connect to the Water System of the District. The fee is assessed upon application for a new Tap or a change in use of a previously connected Tap, and is charged pursuant to the Fee Schedule. As used in these rules and regulations, reference to the fee shall include all such charges assessed by the District and the DWB, as applicable; provided, however, that payment of the DWB System Development Fee shall not relieve the payor of the obligation to pay, separately, all such charges assessed by the District. The System Development Fee is also called a “Tap Fee.”
- 2.29 **Tap or Connection**: “Tap” or “Connection” means the connecting of the service line to the Water System either directly to a main line, or stub-out from the main line.
- 2.30 **Tap Fee**: “Tap Fee” means the fee payable to the District and the separate fee or system development charge payable to DWB for connecting a specific property or structure to the Water System.
- 2.31 **Testing**: The analysis of samples of water.
- 2.32 **Unit**: A residential dwelling, including each unit in a duplex, having at least one bath and one kitchen.
- 2.33 **User**: Any Person to whom water service is served, be it renter, record User, corporation, company, individual, or their respective assigns or agents.
- 2.34 **Water Main**: “Water Main.” means any pipe, piping, or system of piping used as a conduit for water in the District’s Water System that is owned and maintained by the District.
- 2.35 **Water Service Line**: Shall have the same meaning as Service Line, defined in paragraph 2.26 above.

2.36 **Water System**: “Water System” means the water mains, lines, and related appurtenances, accessories or a particular portion thereof owned and maintained by the District.

2.37 **Any Other Term**: not herein defined shall be defined as presented in the “Glossary - Water & Sewage Control Engineering” A.P.H.A., A.W.W.A., A.S.C.E. and F.W.S.A., latest editions.

ARTICLE III
RATES, FEES AND CHARGES

3.1 **Rates, Fees and Charges for Water Service.** The rates, fees, tolls, charges, and penalties to be collected for the water and related services provided by the District shall be established by the Board. The Board shall establish by Resolution (or other appropriate action) a Schedule of rates, fees and charges, which Schedule shall remain in effect until modified by subsequent action of the Board. The remedies provided in these Rules and Regulations for nonpayment of any rate, fee, toll charge or penalty are in addition to and are not in derogation of any other remedies available to the District pursuant to any law or other regulation. In the event of any conflict or inconsistency between this Article III and any schedule of rates established by the Board, the Board shall determine which shall control.

3.2 **Perpetual Lien.** Until paid, all fees, rates, tolls, charges, and penalties due in accordance with these Rules and Regulations, any industrial pretreatment agreement, or other 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 mechanic's liens.

3.3 **Joint and Several Liability.** The District shall have the right to assess any Licensed Premises that is delinquent in payment of any District rate, fee, toll, charge, or penalty, together with the person or persons having ownership or control of the Licensed Premises, all court and other costs necessary to or incidental to the collection of said delinquent amounts, including attorney's fees. All unpaid District fees, rates, tolls, charges, and penalties, together with the cost of collecting the same shall be secured by the perpetual lien referenced in Article 3.2 above. In addition to the lien against the Licensed Premises, the person or persons having ownership or control of the Licensed Premises are jointly and severally liable for any rate, toll, fee, charge or penalty of the District. Any agreement entered into between any Customer, Owner, or any other third person with regard to the responsibility for the payment of any District rate, toll, fee, charge, and penalty shall be of no force and effect upon the District and the District may collect its rates, fees, tolls, charges, and penalties from any party or property responsible for payment.

3.4 **Change of Rates and Charges.** Upon such notice, as is required by law, the Board reserves the right to change or modify any District rate, fee, toll, charge or penalty or to establish any new rate, fee, toll, charge or penalty.

3.5 **System Development Fee (Tap Fee).** A Tap Fee shall be collected with respect to each Licensed Premises requiring new or additional water service pursuant to these Rules and Regulations, except for any duplex that is being split into two service lines if the District has waived the Tap Fee for the second service line pursuant to Article 3.22. A property requiring additional capacity in the District's Water Distribution System shall

pay an additional System Development Fee as more particularly provided in this Article III. The Fee shall be due and payable to the District in full at the time application for a water tap permit is made for either a new or altered connection. The amount of the Tap Fee shall be based upon the size of the water tap connection to the Licensed Premises expressed in single family equivalents (SFE), except that the minimum charge shall be for not less than one SFE. The criteria for determining the number of SFE's for each nonresidential connection shall be the same as set forth in Denver Water's Operating Rules and Regulations.

The District System Development Fee described herein shall be in addition to any System Development Charge imposed by Denver Water for each tap connection. The District's water Tap Fee is also in addition to the actual cost of material and labor for the meter pit and related appurtenances (except the transponder) that is to be installed by the District at activation of any new or altered water service.

3.6 **Inspection Fees.** Inspections of water facilities are performed by the District. The Customer may be required to pay for the initial inspection depending upon the type of facility being inspected. There will be an inspection fee imposed each time a re-inspection is required due to the failure of the inspected facility to pass inspection or if re-inspection is required because the Customer failed to have the facilities ready for the initial inspection.

3.7 **Plan Review Fees.** Plan review fees shall be paid in full at the time plans and specifications are submitted for approval. Plan review fees shall be based upon the District Engineer's actual time and cost to complete the review. Plan review fees shall be in addition to inspection fees and the tap fee.

3.8 **Fire Hydrant Permit.** Nonemergency use of District fire hydrants is by permit only. The District charges an initial hydrant permit fee, a monthly administrative fee for tracking the permit, a deposit for the use of the District's water meter, and a monthly water usage fee based upon the metered flows from the hydrant. A fire hydrant use permit is obtained by contacting the District Manager.

3.9 **Special Situations.** Whenever any service is provided by the District for which a charge is not established by the Schedule of Charges the District's Board may, if it determines it appropriate, estimate the actual amount of time the District will spend providing such service, including reasonable administration costs. The Board may then condition provision of the service upon receipt of a deposit for one hundred percent (100%) of the estimated actual cost the District will incur in providing the service. 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.

3.10 **Water Service Charge.** The District shall cause billing for water service to be rendered monthly or at other convenient intervals, at rates established by the Board from

time to time. Billing for water service shall be effective upon mailing said billing to the last known address of the user or Owner as shown on the District's records. Water service charges shall be paid in full by the due date stated in the bill, which date shall be approximately thirty (30) days from the date the bill is mailed.

3.11 **Late Fee.** Fees and charges levied in accordance with these regulations shall be deemed delinquent if not paid on or before the due date stated in the bill. Pursuant to Section 32-1-1006(1)(d), C.R.S., the District shall assess a late fee or delinquency charge for any water or other charge that becomes delinquent as follows:

3.11.1 A late fee shall be assessed for each water bill that becomes delinquent; provided, however, that no such late fee shall be assessed for any delinquent account that is paid in full within five (5) days after the due date. Payment plans for delinquent accounts are available in the discretion of the District's Manager for good cause shown. Implementation of a payment plan shall avoid water shutoff, but does not avoid the imposition of late fees and delinquent interest.

3.11.2 In addition to the late fee provided for herein, all delinquent accounts shall be charged one hundred percent (100%) of the cost of collection incurred by the District, including but not limited to, county treasurer's fees, court costs, attorney's fees, together with any and all costs incurred by the District.

3.12 **Turn Off Fee.** If water service is discontinued by the District for any reason, including but not limited to a delinquency in the payment of the water bill for the Licensed Premises, a turn off fee will be charged in accordance with the applicable rates, fees and charges resolution and/or fee schedule.

3.13 **Turn on Fee.** If water service has been shut off by the District for any reason, including but not limited to a delinquency in the payment of the water bill for the Licensed Premises, a turn on fee will be charged in accordance with the applicable rates, fees and charges resolution and/or fee schedule.

3.14 **Transfer Fee.** The District imposes a fee to update its records anytime there is a transfer in ownership of the Licensed Premises or a transfer of the name of the responsible party to whom the bill should be sent.

3.15 **Unauthorized Use of District Hydrants/Water Use.** The District imposes a penalty charge for any unauthorized use of the District's water service and/or fire hydrant without an appropriate permit. Also, a penalty is imposed for the tampering with any District water meter.

3.16 **Meter, Meter Pit, and Service Line Replacement.** The cost to replace any water meter pit and related appurtenances is the responsibility of the customer. It is the District's responsibility to replace the water meter and the transponder as it becomes

necessary. The cost to purchase and install the initial water meter and transponder is the responsibility of the Customer/Developer. Except from the curb stop to the connection to the District main, it is the Customer's responsibility to maintain, repair and replace its water service line at the Customer's sole cost and expense, subject to whatever District inspection and/or permit fees may be applicable. Any damage to the service line between the curb stop and the connection to the District's main that is intentionally caused by the Customer shall be repaired at the sole cost and expense of the Customer.

3.17 Suspension of Service. The District may suspend or discontinue water service for nonpayment of any water service charge, or any other charge imposed by the District, or for the violation of any rule or regulation of the District. The District may disconnect water service ("suspension") for any Permitted Premises served by the District where the water bill or other charge is delinquent for 90 days or more. When the District believes reasonable cause for suspension exists, a written notice of such findings shall be sent to the last known address of the Customer and/or Owner ten (10) days prior to disconnection requesting that the violation of the District's rules, including any non-payment of any outstanding bill, be cured prior to the effective date of the proposed suspension as set forth in the notice. Further, the notice shall advise the Owner and/or Customer of the right to a Hearing to determine whether reasonable cause exists for suspension, whether the suspension should occur, or whether there are extenuating circumstances (the "Hearing"). In the event that the violation specified in the notice is not cured as demanded in the notice, and no Hearing is requested in writing within the time specified in the notice, the District may suspend water service to the premises upon expiration of the period.

3.18 Hearing. The Hearing shall be scheduled within thirty (30) days of the written request at a location selected by the District and Hearing shall be conducted by either the District's Manager or the District's Board of Directors. The Owner and/or Customer may appear in person and may be represented by a person of his choice, may present evidence and argument, and may question any person, testimony or statement. If as a result of the Hearing it is determined that reasonable cause exists for suspension, the District may suspend service to the premises. All costs of disconnection, reconnection and reasonable attorney's fees of the District relative to this subject matter shall be paid by the Owner prior to or at the time of reconnection. Upon payment of all fees, costs and charges the District shall provide for reconnection to the facilities of the District.

3.19 Certification to County. When any water service account remains unpaid and delinquent for a period of six (6) months and the amount owed to the District exceeds \$150.00, the District shall, in addition to all other remedies, be entitled pursuant to Section 32-1-1101(e), C.R.S., to send written notice via certified mail with return receipt requested or by hand delivery to the Property Owner. The notice shall specify the District's intent to certify the delinquent amount to the County Treasurer for collection with the real property taxes. Following the Hearing, the Board by Resolution may certify

the delinquent fees, rates, tolls, charges, and penalties, if any, for assessments to the County Treasurer for collection with the taxes. The District shall certify to the County Treasurer the amounts to be collection in the same manner as property taxes pursuant to Section 39-10-107, C.R.S. Any certified amounts shall be a lien upon the real property served by the District and shall be levied, certified, received and collected by sale annually, from year to year by the proper County officials as general property taxes, and the proceeds therefrom will be remitted to the District.

3.20 **Withholding, Approvals and Permits.** Notwithstanding any other provision contained in these Rules and Regulations to the contrary, the District may withhold permits, approvals or other authorizations from any person until all sums then due to the District from such person are paid in full.

3.21 **Rights and Remedies Reserved.** Nothing contained in this Article III shall be construed as a limitation or as an alternative to any right or remedy of the District regarding collections, termination of service or other enforcement rights and remedies set forth in this Article III and in Article IX.

3.22 **Denver System Development Charge.** Denver Water has established a System Development Charge for the purpose of assessing a portion of the capital cost of water service and treatment facilities to those Customers that utilize said facilities. For each new or altered water connection to the District's Water Distribution System a Denver System Development Charge will be collected or shall be payable to Denver Water. The amount of the Denver System Development Charge shall be as set forth from time to time by Denver Water. Denver Water's System Development Charge is separate and apart from the System Development Charge or tap fee that is charged by this District for a permit to connect to its water distribution system. Denver Water's System Development Charge and the District's System Development Fee may not be assessed when a duplex Unit is split into two separate ownerships and a separate service line is requested for each Unit, or when the Owner of a duplex Unit requests two meters for the purpose of more accurate billing.

3.23 **Standard Application Form.** Each applicant for a permit to make a new connection or an altered connection to this District's Water Distribution System will do so on a water supply license form provided by Denver Water. The District shall receive and retain all completed standard application forms and file such forms as required by the District and Denver Water.

3.24 **Return Check Fee.** Any check or other negotiable instrument tender to the District for payment of rates, fees, tolls, charges, or penalties which is returned to the District and dishonored for any reason whatsoever shall be subject to a return check fee.

3.25 **Security Deposit.** The District may require a deposit by a Customer if deemed necessary by reason of estimated future water bills or if there is experience of delinquency

in the payment of rates, fees, tolls or charges. Such amount shall not be less than the estimated cost of water service for a two (2) month period or such other amount as determined by the Manager, subject to appeal pursuant to Article IX. Deposits may be returned after one (1) year at the request of the Customer, providing that all bills rendered during the preceding twelve (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 water service bill.

ARTICLE IV
OWNERSHIP AND OPERATION OF FACILITIES

4.1 **Required Permits and Fees.** No water service line shall be constructed within the District and connected to the District's water distribution system until an appropriate Water Supply License has been issued by the District and Denver Water as more particularly provided in Article V and all system development charges and other fees, if any, have been paid in full to the District and Denver Water.

4.2 **Separate Lines Required.** A separate water service line shall be required for each building or structure, including each unit of a duplex, each unit in a townhouse building, and each separately owned unit in any commercial building, except as hereinafter provided:

4.2.1 Where a parcel of land has more than one separate building thereon, and is under one ownership, application may be made to the Board of Directors to allow the buildings to be connected through a single water service line. The Board will determine initially whether such service will be permitted and upon what conditions. The Board at its option may require an agreement with the Property Owner setting forth such conditions. Such agreement shall be recorded in the records of the County Clerk and Recorder's office.

4.2.2 Where a parcel of land has one or more separate multi-unit buildings thereon, application may be made to the Board for service to each multi-unit building through a single water service line. The Board will determine initially whether such service will be permitted and upon what conditions. The Board at its option may require an agreement with the Property Owner setting forth such conditions. Such agreement shall be recorded in the records of the Clerk and Recorder's office.

4.3 **Service Line Design.** The Property Owner is responsible for determining the size and location of the service line, subject to the District and Denver Water engineering standards. In determining the size and location of the service line, the Customer shall comply with the requirements of the District for the installation, connection, inspection and disconnection of service lines, even though the service lines belong entirely to the owner of the connected property. Water service lines and other water facilities located on a Customer's property shall be designed in accordance with all applicable District and Denver Water standards and specifications. When the District has reviewed and approved plans for water service lines and other water facilities located on a Customer's property, such facilities shall be installed and constructed in accordance with the plans as approved by the District.

4.4 **Service Line Ownership and Maintenance.** The entire length of the water service line from the structure or building served up to the point at which connects to the District's water main shall be owned by the Property Owner. The Property Owner shall

be responsible for maintaining and replacing the service line from the building or structure served up to the curb stop located in the vicinity of the property line, as more particularly set forth in Article 4.12 below.

4.5 **Service Line Relocation.** When proper management, operation or maintenance of the District's water distribution system requires, the District, at the Customer's expense, may require that the service line be relocated, but nothing herein contained shall preclude the District from paying all or part of any District-initiated service line relocation. All service line relocations initiated by the Customer for the Customer's convenience shall be at the Customer's sole cost. All relocated service lines shall become the property and responsibility of the Property Owner as set forth above.

4.6 **Installation.** After issuance by the District of a permit for connection of a service line to the District's public water system, the applicant shall, at his/her own expense, engage the service of a drain layer or plumber to install the service line in accordance with these Rules and Regulations and Denver Water's Engineering Standards. A representative of the District shall inspect the completed service line installation before the trench is backfilled, to assure such compliance with these Rules and Regulations as may be required for the protection of the District's public water facilities, as more particularly set forth in Article V below.

4.7 **Unauthorized Connections.** Any connection made to the District's public water main without first obtaining: a) a permit, and b) the approval and consent of the District engineer or his designee may be disconnected by the District at the cost of the person making such unauthorized connection. If any person violates the Rules and Regulations of the District governing the installation, connection, and repair of service lines, such connections to the public water distribution system may be disconnected by the District engineer or its designee at the cost of the person making such unauthorized connection. Such cost of disconnection, until paid, shall constitute a lien against the property upon which such unauthorized connection was attempted to be made.

4.8 **Unauthorized Disconnections.** Any disconnections from a public water main without first obtaining: a) a disconnection permit, and b) the approval and consent of the District engineer or his designee, shall permit the District or its designee to make a proper disconnection. All costs of disconnection until paid shall constitute a perpetual lien against the property upon which such unauthorized disconnection was made.

4.9 **As-Built Plans.** Prior to finally approving the installation of a service line and completing the tap to the District's public main, the owner is required to supply the District with an as-built plan or drawing within one week after the tap has been completed showing the location of the tap and the service line to the extent it is located within a dedicated public right-of-way.

4.10 **Water Meters.** The cost of installing and purchasing the initial water meter and related transponder shall be the responsibility of the Customer/Developer. The location of all meters shall be approved by the District. When possible, all meters shall incorporate a remote read-out device, placed in a location specified by the District. The Customer shall be responsible for providing the meter setter or vault and associated plumbing. When used, the meter pit or vault shall be so maintained that at all times it will be conveniently accessible and in good order to maintain meters and to turn water on and off. Any required adjustments of the pit or vault to grade once the meter has been installed shall be the responsibility of the Customer.

The standard residential meter shall be ¾ inches in size. Meters for irrigation systems larger in size than 1 ½ inches shall be of the turbine type. All meters up to and including 1 ½ inches in size shall be installed by the District. Meters larger than 1 ½ inches in size shall be installed by the Customer, at the Customer's expense and inspected by the District prior to water turn-on. Under no circumstances shall anyone other than District personnel remove a water meter without the approval of the District.

4.11 **Meter Testing.** The District may, at any time and at the District's cost, test, repair, or replace a Customer's water meter to ensure that the meter is recording within the accuracy limits recognized by the American Water Works Association (AWWA). If the District, in its sole discretion, determines that the Customer's meter has failed, or is failing to register accurately, during a given billing cycle, appropriate adjustments to the Customer's bill may be made.

4.12 **Maintenance of Service Line.** The District is responsible for maintaining the water service line from the main to the curb stop. If there is not a curb stop, the District will maintain the water line from the main to the property line. However, in the event that damage to the meter or the curb stop was caused by abuse or negligence of the Customer, then the Customer shall be responsible for all costs associated with maintenance, repair or replacement. In installations utilizing meters located in meter pits or vaults, the Customer is responsible for all costs associated with the maintenance of the water service line from and including the meter vault and associated piping to the building, excluding the meter.

4.13 **Fire Hydrants.** Any fire hydrant within the District's service area shall be owned and maintained by the District, whether in public rights-of-way or on public property except where master meters are installed between the main and any one group of fire hydrants. All hydrants connected to the mains of the District are provided for the primary purpose of furnishing water for fire suppression and shall be owned and used only by persons authorized by the District to do so. Any other use of a fire hydrant shall be allowed by permit issued by the District and shall require the use of a fire hydrant meter and regulating valve for monitoring of water usage. Connection and disconnection shall be made by authorized personnel only. Rates to be charged for water exacted from each hydrant shall be in accordance with the current fee schedule.

Use of hydrant water shall cease for the duration of any fire within the District or for any other reason upon notice by the District. Any damage to the hydrant, hydrant meter or other property of the District shall be paid for by the Customer.

4.14 **Cross Connections**. Cross connections are discouraged and are subject to strict regulation by the District and the State of Colorado. A connection constituting a potential backflow hazard is permissible only to the extent approved by the District and shall be protected by an approved backflow device. Any such connection shall, at all times, be subject to inspection and regulation by the District for the purpose of avoiding the possibility of backflow. In no instance will any cross connection be permitted which is not in strict compliance with the cross connection regulations of the State of Colorado Department of Public Health and Denver Water and all cross connections shall be subject to approval by Denver Water. Service of water to any premises shall be disconnected by the District if a backflow connection device, required by either Denver Water Rules or these Rules and Regulations, is not installed, tested and maintained as required by law or regulation and if it is found that a backflow prevention device has been removed or bypassed or if unprotected cross connections exist on the premises, service will not be restored until such conditions or defects are corrected at the expense of the Customer.

4.15 **Inspection Powers and Authority of District Agents**. The Manager, District Engineer, Inspector, and other duly authorized consultants and tradesman of the District, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these Rules and Regulations. Refusal of a property owner or his agent to permit such inspections, observations, measurements, samplings and/or testing upon the request, in writing, of the Manager shall result in the immediate disconnection of service to such property.

4.16 **Modification, Waiver and Suspension of Rules**. The Board or the Manager acting on instructions of the Board shall have the sole authority to waive, suspend or modify these Rules and Regulations, and any such waiver, suspension or modification must be in writing, signed by the Board or the Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed a continuing waiver or give any rights to any other contractor or Customer not receiving such written waiver.

4.17 **Discontinuance of Service**. The District reserves the right to discontinue service to any property at any time for any reason deemed necessary or appropriate by the Board of Directors. The District shall further have the right to discontinue service to any property for violations of these Rules and Regulations in accordance with the procedures set forth herein.

ARTICLE V
SERVICE APPLICATIONS AND PERMITS

5.1 **Permit Required/Applications.** Except as hereinafter provided, water service will be furnished only to property that is located within the District's territorial boundaries. No person shall cause or permit any connection to any District facility without first obtaining a District tap permit as provided in this Article V and also obtaining a Denver Water Water Supply License. Any person who desires to obtain new service to property within the District shall make written application therefore at the office of the District currently located at Community Resource Services, 7995 E. Prentice Ave. Suite103E, Greenwood Village, Colorado 80111 upon such forms as may be prescribed and furnished by the District.

5.2 **Approval Standards/Revocation.** Upon determination that all the following conditions exist or have been met with respect to an application for service, the District shall issue its tap permit for the service requested:

5.2.1 The written application and information submitted therewith is accurate, complete and proper as to form.

5.2.2 The person making the application is either the Property Owner or has been granted authority to do so from the Property Owner.

5.2.3 All applicable fees and charges imposed by or through the District are paid at the time of application.

5.2.4 The property proposed for service is within the legal boundaries of the District and such property and is eligible for service under the District's Distributors Contract with Denver Water.

5.2.5 The water main on which a tap will be made has been accepted by the District and all conditions necessary under Article X for conditional acceptance of District facilities used or useful to serve the tap have been satisfied at the time the application for service is made. Prior acceptance of such facilities by the District does not conclusively establish that this requirement is met. In the case of a water tap, the water main on which the tap will be made must have been accepted by Denver Water and all conditions imposed by Denver Water for water service must have been satisfied.

5.2.6 The District's water distribution system is adequate and taps are available from Denver Water.

5.3 **Denial of Application for Water Service.** The District reserves the right to deny application for water service for any of the following reasons:

5.3.1 Any misrepresentation in the application as to the property and fixtures contained in the property, or the use to be made of the District's system.

5.3.2 The service applied for would create an excessive, seasonal, or other demand on the District's facilities.

5.3.3 The use proposed is now or hereafter prohibited by the District or the Denver Water Board.

5.3.4 Other reasons determined by the Board in its sole discretion necessary to protect the public health, welfare and safety.

5.4 **Conforming with District Standards.** Notwithstanding any other provision of these Rules and Regulations to the contrary, the District may terminate or withhold tap permits or approvals for service from any facilities, public or private, which do not conform to the District or Denver Water rules, regulations, standards, and specifications.

5.5 **Revocation.** The District may revoke any tap permit before or after the tap is activated, upon determination that the application therefore contained false or inaccurate information and, but for such misinformation, the application would have been denied when made.

5.6 **Expiration.** Obtaining a tap permit from the District does not obligate the Property Owner to activate the tap, but such permit shall expire and be of no further force and effect if the tap is not made within 365 days from the date the tap permit is issued. The District will not refund any portion of a paid tap fee, but the amount of the tap fee so paid will be applied toward applicable fees as and when the property owner reapplies for the tap, under the then current schedule of tap fees.

5.7 **Non-Transferability of Tap Permits.** Each tap permit applies only to the Licensed Premises identified therein and is not deemed in any sense to be personal property. A tap permit shall be deemed to follow any transfer or sale of fee ownership of the Licensed Premises. No tap permit may be transferred from one premises to another without the approval of the District and Denver Water.

5.8 **Service to Multiple Parcels Prohibited.** Not more than one separately described parcel of land shall be served by any single tap, but this provision shall not be construed to require owners of separate condominium units within any one building or group of buildings in the same condominium development to obtain their own separate tap Permits if the tap for the entire building or project is of adequate size and is in the name of the owners association, nor shall this provision be construed to require a single owner of two units in a duplex to obtain a separate tap permit for each unit if the tap for the duplex, as a whole, is of adequate size, and is otherwise permitted by the District. In the event of a subdivision, sale or transfer of any part or parts of any separately described parcel of land

served by a single tap, the owner of that part of the Licensed Premises closest to the tap, following the route taken by the service line, shall be entitled to keep the original tap and the owner of the other part shall be required at such owner's sole cost and expense to obtain a new and separate tap for such owner's part of the subdivided property under this Article V. If there are improvements upon such owner's part of the property which were served by the tap at the time of subdivision, sale or transfer, the owner shall obtain the new tap prior to such subdivision, sale or transfer. Any violation of this Section shall be deemed an unauthorized tap or connection to the District's Water Distribution Systems.

5.9 Installation Standards. The Property Owner shall make the tap at his or her sole cost and expense and subject to the following:

5.9.1 Inspection. No tap shall be activated until the District has received confirmation that Denver Water has issued a Water Supply License for the Licensed Premises, the District has signed off on the Water Supply License, and the physical connection has been inspected and approved by the District and/or Denver Water, when applicable. The Property Owner or its authorized representative shall notify the District not less than two (2) business days before making a tap and/or extending the service line, at which time the parties shall schedule a time for the District's inspection thereof.

5.9.2 Record Drawing. The Property Owner shall supply the District with a record drawing conforming to the District's standards within two weeks after the tap has been activated, showing the location of the tap and the service line.

5.9.3 Cure of Defects. The Property Owner shall, at its sole cost, correct, repair, or replace any part or parts of any work performed during installation of a tap which the District reasonably determines were not constructed in conformity with these Rules and Regulations, approved plans, construction notes or specifications or which the District determines to be defective, of poor or un-workmanlike quality. The cure of defects by the Property Owner shall be administered and enforced under the rules set forth in Article IX of these Rules and Regulations.

5.10 Tap Size/Demand Changes.

5.10.1 Sizing. The size of the tap shall be determined by the Property Owner, subject, however, to review and approval by the District and Denver Water.

5.10.2 Demand Changes. Before the effective date of any change in the use of any Licensed Premises, which increases the demand, flow, volume or rate of flows from said premises by more than one Single Family Residential Equivalent, calculated in accordance with the District's engineering standards and specifications, the Owner of such Licensed Premises shall notify the District. Any increase in the tap fee for the Licensed Premises shall be determined in accordance with Article III.

5.11 **Voluntary Disconnection.** Any Property Owner desiring to have service disconnected shall notify the District and/or Denver Water, where applicable, a minimum of two business days in advance of the date of disconnection. The Property Owner shall, at his or her sole cost and expense, uncover the service line at a location determined by the District. Disconnection of a water service line shall require issuance of a disconnection permit from the District prior to any disconnection being effectuated. No refund shall be made of any previously paid tap fee. Any reinstatement of the service disconnected pursuant to this Section shall be treated as an application for a new service, except that credit shall be allowed for any tap fee previously paid for service at the premises.

5.12 **Tap Allocations.** Taps currently are not, but may in the future be allocated by Denver Water, and such allocations are subject to the provisions of the District's Distributor's Contract with Denver Water. Subject to the foregoing and to any other applicable provisions of said agreement, the District's allocation of taps from Denver Water shall be allocated and sold within the District on a first come first serve basis.

5.13 **Extra Territorial Service.** Nothing in these rules and regulation shall limit the District's ability to provide services outside its legal boundaries under such terms and conditions as the Board may determine. Any such service shall be rendered only by written contract approved by the Board. No such contract, however, or the services rendered pursuant thereto shall be construed to impose upon the District any obligation to provide other services outside of its legal boundaries, nor shall the existence of such contract or the services rendered in connection therewith constitute an offer by the District to service outside its boundaries generally. All such written service contracts shall be in conformity with, and subject to all of the terms and conditions of extra territorial service as set forth in the District's distributor contract with Denver Water and any other applicable agreement.

5.14 **Expiration of Taps:** The expiration of Taps shall be governed by these Rules and Regulations and any applicable rules and regulations of Denver Water.

5.15 **Denial of Application for Service:** The District reserves the right to deny application for service for any or all of the following reasons:

5.15.1 Any misrepresentation in the application as to the property and fixtures contained in the property, or the use to be made of the District's system;

5.15.2 The service applied for would create an excessive seasonal, or other, demand on the District's facilities;

5.15.3 The use proposed is now or hereafter prohibited by the District, the Denver Water Board;

5.15.4 Other reasons determined by the Board in its sole discretion to serve the best interests of the District.

5.16 **Change in Customer's Equipment or Service:** A Customer shall file an amended application and seek approval by the District prior to making a change in service or in the use of the property served. The District shall have the right to collect from the Customer Actual Costs it may incur for the conversion, including those incurred for overhead and the time expended by the District Manager and Engineer. The District shall have the right of access to install, inspect, replace or otherwise maintain any necessary equipment or appurtenances.

No change in the Customer's equipment, service or use of property shall be made without the approval of the District and DWB being first obtained and without first paying any applicable fees or charges.

ARTICLE VI **OPEN RECORDS**

6.1 **Policy.** The purpose of this Policy is to set forth a general procedure to provide prompt and equitable service to those requesting access to public records and to establish reasonable and consistent fees for providing documents and so that the District can recover a portion of the cost of staff time for responding to open records request.

6.1.1 In accordance with Colorado Open Records Action, Section 24-72-201, et. seq., C.R.S., (“CORA”) the District shall make all public records as defined under CORA available for public inspection at reasonable times.

6.1.2 Subject to the limitations imposed by CORA and as more fully identified in Article 6.2 below, public records are all documents that exist on a piece of paper, this also includes recorded media and electronic mail communications (emails).

6.1.3 Recording of executive sessions shall be retained as required by law. The custodian shall have those recordings destroyed after the prescribed retention period has expired.

6.2 **Procedures.** The manager is the Official Custodian of all records that are maintained by the District.

6.2.1 Citizens may make informal requests to the District employees for copies of specific identifiable public records as defined by CORA that are readily available in the custody and control of the various employees. Unless confidential or other privileged information is the subject of the request, the employee, after consultation with the manager, will make reasonable efforts to fill requests for those records as soon as reasonably practical, but in no event later than three days.

6.2.2 Any request that cannot be filled immediately or for which there is disagreement as to whether the document is a public record shall be made in writing to the manager who will, in consultation with the District’s attorney, review the records requested, determine the status of the documents prior to their release.

6.2.3 If the written request cannot be filled immediately or the records are not otherwise readily available at the time the request is made, the manager will set a date and time for records inspection that is within three working days of the date on which the request was made. Such period may be extended if extenuating circumstances exist per Section 24-72-203(3)(b), C.R.S., but the total time including extension period will not exceed seven working days from the date on which the request is made.

6.2.4 Unless otherwise provided by law, the District may respond to written requests for access to public records stored electronically and in computer databases by providing a paper copy, disc, printout or by allowing access to a computer. Before

releasing any electronic data, the manager, in consultation with the District's attorney, will determine that the electronic data is not subject to the deliberative process privilege or work product privilege or otherwise contains confidential information.

6.2.5 Requests by the media shall be directed to the manager. The manager will make every reasonable effort to comply with the media request. If the manager is unable to fill the request, the manager will direct the media to submit a written request. Thereafter, the request will be governed by the provisions of this policy and CORA.

6.3 **Charges.** There shall be a charge for any copies, printouts or photocopies requested. The cost for a standard size photocopy will be .25 per copy.

6.3.1 There is no charge for the first hour of staff time used or for (a) the organization of data, (b) research to locate and gather requested documents, and/or (c) to otherwise manipulate the documents to make them appropriate for release, for instance, to redact documents to excise privileged material. For subsequent time required the standard charge for District staff to perform this research shall be the maximum allowed by state law (\$30.00 per hour as of the adoption of this policy). A time log will be kept for any time in excess of one hour. Prior to beginning the project, the manager shall inform the person requesting the documents of the hourly fee for the second and subsequent hours to perform the work and an estimate of the number of hours which will be required. Upon payment of the amount estimated, the District shall begin processing requests. Persons making a subsequent request for the same records shall be charged the same fee.

6.3.2 The fee charged for access to public records in electronic form will be based on the actual incremental costs associated with retrieving and assembling such data.

6.4 **Access Denied.** Access to certain records may be denied in accordance with the provisions of CORA. Inspection of the following public records may not be permitted if, upon consultation with the District's legal counsel, it is determined that the document is privileged or prohibited from disclosure: (1) if release is prohibited under any state, federal statute or regulation issued thereunder or is prohibited by rules promulgated by the order of any Court; (2) personnel files, including social security numbers, home addresses and telephone numbers, and medical, psychological, and sociological data; (3) Scholastic achievement data; (4) test questions and scoring keys; (5) sexual harassment investigations; (6) work product and drafts; (7) letters of reference; (8) identities of applicants, except finalists for the position of manager; (9) investigatory files compiled for any law enforcement purpose; (10) addresses, telephone numbers or financial data of past or present users of public utilities, public facilities or recreational or cultural services; (11) real estate appraisals until the time that title passes to the District; (12) documents pertaining to Homeland Security Act; and (13) attorney/client privileged material.

6.5 **Post Denial Procedure.** Following the denial of a request to inspect a record, upon receipt of the required notice from the requesting individual that he or she will seek relief from the District Court, the District's record custodian will attempt to meet in person or speak by telephone with the requesting individual. District personnel are encouraged to utilize all possible means to attempt to resolve the dispute during this time period and will provide a written summary of the District's position at the end of that period to the requestor and to the District's Board of Directors. No phone or in person conference is required if the written notice indicates that the requestor needs access to the record on an expedited basis.

6.6 **Digital Records.** A public record stored in a digital format that is neither searchable nor sortable will be provided in a non-searchable/sortable digital format.

6.6.1 A public record stored in a digital format that is searchable and or sortable will be provided in such digital format unless:

- a) the public record is in a searchable or sortable format and producing the record in the requested format would violate the terms of any copy right or licensing agreement between the District and third party;
- b) Producing the record would result in the release of third party proprietary information;
- c) After making reasonable inquiries, it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format;
- d) If the District's records custodian would be required to purchase software or create additional programing functionality in its existing software to remove the confidential information.

Altering an existing additional public record or exercising fields of information that the official custodian is either required or permitted to withhold under this Article, does not constitute the creation of a new public record under state law.

ARTICLE VII
INCLUSIONS AND EXCLUSIONS

7.1 **Partial Inclusion Not Generally Permitted.** Any person owning land outside of the boundaries of the District who desire service, must include all of such person's land contiguous to the parcel upon which service is desired into the District, unless the District permits otherwise. No Person receiving service within the District may enlarge or extend any portion of the facility receiving service (including buildings, parking, and landscaped areas, etc.) into an area outside the boundaries of the District.

7.2 **Required Submittals.** Any Person who desires to include his property within the District's boundaries shall submit the following to the District:

7.2.1 **Petition.** A petition using the form of petition furnished by the District and must provide all information required thereby. Petitioner must sign the written petition exactly as his name appears on the instrument by which he took title to the property. The signatures of all persons must be acknowledged in the same manner as provided by Colorado Law for acknowledgments on instruments conveying real property.

7.2.2 **Survey Drawing.** A survey drawing showing the property's exact location, its location in relation to the boundaries of the District, and bear the signature and seal of a professional engineer or land surveyor registered in the State of Colorado. Copies of subdivision plats may fulfill this requirement at the discretion of the District's engineer upon review of such plats.

7.2.3 **Vicinity Map.** A vicinity map showing the general location and the boundaries of the property in relation to exterior streets or other prominent terrain features.

7.2.4 **Evidence of Title and Authorization of Signatures.** Evidence of Title sufficient to assure that the petitioner has fee title to the property must be provided to the District. If a corporation, partnership or joint venture owns the property, the petitioner shall furnish such additional information (i.e. Partnership Agreement, Joint Venture Affidavit as provided by Section 38-30-166, C.R.S., etc.) as may be requested by the District in order to determine that the signatories have been authorized by that entity to execute such documents.

7.2.5 **Narrative Description.** A written statement setting forth the total acreage of the property to be included, the existing zoning, the proposed zoning, the proposed use, the construction schedule, and service requirements including water tap sizes.

7.2.6 **Cost Deposit.** A deposit to defray the District's cost of reviewing and processing the petition as determined by the Board, but in no event less than \$1,000.

7.3 **Procedure.** Following District approval of the submittals required in Article 7.2 above, inclusion proceedings shall be conducted as follows:

7.3.1 **Feasibility Study.** The District shall perform a feasibility study in order to determine whether and under what conditions the property proposed for inclusion can be served by the District.

7.3.2 **Notice of Public Hearing.** At the first regular meeting of the Board following approval of the submittals the Board shall set the date of the public hearing on the inclusion and order notice thereof to be provided according to law. Nothing contained in these Rules and Regulations shall require the Board to approve any submittals, the inclusion of property shall be entirely discretionary with the District's Board of Directors.

7.3.3 **Public Hearing.** The public hearing and the Board decision made pursuant thereto shall be held in accordance with applicable state law.

7.3.4 **Conditions.** If the Board resolution of inclusion contains conditions which must be met before it is to become effective, the District's legal counsel will ensure that all such conditions have been met before filing the resolution of inclusion with the Court and applying for a Court Order of Inclusion.

7.4 **Conditions of Inclusion.** The included property and its owners are subject to the following conditions, together with any and all additional conditions and requirements as may be imposed by the Board:

7.4.1 **Rules and Regulations.** With respect to all matters affecting or in any way touching upon the allocation or provision of service to the property, the property and its owner shall be bound by and subject to these Rules and Regulations, the Rules and Regulations of the Denver Water Board and to the technical standards and specifications of the District and the Denver Water Board as the same now or hereafter may be amended.

7.4.2 **Easements and Rights-of-Way.** The property owner shall, at no cost to the District, grant and convey to the District any and all easements and rights-of-way within the included property required by the District to serve such property. In addition, the property owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of easements and rights-of-way required by the District and/or Denver Water to serve such property, whether such easements and rights-of-way are located within or without the included property. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation upon the District whatsoever to commence or prosecute any condemnation action.

7.4.3 Mains. The property owner shall, at his sole cost and expense, design, construct and install all mains and other facilities required by the District or Denver Water to serve the property. All such mains shall be constructed according to these Rules and Regulations and the District's standards and specification and the Rules and Regulations of Denver Water and the Denver Water Board's standards and specifications and such design, construction and installation shall be subject to inspection and approval by Denver Water and/or the District as the case may be.

7.4.4 Service Not Guaranteed. The allocation of taps and the provision of water service to the included property shall be governed at all times by these Rules and Regulations and the Rules and Regulations of Denver Water. The process of including property within the District does not guarantee service to the included property. The District may be limited in the number of new taps that may be made to its water distribution system by Denver Water and the provision of service to the included property may be further limited or delayed indefinitely because of the allocation or capacity limitation of existing facilities. Accordingly, by including his property within the District, the property owner shall be deemed to waive any right, claim or cause of action of any kind which it may assert against the District based upon the inability of the District to provide service to the included property.

7.4.5 Inclusion Agreement. In the Board's discretion and upon Board approval of the inclusion, the property owner and the District may if required by the District enter into an inclusion agreement setting forth substantially the terms and conditions contained in this Article VII, together with any other additional provisions determined by the District relating to the particular circumstances of serving the property.

7.5 **Exclusion of Property from the District**. Notwithstanding any other provision contained in these Rules and Regulations to the contrary, all Petitions for Exclusion shall be considered and processed in accordance with Part 5, Article 1, Title 32 of the Colorado Revised Statutes.

7.6 **Required Exclusion Submittals**. Any Person who desires to exclude such persons from the District's boundaries shall submit the following to the Board of Directors:

7.6.1 Petition. A petition using the form of petition furnished by the District containing all information required thereby. Only complete petitions will be submitted by the Board. The Petitioner must sign the written petition exactly as his name appears on the instrument by which he took title to the property. The signatures of all persons must be acknowledged in the same manner as provided by Colorado Law for acknowledgments on instruments conveying real property.

7.6.2 Fee. A fee in an amount set by the Board shall be paid, and a check for said amount shall be remitted with any Petition for Exclusion as a deposit to be credited to the

cost of exclusion proceedings which are required to be paid by the petitioner to the District.

7.6.3 Criteria. The Board shall consider and make findings regarding each of the following factors when determining whether to grant or deny a Petition for Exclusion.

- a) The best interest of all of the following:
 - i. The property to be excluded,
 - ii. The District, and
 - iii. The County;
- b) The relative cost and benefit to the property to be excluded from the District's boundaries;
- c) The ability of the District to provide economical and sufficient service to both the property to be excluded and all other properties within the District's boundaries;
- d) Whether the District is able to provide services at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services;
- e) The effective of denying the Petition for Exclusion on employment and other economic conditions in the District and surrounding areas;
- f) The economic impact on the region and District, surrounding area, and state as a whole if the Petition is denied or the resolution is finally adopted;
- g) Whether an economically feasible alternative service is available;
and
- h) The additional cost to be levied on other property within the District if the exclusion is approved.
- i) Whether exclusion of the Property is in the best interest of the District.

7.6.4 Liability for Existing Debt. Property excluded from the District shall remain obligated to pay any charge or lien or obligation of any bonds existing at time of the filing of the Petition. No Petition shall be considered unless all unpaid charges, tax, and liens are paid by the petitioner at the time of filing the Petition.

7.6.5 Cost of Proceeding. For any Exclusion granted by the District, the fee owner of the excluded property shall be responsible for the payment of all exclusion charges as determined by the Board, including the exclusion fee in effect the time the Petition is file.

7.6.6 Satisfaction of Conditions. The Board may withhold entry of any final order granting the Petition for Exclusion until the Petitioner has fully satisfied any condition or conditions imposed by the Board, including payment of all fees and expenses, or has entered into an agreement which details the terms and conditions of exclusion.

7.7 Service to Exclusion Properties within District Boundary. No water service shall be provided to property which is excluded from the District until such time as the owner of such property petitions for inclusion into the District, and that petition has been approved by the Board.

7.8 Service Outside District Boundaries. No water service shall be provided to property outside the boundaries of the District, except upon express written consent of the Board. Charges for furnishing service outside of the District shall be at the discretion of the Board. The charge for such service shall be set by the Board. In every case where the District furnishes services to property outside the boundaries of the District, the District reserves the right to discontinue the service when, in the judgment of the Board, it in the best interest of the District to do so.

7.9 Inclusion: Except as hereafter provided, service will be furnished only to Persons whose property is included within the boundaries of, and subject to, the rules and regulations and subject to taxation by the District.

It shall be incumbent upon the Person seeking service to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District.

A Person owning land within or outside of the exterior boundaries of the District, who desires service, must include all land owned by said Person contiguous to the parcel upon which service is desired into the District, unless the District permits otherwise.

The District's standard form of inclusion petition will be furnished to the property User upon request. Inclusions of property shall be accomplished in accordance with the provisions of Colorado law, and all costs in connection therewith, including legal and engineering fees and publication costs, shall be paid by the petitioner.

7.10 Service Outside the District: The District may, if determined to be 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

service such properties. No service shall be provided to properties located outside the boundaries of the District except upon the express written consent of Denver Water.

Charges for furnishing service outside the District shall be at the discretion of the Board of Directors, who shall take into account the relative cost of service including but not limited to the estimated mill levy for which such property would be responsible if it were within the boundaries of the District.

These rules and regulations shall be applicable to all property owners outside the District who are furnished water by the District, and no connection to the District's mains shall be permitted until the property User shall have agreed to abide by the rules and regulations.

In every case where the District furnishes service to property outside the District, the District reserves the right to discontinue the service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so, and such service shall be considered to be furnished pursuant to a revocable license that may be revoked with or without cause.

7.11 **Application for Water Supply License:** Any person seeking to obtain service to property located outside the District, which service has been previously approved by the District Board in its sole and absolute discretion shall, prior to making any tap, make an application for a Water Supply License with Denver Water. Before submitting the application to Denver Water, the District will review, and must sign off on or otherwise approve, the application for Water Supply License.

ARTICLE VIII PROHIBITIONS

8.1 **General.** It shall be unlawful for any person to cause or to attempt to cause, or permit, solicit, aid, or abet any other person to cause or attempt to cause, by act or omission, any of the following:

8.1.1 Failure to Comply with Rules and Regulations. Any violation of or failure to comply with any requirement imposed in these Rules and Regulations.

8.1.2 Violation of Denver Water Operating Rules or Engineering Standards. Any violation of or failure to comply with any applicable requirement of Denver Water Operating Rules or Engineering Standards.

8.1.3 Unauthorized Service Connection. Making any connection to any District water facility to secure water service without all District licenses or permits required therefore.

8.1.4 Unauthorized Use of Water. Take or use water from the District's water distribution system without a valid license or permit, including the taking or use of any water from a Licensed Premises for service to any other premises not covered by the license.

8.1.5 Violation of Licenses or Permits. Take or use any water from the District's system in violation of the terms of any license or permit, including the supplying of water from a Licensed Premises for service to any other premises not covered by the license.

8.1.6 Authorized Supply. Supplying, taking or using treated water within the District from any water system other than the District's system.

8.1.7 Right-of-Way/Easement Violations. Constructing, installing, or placing any structures or improvements of any kind, surface or subsurface, temporary or permanent, or planting any tree, woody plant or nursery stock of any kind within the boundaries of any District right-of-way or easement in violation of the terms or conditions of such right-of-way or easement, without express written authorization from the District. For purposes of this provision, the term "structures" includes, but is not necessarily limited to, improved walkways, roads, curbs, gutters, sprinkler systems, other utility facilities, including those for TV, fences, walls, pools, ponds, water features, ascetic playing fields or courts, and any and all earthen improvement such as berms and grades providing lateral support to any building or other structure, whether or not such structure is itself within the boundaries of the right-of-way or easement.

8.1.8 Interconnection/Cross Connection. Any physical connection between the District's water system and any other water system, including that of Denver Water, without the written approval of the District and Denver Water.

8.1.9 Interference. Any interference with any employees or agents of the District in the performance of their duties.

8.1.10 Tampering. By passing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District's water distribution system, including Customer's service meter.

8.1.11 Obstructing Flow. Any act that obstructs or is reasonably likely to obstruct the flow of water in the District's water distribution system.

8.1.12 Violation of Termination/Suspension Order. The taking, using or consuming of any water from the District's water distribution system in violation of a suspension or termination order.

8.1.13 False Official Statements/Report. The making or filing with the District of any statement, report or application which the maker knows or has reasonable cause to know is false or substantially inaccurate, or the omission of any material fact in connection with such statement, report, or application when the omission leaves the remainder of the information given misleading or substantially inaccurate.

8.2 **Separate Violations**. For the purposes of this Article VIII, a separate and distinct violation shall be deemed committed upon each day or a portion thereof that any such violation shall occur or continue.

Note: The following State statutes are potentially applicable. Any suspected violation may be reported to the Arapahoe County Sheriff, the Greenwood Village Police Department and prosecuted in State Courts:

§18-4-401, C.R.S. – Theft

§18-4-501, C.R.S. - Criminal Mischief (Damages or Destruction of Property)

§18-4-503 and 504, C.R.S. – Trespass

§18-5-505 and 506, C.R.S. - Tampering (Interruption of Service; Unauthorized Connection)

§18-8-102, C.R.S. - Obstructing Government Operation

§18-8-106, C.R.S. - Refusing Inspection

§18-8-111, C.R.S. - False Reporting

§18-8-113, C.R.S. - Impersonating Public Servant

§18-8-114, C.R.S. - Abuse of Public Records

ARTICLE IX
ENFORCEMENT AND ADMINISTRATION

9.1 **District's Agents and Representatives.** The District Manager, engineer or any other designee of the District designated by the Board or the Manager shall have full authority to act for and on behalf of the District in any matter affecting the administration or enforcement of these Rules and Regulations.

9.2 **Concurrent Jurisdiction of Denver Water.** Pursuant to Article 1.4 above, all provisions of Denver Water's Operating Rules and Engineering Standards are fully effective within the area of the District. Every person who undertakes any work on District facilities, or who uses or seeks to use such facilities, shall comply with the same. District personnel are hereby authorized and empowered to enforce any and all such provisions, and any lawful order or direction of Denver Water within the area of the District with the same force and effect as if such provision or order were set forth verbatim in these Rules and Regulations or issued by the District. Likewise, duly authorized personnel of Denver Water are hereby authorized and empowered to enforce such provisions or orders within the area of the District with the same force and effect as within the City and County of Denver. Nothing contained in this Article 9.2 shall be construed to waive or release Denver Water from any obligation or duty it may have to and in favor of the District.

9.3 **Right of Entry for Inspections.** Duly authorized representatives of the District bearing proper credentials and identification, shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling and testing in connection with the enforcement and administration of these Rules and Regulations. [§ 18-8-106, C.R.S.]

9.4 **Suspension or Termination of Service.** In addition to, and without waiving any other available remedy, the District shall have and may exercise the right to suspend or terminate water service to any property where, or as to which, a violation of these Rules and Regulations or any permit, approved plans, or applicable contract, or any other standard imposed by the District or Denver Water occurs or continues in accordance with the following:

9.4.1 **Immediate Suspension/Termination.** The District may immediately terminate service upon revocation of any license or permit, or suspend service when such suspension is necessary in order to stop or prevent any use or escape of water from the District's system which presents, or may present, a risk of substantial loss of water or an immediate and substantial endangerment to the property, health or welfare of any person.

9.4.2 Notice and Opportunity for Hearing.

- a) When it appears that any fee or charge imposed under these Rules and Regulations is delinquent, or that any other cause for suspension or termination of service exists, the District shall mail by certified mail or deliver to the owner of the property where or as to which the alleged delinquency/deficiency occurs, at the service address, or a known current mailing address for the Property Owner of the affected property, a notice advising him or her of the following:
 - i. The alleged delinquency/deficiency;
 - ii. That water service to the property will be suspended or terminated on account of such delinquency/deficiency on a date that is ten(10) days from the date of the notice, unless the stated delinquency/deficiency is sooner cured;
 - iii. That he or she has a right to a hearing at which he or she may be heard concerning the alleged delinquency/deficiency; and
 - iv. That he or she may request the hearing, in writing, before the suspension or termination date specified in the notice if he or she desires the hearing to be held.
- b) If the Property Owner does not cure the stated delinquency/deficiency or request a hearing within the time provided, the District shall forthwith order service to be suspended or terminated, as appropriate.
- c) If the Property Owner makes a timely written request for a hearing, the District shall promptly schedule and hold such hearing, at which the Property Owner may be represented by counsel at his or her expense, to be held before a hearing officer appointed by the Board. The hearing officer shall state the reason supporting his decision. Suspension or termination of service shall be stayed until the hearing officer holds the hearing and renders his or her decision.
- d) Upon an adequate showing of mitigating circumstances by the Property Owner, the hearing officer may extend the stay for up to ten (10) days following the date of his or her decision. If the delinquency/deficiency is not cured as required within such period, the District shall forthwith order service suspended or terminated, as appropriate.

9.4.3 Execution of Order. Any person notified of suspension or termination of service shall immediately stop or eliminate the taking of any and all water from the

District's water system at the property affected by such order. The District may take such steps as deemed necessary, including a physical interruption or disconnection of service, in order to support the suspension or termination order.

9.4.4 Grounds for Termination. Service shall be terminated and not merely suspended if:

- a) The license therefore is revoked; or
- b) The connection providing such service was not authorized when made; or
- c) The service was suspended at least two (2) times within the preceding five (5) years as a consequence of the acts or omissions of the same Property Owner.

Any service terminated within this Article 9.4.4 may not be reinstated. The Property Owner of any service which has been so terminated may apply for new service for such property as provided in Article V.

9.5 Appeal to the Board. Except where a matter is subject to the exclusive jurisdiction of the Denver Water Board, a Customer may appeal a decision rendered by the District's manager or any other hearing officer by filing with the District manager a written notice of appeal within 10 days after the decision has been received. Such notice shall set forth in detail the grounds for the appeal. In the event of a failure to file such written notice of appeal within said ten (10) day period the division of the hearing officer or general manager shall become final. Service shall be suspended unless notice of appeal is accompanied by payment of all charges, including arrearages, 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 a regularly scheduled or special meeting to be held within 30 days of the filing of the notice of appeal.

The 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 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 written ruling based thereon, a copy of which ruling 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.

9.6 **Reinstatement of Suspended Service.** Any suspension order shall be rescinded by the District Manager upon a determination that the delinquency/deficiency forming the basis for such suspension order has been cured and that no further or other non-conforming conditions or uses of the District's system are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection charge, and the District Manager's reasonable estimate of any applicable reconnection charge imposed under these Rules and Regulations, and any and all other amounts then due to the District from such person.

9.7 **Cure of Violations.**

9.7.1 **Order to Cure.** If the District determines that any water facilities are not in conformity with these Rules and Regulations, or that the terms of any right-of-way, easement or other agreement between the District and a Property Owner are being violated, it may give written notice thereof to the Property Owner at the service address, or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the Property Owner at his cost to perform specified curative action, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work.

9.7.2 **District Cure at Owner's Cost.** If the Property Owner fails within the specified time following such notice to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the Property Owner for its actual costs incurred in connection therewith, calculated in accordance with the rates set forth in these Rules and Regulations. Those provisions of Article III applicable to invoicing and collection of fees and charges shall apply to any charges assessed to the Property Owner under this Section.

9.8 **Penalty Charges.** For purposes of defraying the District's costs and expenses incurred in discovering, investigating, curing and repairing the consequences of violations of applicable requirements, and in order additionally to deter persons from committing such violations, there is hereby imposed upon any person who the District finds and determines causes, or attempts to cause, or who permits, solicits, aids or abets any other person to cause, or attempt to cause, by act or omission, any of the violations set forth below the penalty charge set forth for such violation. For purposes of this Section, it shall be rebuttably presumed that the Owner of the property served where or upon which such violation exists, or of property which directly benefits from such violation, is the person who caused or permitted the same to occur. A separate and distinct violation shall be deemed committed upon each day, or a portion thereof, that any such violation shall occur or continue. Those provisions of Article III applicable to invoicing and collection of fees and charges shall apply to any and all charges imposed under this Article 9.8.

9.8.1 Unauthorized Connection. Any connection made to the District's water system without a proper tap permit therefore: An amount equal to twice the tap fee charge for the connection made, calculated as provided in Article III above, in addition to any tap fee imposed or paid pursuant to said Article for the connection when made in conformity with these Rules and Regulations.

9.8.2 Interference/Failure to Permit Inspection. Interfering with the employees or agents of the District in the performance of their duties, or refusing to permit District employees or agents to inspect the premises: \$150.00

9.8.3 Tampering. Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District's system, obstructing the flow of water in the District's Water System, or obstructing access to District facilities: \$2,000

9.8.4 Easement Violations. Placing any prohibitive plant or structure within the boundaries of any District right-of-way or easement in violation of the terms and provisions of the easement or as otherwise provided in these Rules and Regulations: \$150.00

9.8.5 Unauthorized Entry. Opening any valve box, meter pit, vault or entering any portion of the District's system without authorization: \$100.00

9.8.6 Escape of Water. Permitting potable water to escape from the District's water distribution system: \$100.00

9.8.7 Failure to Report. Failing to report damage to or alteration of any District facility, or any foreign materials or obstructing the flow in any District distribution line or other facility: \$110.00

9.8.8 Violation of Stop Work Order. Performing or continuing to perform any work in violation of a stop work order: \$500.00

9.8.9 False Official Statement. Making or filing with the District any statement, report or application which the person making or filing the same knows or has reasonable cause to know is false or substantially inaccurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate. \$100.00

9.9 Civil Damages. In addition to, and without waiving any other available remedy, the District may recover civil damages from any person liable under the laws of the United States or the State of Colorado to the District as a result of any violation of these Rules and Regulations, or any other unlawful act or omission. Such damages shall include the cost of any water taken in violation of any provision of these Rules and Regulations, plus the District's actual cost of discovering, investigating, curing,

mitigating and repairing the consequences of any violation or other unlawful acts, or consequences of any violation or other unlawful acts, or omissions, calculated according to the rates set forth in these Rules and Regulations. The District shall further be entitled to recover three times (3x) its actual damages in cases covered by the provisions of Article 7.5, Title 40, C.R.S., which provisions are incorporated herein by this reference.

9.10 **Injunctive Relief**. In addition to and without waiving any other available remedy, the District may seek injunctive relief from any act or omission which violates these Rules and Regulations, or which otherwise jeopardizes the property or health of any person, including the District.

9.11 **Remedies Cumulative**. The remedies available to the District under these Rules and Regulations, under Denver Water's Operating Rules and Regulations, and the laws of the State of Colorado, shall be deemed cumulative, and the utilization by the District of any single such remedy, or combination thereof, shall not preclude the District from utilizing any other remedy or combination thereof.

ARTICLE X
MAIN EXTENSIONS

10.1 **Water Mains - Approval Required.** No property owner or developer shall construct or install any extension to any District water main without the prior written approval of Denver Water and the District following formal application therefore upon compliance with the District's and Denver Water's Rules and Regulations.

10.2 **Location.** All water main extensions shall be located only in easements dedicated or deeded to the District, or in public roads or streets within the District that have been accepted for maintenance by the City of Greenwood Village as a public right-of-way.

10.3 **Deeded Easements.** Deeded easements necessary for extension of District water mains not located in public rights-of-way shall, be granted or cause to be granted by the property owner to the District at no cost or expense to the District and upon such terms and conditions as the District may reasonably require. In addition to any other requirements set forth in these Rules and Regulations, property owners or developers shall comply with the following minimum requirements in connection with all such grants:

10.3.1 **Legal Description.** Property owner/developer shall furnish the District with a legal description of all easement parcels to be granted by any single conveyance instrument, consisting of a printed legal description, certified by a land surveyor, registered in the State of Colorado, and an accurate survey drawing of each parcel, including North arrow and scale, tying each parcel to a survey land corner or corner of a platted parcel of land. All such legal descriptions and drawings shall comply with all requirements as set forth from time to time by Denver Water.

10.3.2 **Evidence of Title.** Property owner/developer shall furnish suitable evidence of title, consisting of a commitment for a title insurance policy, an attorney title opinion, or a written ownership and encumbrance report, dated within 30 days before the date of submission to the District. Evidence of the title must show all current mortgages and deeds of trust, liens and other encumbrances against the property. The District may, at its discretion, require a properly executed and acknowledged release of any lien or deed of trust or subordination thereof as a condition to accepting any grant of easement.

10.4 **Easement Acquisition Costs.** Property owner/developer shall be responsible for and pay directly, or indirectly, or reimburse the District for, all costs and expenses of whatsoever kind associated with the acquisition and approval of all easements needed to extend service from existing District facilities to the boundary of the property to be served by property owner or developer.

10.5 **Design and Construction Costs.** Property owner/developer shall at its sole cost and expense design, construct, and install all extensions, including without limitation frontage extensions, reasonably required by the District to serve the subject property.

10.6 **Plan Review and Approval.** No construction of any waterline extension shall begin until after the plans and designs therefore have been submitted to, reviewed and approved by the District's engineer, a preconstruction meeting has been held, and all applicable plan review, inspection and other fees have been paid to the District or an appropriate deposit has been received.

10.7 **Construction Observation.** Property owner/developer shall notify the District at least two business days before commencing construction and at any and all other times specified by the District for observation, inspection, and testing and any plan approvals or otherwise.

10.8 **Acceptance of Extensions.** Upon completion of construction, property owner/developer shall, if not previously set forth in the Application and Agreement for Extension of Mains, execute such additional documents as may be required by the District to effectuate a transfer by property owner/developer of all of its right, title and interest in and to such extensions to the District.

10.9 **Conditions to Acceptance.** Before conditionally or finally accepting any water main, the District shall be fully satisfied that all of its requirements for construction of said facilities have been complied with, including but not limited to receipt of records drawings and certified compaction test results, and an irrevocable letter of credit or other form of security in an amount equal to 10% of the cost of constructing the extension, security for any and all warranty and maintenance obligations.

10.10 **Conditional Acceptance.** Upon conditional acceptance, the property owner/developer shall be entitled to tap the main, but the property owners/developer shall be responsible for all routine maintenance and shall be solely responsible for correction of any and all defects in the extension until the warranty period has expired and the extension has been finally accepted by the District for all purposes, including maintenance.

10.11 **Warranty Period.** All conveyances to the District shall be subject to, at a minimum, a 12 month, or until final acceptance by the District, warranty period during which the property owner/developer shall be fully responsible for all maintenance and repair of the conveyed facility as well as for the correction of any defective materials and/or workmanship.