

**NORTHERN DOUGLAS COUNTY  
WATER AND SANITATION DISTRICT  
  
RULES AND REGULATIONS**

**Originally Adopted June 7, 1995  
Amended as of May 15, 2013**

**NORTHERN DOUGLAS COUNTY WATER AND SANITATION DISTRICT**

**Rules and Regulations**

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## ARTICLE I

### DEFINITIONS

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

Act or The Act: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Authorized Representative of the Industrial User:

- A. If the Industrial User is a corporation:
1. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
  2. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for Industrial Wastewater Discharge Permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- B. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- C. If the user is a federal, state, or local government facility: A city or district or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee.
- D. The individuals described in paragraphs A through C, above, may designate another authorized representative if the authorization is made in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge, originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to CWSD.

Beneficial Use: The use of that amount of water that is reasonable and appropriate under efficient practices to accomplish without waste the purpose for which the use of the water is intended.

Best Management Practices (BMPs): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the general or specific

prohibitions listed in the provisions of the Industrial Pretreatment Program. BMPs may also include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMPs are pretreatment Standards.

Biochemical Oxygen Demand (BOD): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure over a period of five (5) days at 20° centigrade, expressed in terms of milligrams per liter (mg/l).

Board: The Board of Directors of Northern Douglas County Water and Sanitation District.

Bypass: The intentional diversion of wastestreams from any portion of an Industrial User's treatment facility pursuant to the provisions of the Industrial Pretreatment Program.

Categorical Industrial User: An Industrial User subject to a Categorical Pretreatment Standard.

Categorical Pretreatment Standard or Categorical Standard: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. Section 1317) that apply to a specific category of industrial users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

Centennial: Centennial Water and Sanitation District.

Colorado Discharge Permit System (CDPS): The State of Colorado program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into waters of the State pursuant to the Colorado Water Quality Control Act and the Clean Water Act.

Composite Sample: A representative flow-proportioned sample generally collected within a twenty-four (24) hour period and combined according to flow. Time-proportional sampling may be approved or used by CWSD where time-proportional samples are believed representative of the discharge.

Contractor: Any person, firm, association, corporation or agency performing work or furnishing materials to or for the District, directly or indirectly.

Cross-Connection: Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other non-potable water or water of questionable safety, through which or because of which backflow or back-siphonage may occur which could contaminate the potable water system.

CWSD: Centennial Water and Sanitation District.

Customer: Any person, firm, corporation, association, agency or other entity who is authorized, or who desires, to obtain or receive service from the District.

Developer: Any person, firm, corporation, association or agency preparing land within the District for construction of buildings or Facilities and who will be constructing, financing or connecting to utility Facilities.

District: Northern Douglas County Water and Sanitation District or its authorized agent.

District Engineer: Person authorized by the District to act as its engineer.

Domestic Service: Service to and/or for Facilities for human comfort and convenience for normal household or residential purposes.

Domestic Sewage: Liquid wastes: (a) from the non-commercial preparation, cooking, and handling of food, or (b) containing only human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions which, when analyzed by methods approved under 40 CFP Park 136, as amended, contains no more than 300 mg/l total suspended solids and/or 250 mg/L (BOD5); and which does not contain any other constituents above levels normally found in solely residential wastewater, as determined by the District.

Engineer: A duly qualified engineer licensed in the State of Colorado.

Environmental Protection Agency or EPA: The U.S. Environmental Protection Agency, or where appropriate, the administrator or other duly authorized official of said agency.

Extended Service Area Water and Sewage Agreement or ESA Agreement: The intergovernmental agreement entered into by and between the District and CWSD, dated August 1, 1994, as may be amended from time to time.

Existing Source: An Industrial User which was in operation at the time of promulgation of federal Categorical Pretreatment Standards and any Industrial User not included in the definition of "New Source".

Facility or Facilities: Any building, equipment, pipe, valve, manhole or other appurtenance owned, operated or maintained by the District to provide water or sewer service.

Garbage: The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

Grab Sample: a sample which is taken from a waste stream on a one-time basis with no regard to the flow and over a period of time not to exceed 15 minutes.

Indirect Discharge or Discharge: The introduction of pollutants into a POTW from any non-domestic source regulated under Section 307(b), (c) or (d) of the Act (including holding tank waste discharged into the system).

Industrial Pretreatment Program: The Industrial Pretreatment Program consists of all of the Industrial Pretreatment Regulations and Requirements promulgated by Centennial, and adopted by the District in accordance with Section 7.7 of these Rules and Regulations.

Industrial User: A source of Indirect Discharge.

Industrial Wastewater Discharge Permit: A permit issued to an Industrial user by CWSD that allows limits, and/or prohibits the discharge of pollutants or flow to the POTW as set forth in the provisions of the Industrial Pretreatment Program.

Interference: A discharge, which alone or in conjunction with a discharge or discharges from other sources, both: (i) Inhibits or disrupts the POTW treatment processes, or operations or its sludge processes, use or disposal; and (ii) Therefore, is a cause of violation of any requirement of CWSD's CDPS permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resources Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solids Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Local Limits: Any regulation containing pollution discharge limits promulgated by an entity providing sewage treatment of effluent from the District in accordance with 40 C.F.R. 403.5(c) and (d), which are deemed to be enforceable as Pretreatment Standards in accordance with Section 307 (d) of the Act.

Manager: The company or its authorized representative(s) designated as Manager by the Board, who administers and supervises the affairs of and operations and maintenance of Facilities of the District or the person authorized by the Board or the Manager to act on his or her behalf.

NPDES Permit: The National Pollution Discharge Elimination Systems permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

New Source:

- A. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:
  - 1. The building, structure, facility or installation is constructed at a site at which no other source is located; or,
  - 2. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or,



3. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- B. Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs A.2 or A.3 of this definition but otherwise alters, replaces, or adds to existing process or production equipment.
- C. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
1. Begun, or caused to begin as part of a continuous onsite construction program:
    - a. Any placement, assembly, or installation of facilities or equipment; or,
    - b. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment;
- or
2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Nondomestic Service: Service which is not Domestic Service.

Nondomestic Sewage: Sewage which is not Domestic Sewage.

Owner: Any person, firm, corporation, association, agency or other entity who holds title to any real property or building served by the District.

Pass Through: A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of CWSD's CDPS permit (including an increase in the magnitude or duration of a violation).

Permit: Shall mean an Industrial Wastewater Discharge Permit.

Person: Any individual, partnership, co-partnership, firm, company, association, joint stock company, trust, estate, society, corporation, group, government, governmental agency or other legal entity, or their legal representatives, agents or assigns. The definition includes all federal, state and local government entities.

Pollutant: Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, explosives, munitions, medical waste, chemical wastes, corrosive substance, biological material, biological nutrient, toxic substance, radioactive material, heat, malodorous substance, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste, or industrial, domestic, or agricultural wastes and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor) discharged into or with water.

Pollution: The human-made or human-induced alteration of the chemical, physical, biological or radiological integrity of water.

Potable Water: That water furnished by the District which is pure, wholesome, potable and does not endanger the lives or health of human beings and which conforms to requirements of the Safe Drinking Water Act 42 U.S.C. §§ 300f to 300j - 26, as amended, or any other applicable standards.

POTW: Publicly Owned Treatment Works. (See Definition)

Pretreatment: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 CFR Section 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR Section 403.6(e).

Pretreatment Requirements: Any substantive or procedural requirement related to Pretreatment, other than a National Pretreatment Standard, imposed on an Industrial User.

Pretreatment Standard: The National Categorical Pretreatment Standard regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1317). This term includes prohibitive discharge limits established pursuant to 40 CFR Section 403.5, local limits and Best Management Practices.

Pretreatment Standards and Requirements: The pretreatment standards and substantive or procedural requirements established under the Clean Water Act, the State of Colorado Water Quality Act and any specific prohibitions or limits on pollutants and procedures to enforce compliance therewith adopted by the District or by Centennial or by any other entity providing

sewage treatment of effluent from the District regarding those properties which lie within the “Service Area” as defined in the Extended Service Area Water and Sewage Agreement as amended, between the District and Centennial or the service area of other providers.

Publicly Owned Treatment Works (POTW): A treatment works as defined by Section 212 of the Act which is owned by CWSD or the Highlands Ranch Metropolitan District (HRMD). This includes any devices, systems and sewers used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial waste of a liquid nature. It also includes sewers, pipes, and other conveyances that convey wastewater to the CWSD treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of these Rules and Regulations, “POTW” shall also include any sewers that convey wastewaters to the POTW from persons outside CWSD or the HRMD who are, by contract or agreement with CWSD or HRMD, users of the CWSD treatment works or HRMD sewer system.

Public Sewer: A sewer which is controlled and maintained by a public entity.

Rules and Regulations: The Rules and Regulations of the District as adopted from time to time.

Sanitary Sewage: Any combination of liquid and water-carried wastes from residences or nondomestic sources.

Sanitary Sewer: A sewer which carries liquid and water-carried wastes from residences or nondomestic sources.

Security Deposit: Any monies required to be deposited with the District for the purpose of guaranteeing payment of water or sewer service provided by the District.

Service Lateral: The sewer line, also known as sewer service line, from the connection on the District’s main sewer to the improvements of the Customer.

Sewer Main: The principal sewer to which lateral sewers are tributary.

Shall, will, may: “Shall” and “will” are mandatory; “may” is permissive.

Significant Noncompliance (SNC): A Significant Industrial User that meets any of the following criteria or any Industrial User that meets paragraphs C, D, or H shall be in Significant Noncompliance:

- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits.
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric Pretreatment Standard or

Requirement including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).

- C. Any other violation of a Pretreatment Standard or Requirement (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the POTW determines has caused, alone or in combination with other discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public).
- D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
- E. Failure to meet, within ninety (90) days after the schedule date a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance.
- F. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report noncompliance.
- H. Any other violation or group of violations, which may include a violation of Best Management Practices, which the POTW determines may adversely affect the operation or implementation of the local pretreatment program.

Significant Industrial User or SIU: Except as provided in paragraphs C. and D. of this definition, a Significant Industrial User is:

- A. An Industrial User subject to Categorical Pretreatment Standards; or
- B. An Industrial User that:
  - 1. Discharges an average of twenty-five thousand gallons per day (25,000 gpd) or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
  - 2. Contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
  - 3. Is designated as such by CWSD on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
- C. CWSD may determine that an Industrial User subject to Categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant

Industrial User on a finding that the Industrial User never discharges more than One hundred gallons per day (100 gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met;

1. The Industrial User, prior to CWSD's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;
2. The Industrial User annually submits the certification statement as found in 40 CFR 403.12(g), together with any additional information necessary to support the certification statement; and
3. The Industrial User never discharges any untreated concentrated wastewater.

D. Upon finding by CWSD that an Industrial User meeting the criteria in Section B of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standards or Requirement, CWSD may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with 40 CFR 403.8(f)(6), determine that such Industrial User is not a Significant Industrial User.

SIU: Significant Industrial User (See Definition).

Standard Specifications: The Standard Specifications for the District as may be amended from time to time. The District may designate the Standard Specifications of Centennial or another entity, or a portion thereof, to be the applicable Standard Specifications for all or a designated portion of the District.

Slug Load or Slug Discharge: Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in the Industrial Pretreatment Program. A Slug Discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, including a discharge which exceeds the hydraulic or design of an Industrial User's treatment system or any part of the treatment unit which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits or Permit conditions.

Storm drain: Every pipe, culvert, flume, ditch, gutter, storm sewer, cistern, tank, drain, lake, pond, stream, ravine, gully or other facility or natural feature, that contains, holds, transports, diverts, channels, impounds, or drains water, into which any naturally occurring stormwater runoff within the District may seep, percolate or flow; and every street, sidewalk, alley, gutter, roof, parking lot, yard, field, driveway, patio and other surface within the District across which any naturally occurring storm water runoff may seep, percolate or flow.

Storm Sewer: A sewer for conveying water, groundwater, subsurface water or water from any source other than a sanitary sewer.

Surcharge: Any charge imposed by the District for the provision of a special service not normally provided by the District.

Suspended Solids: The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering in accordance with procedures approved in 40 CFR Part 136, as amended.

Tap Fee: A charge imposed by the District for obtaining water and/or sewer service from the District.

Toxic Pollutant: Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under Section 307(a) of the Clean Water Act or other acts or as otherwise listed at 40 CFR Part 122, Appendix D.

Treatment Plant: That portion of the POTW or any portion thereof designed to provide treatment to Wastewater.

Utility Notification Center of Colorado (UNCC): The nonprofit corporation in the State of Colorado, which consists of all owners or operators of underground facilities, and provides a statewide program which excavators can use to notify owners or operators of underground facilities of pending excavation plans.

User: Any person who contributes, causes or permits the contribution of wastewater into the POTW or any portion thereof and/or uses potable water provided or transmitted by District Facilities.

Wastewater: The liquid and water-carried domestic or nondomestic wastes together with pollutants which may be present, whether treated or untreated, which are contributed into or permitted to enter the POTW.

Wastewater or Sanitary Sewer Facilities: The structure, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

Wastewater or Sanitary Sewer Main: A principal wastewater-conveying conduit owned by the District.

Water Distribution Main or Water Main: A principal water-conveying conduit owned by the District.

Water Distribution System or Water Distribution Facilities: Individually or collectively, any water Facility or Facilities owned by the District. Water Distribution Systems shall include all fire hydrants.

Water Quality Control Act: The Colorado Water Quality Control Act, C.R.S. 1973, §§ 25-8-101 et seq.

Water Service Line: That portion of the water system from the distribution main to the point of connection within the building.

Water Treatment Works: An arrangement of devices and structures used to produce potable water.

## ARTICLE II

### GENERAL

#### Section 2.1 Enactment.

These Rules and Regulations are adopted this 7th day of June 1995 by the Board of Directors of the Northern Douglas County Water and Sanitation District in accordance with the authority contained in Title 32, Article 1, Part 10, C.R.S.

#### Section 2.2 Availability of Service.

Water and sewer service shall be available in accordance with these Rules and Regulations and on the basis of the charges established therefor and subject to all penalties and charges for violation thereof, or any statutes applicable and subject to the availability of Facilities and capacity.

#### Section 2.3 Applicable Rules and Regulations.

All service to property within the District, including service connections, connections made to District Facilities, and service through District Facilities shall be subject to these Rules and Regulations.

The District provides service to a portion of the District pursuant to the Extended Service Area Water and Sewage Agreement. Properties within this portion of the District shall also be subject to the Rules and Regulations of the Centennial Water and Sanitation District to the extent that Centennial's Rules and Regulations are more restrictive and otherwise in accordance with the ESA Agreement.

Properties not within the "Service Area" as defined in the ESA Agreement may be required to comply with rules, regulations and/or restrictions of other provider entities.

#### Section 2.4 Compliance with Plumbing or Building Requirements.

Nothing herein provided shall be deemed to relieve any person from compliance with the plumbing code or building code of Douglas County or any other federal, state or local plumbing or building requirements.

#### Section 2.5 Amendments.

These Rules and Regulations may be amended from time to time in accordance with law.

#### Section 2.6 Severability.

If any section, subsection, sentence, clause or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portions of these Rules and Regulations.



Section 2.7 Control and Operation of Facilities.

All Water and Sanitary Sewer Facilities shall be under the management and control of the District. No other person shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the District's Facilities except as specifically provided by contract or as otherwise authorized by the District in writing.

Section 2.8 Control of Work.

If, for any reason, the District deems it necessary to delay or stop work on any Water or Sanitary Sewer Facilities to be connected to District Facilities, a stop order by the District shall be issued and delivered to the Customer or Person on the job. Work shall not be resumed until issuance of an order to proceed. Such decision shall not be the basis of any claim by the Customer or Person or concern for direct, indirect, consequential or other damage by reason of any such action, but may be appealed to the Board for review in accordance with the procedures set forth in Section 8.8.

Section 2.9 Other Charges.

Whenever any Person, Owner or Customer fails to perform any act required by these Rules and Regulations, performs any such act in a negligent manner or performs any act prohibited by these Rules and Regulations, the District may, at its discretion, correct any problem created thereby and/or expend funds to cause any Facilities, construction or other work to comply with these Rules and Regulations. In such event, all costs incurred by the District shall be charged to the Customer or Owner and paid pursuant to Article 9 hereof. Such charge shall be a lien against the property until paid. Except in cases of an emergency, notice shall be given pursuant to Article VIII and the Customer or person may appeal the necessity for the charge and the amount therefor pursuant to Sections 8.6, 8.7 and 8.8.

Section 2.10 Usage, Titles and Cross References.

All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law shall be construed and understood according to such particular and appropriate meaning. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify or limit the effect of the provisions set forth in the section or subsection under each heading. Cross referencing is done for convenience only; the absence of same does not mean that no other section applies, and the presence of a cross reference note is not necessarily exhaustive.

Section 2.11 Temporary Toilet Facility.

During the construction of any improvements, temporary toilet Facilities may be used in accordance with the regulations of the Tri-County Health Department and/or of the Colorado Department of Health, but as soon as such improvement is connected to District Facilities, such use shall be abandoned and all evidence of such use properly covered or disposed of.

Section 2.12 Private Wastewater Disposal System.

The Board may authorize a private wastewater disposal system upon approval thereof by the Tri-County Health Department and/or other regulatory agencies and/or a private groundwater irrigation system upon approval by appropriate regulatory entities. The District may make requirements in addition to those required by other agencies. The approval of such systems shall be at the sole discretion of the District and nothing herein shall imply an obligation to approve. Such systems, when approved, shall normally be allowed for a limited time until community service is available. The District may require funds to assure that the Facility will be appropriately maintained and to assure the construction of infrastructure to connect to a community system.

Section 2.13 Damage to District Facilities, Duty to Report.

Any Person (1) who damages or alters any District Facility; or (2) who causes or permits any foreign materials to enter the District System; or (3) who causes any obstruction in the flow of Wastewater in any District Facility, and any Person who discovers, observes, or has reasonable cause to believe that any of the foregoing has occurred shall immediately report the same to the District.

Section 2.14 Excavations.

Any Person performing any excavation activity shall comply with the excavation requirements contained in §§ 9-1.5-101, et seq., C.R.S., including notification of the planned excavation activity to the UNCC. Except in emergencies, any Person who excavates in any area where District Facilities are located shall give written, personal or telephone notice of the date, extent and duration of such excavation to the District at least two business days before beginning any such work. Nothing herein shall be deemed to relieve any Person from compliance with applicable federal, state or local excavation laws, rules, regulations and requirements.

Section 2.15 Concurrent Jurisdiction.

District personnel and agents are hereby authorized and empowered to enforce any and all applicable provisions of the Extended Service Area Water and Sewage Agreement and any lawful order or direction of Centennial within the Centennial Service Area as defined in said ESA Agreement with the same force and effect as if such provision or order were set forth in these Rules and Regulations or issued by the District. Likewise, duly authorized personnel and agents of Centennial are hereby authorized and empowered to enforce such provisions or orders within said Service Area with the same force and effect as District personnel or agents.

Section 2.16 No Damages for Failure to Enforce.

The purpose of these Rules and Regulations is to establish an operating framework for the District and its users and connectors, for the exclusive benefit of the District. Nothing herein shall create any right to damages against the District for the District's failure to enforce these Rules and Regulations nor shall such failure be deemed a waiver of any provision contained herein.

Section 2.17 Limitation of Liability of District.

Except as provided by the Colorado Government Immunity Act, §§ 24-10-101, et seq., C.R.S. (“GIA”), it is expressly stipulated that no claim for damage shall be made against the District by reason of any of the circumstances governed by the GIA, including, but not limited to the following: blockage in the system causing the backup of effluent; damage caused by smoke testing of lines; breakage of any Water or Sewer Main by District personnel; interruption of water or sewer service and the conditions resulting therefrom; breaking of any main line or service line, pipe, valve or meter by any personnel of the District; failure of the water supply; shutting off or turning on of water; making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst service lines and other Facilities not owned by the District; damage to water heaters, boilers or other appliances resulting from shutting water off, or from turning it on, or from inadequate or sporadic pressures; or from inadequate water delivery, sewage treatment or interruption of any services brought about by circumstances beyond its control; or for doing anything to the system of the District deemed necessary by the Board or its agents. Except if required and as provided by the GIA, the District shall have no responsibility for notification to any Customer or Owner of any of the foregoing conditions. The District reserves the right to temporarily discontinue service to any property at any time for any reason deemed necessary or appropriate. The District shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

It is expressly stipulated that no claim for damage shall be made against the District by reason of the District or its agents or consultants performing plan check, construction observation, administration and management, accounting and auditing or legal evaluation and representation nor shall the District be liable in any way by reason of performing such activities.

## **ARTICLE III**

### **APPLICATION FOR SERVICE**

#### **Section 3.1    Inclusion.**

Except as hereafter provided, service will be furnished only to Persons whose property is included within the District and shall be subject to the District's Rules and Regulations, fees, charges and taxation by the District. The District shall have no obligation to include any property.

An applicant desiring to be included in the boundary and service area of the District may submit a petition for inclusion and appropriate fees, pursuant to §§ 32-1-401, et seq., C.R.S. The applicant is expected to pay all costs associated with the evaluation of the petition and the inclusion of the property into the District. The District's legal counsel and the District Engineer under the direction of the District Manager shall review the petition for sufficiency and to ensure that the property proposed to be included within the District can be served, consistent with the policies, rules and regulations of the District and, where applicable, of Centennial. The applicant shall be responsible for compliance with Centennial's water policy, if applicable, and the expansion of Centennial's water service area through an amendment to the ESA Agreement, as a condition to the inclusion of the subject property into the District's boundaries. Failure to obtain such approval and compliance may result in revocation of the District's approval of a petition for inclusion, as set forth in Section 3.3, below.

#### **Section 3.2    Inclusion Fee.**

A non-refundable fee as set from time to time by the Board shall be submitted to the District together with the petition for inclusion to cover costs associated with the evaluation of the petition and to achieve a measure of equity with those properties existing already within the District boundaries which have provided funds to establish the District's current level of service and Facilities. Any cost incurred in connection with the petition for inclusion in excess of the amount of the inclusion fee designated to cover costs shall be paid by the applicant prior to the order of the inclusion by the District Court.

#### **Section 3.3    Inclusion Hearing.**

After publication of notice, a public hearing will be held concerning the petition for the inclusion of property into the boundaries of the District, pursuant to §§ 32-1-401, et seq., C.R.S. Upon conclusion of the hearing, the Board shall either grant or deny the petition, in whole or in part, with or without conditions. Where applicable, the District's approval of a petition for inclusion shall expire two (2) years from the date of the petition for inclusion if the applicant has not obtained Centennial's approval of its service area expansion, and compliance with Centennial's water policy, if applicable, within such time period. In the event of expiration, the District's resolution shall be deemed null and void, and the applicant shall be required to resubmit a petition for inclusion, and payment of all applicable fees, for reconsideration of the

request for inclusion. Any fees previously paid to the District for inclusion shall be nonrefundable.

Section 3.4 Service Outside the District.

Water and sanitary sewer service outside of the District shall be provided at the sole discretion of the Board which has no obligation to provide such service to any property. The District shall determine the fees, costs and charges associated with such service.

Section 3.5 Application for Service Connection.

Upon verification that a property is within the boundary and/or service area of the District:

- A. The Owner of a property seeking service shall file a tap application with the District;
- B. The Board has the ability to approve or disapprove the application; and
- C. All tap fees must be paid at the time of tap application and prior to receipt of service, in accordance with Section 9.5.

Section 3.6 Denial of Application for Service.

The District reserves the right to deny application for service for whatever reason, including:

- A. Water or sewer service limitations are imposed by a provider to the District including Centennial;
- B. The service applied for would create an excessive seasonal or other demand on the Facilities;
- C. There has been misrepresentation in the tap application;
- D. Service would not be in the best interest of the taxpayers and the inhabitants of the District;
- E. The applicant has not paid fees due; or
- F. Inadequate capacity of existing Water or Sanitary Sewer Main, or no Water or Sanitary Sewer Main to which to connect.

Section 3.7 Change in Customer's Equipment or Service.

A property Owner shall file an amended tap application with the District prior to making a change in service, and obtain approval by the District.

Should a property Owner expand an existing Facility, the Owner shall be required to pay an appropriate tap fee at the current rate for the Facility expansion based upon the additional capacity needed as determined by current District standards.

Section 3.8 Discontinuance of Service.

Discontinuance of service for any reason shall be subject to inspection by the District Engineer and the property Owner will be assessed an inspection fee therefor.

Any Owner desiring to have service discontinued shall notify the District a minimum of 48 hours in advance of the date of discontinuance. It is the Owner's responsibility to uncover the service line at or near the street right-of-way line, or easement line, install a plug and backfill to the original condition, after having obtained an inspection by the District Engineer. Service fees shall be assessed until inspection of the disconnection is approved by the District Engineer.

Section 3.9 Payment of Fees as Condition to Service.

Payment of all applicable fees pursuant to these Rules and Regulations shall be a condition to service.

## ARTICLE IV

### CONSTRUCTION OF WATER DISTRIBUTION AND SANITARY SEWER COLLECTION FACILITIES

#### Section 4.1 Construction Requirements.

All contractors, plumbers and others performing work on any Water Distribution Main or Sewer Main, Service Lateral or any part of the District's Water Distribution System or Wastewater Facilities shall comply with the following:

- A. Indemnification. The Contractor shall indemnify and hold harmless the Northern Douglas County Water and Sanitation District and each of its officers, directors, employees, consultants and agents.
- B. Permits, Fees and Charges. All permits, fees and charges shall be paid for by the Contractor, or other Person doing work in the District, prior to the start of construction.
- C. Inspection/Observation Fees. All observation fees on Water Distribution or Wastewater Mains, Facilities or Service Line construction required by the District, Centennial, Douglas County, the Colorado State Highway Department, or other regulatory agencies, shall be paid for by the contractor or others doing work in the District.
- D. Design and Installation Standards. All of the Water Distribution Facilities or Sanitary Sewer Facilities shall be designed and installed in conformance with Standard Specifications of the District so as to provide an acceptable level of service as determined by the District to the specified parcel as well as to all Customers of the District.
- E. Conformance to Standard Specifications. All Water Distribution Facilities or Sanitary Sewer Facilities shall conform with the Standard Specifications as adopted and amended by the District from time to time. The design shall include all sites, rights-of-way and easements required by the District. Sites and rights-of-way shall include sufficient property to protect the District against the possibility of relocating or reconstructing such Facilities.

#### Section 4.2 Tap Permits.

- A. Condition to Connection. No connection of any kind shall be made to District Facilities without first obtaining a valid tap permit from the District.
- B. Activation of Tap. Obtaining a tap permit from the District does not obligate the property Owner to activate the Tap. Such tap may not be activated after one (1) year from the date of purchase or if it is to be used on a property other than the

property identified on the tap without additional payments being made so that the total Tap Fee paid to the District is equal to the then current Tap Fee.

If the tap was purchased prior to July 31, 1991, no such additional payments shall be required upon activation of the tap or transfer of the tap to a different property. The holder of such taps shall be responsible for any additional charges made by Centennial.

- C. Non-Transferability of Tap Permit. Tap Permits are attached to the designated service address only and, once paid, are non-refundable. No tap permit may be transferred from one property to another or one Owner to another without the approval of the District. A tap permit shall be deemed to follow any transfer or sale of the fee ownership of the permitted property. A tap permit is not deemed in any sense to be real or personal property.
- D. One Tap per Building. Not more than one building shall be served by a single tap unless expressly permitted by the District. Owners of separate condominium units may utilize a single tap for an entire building if the tap is of adequate size and is in the name of the Owners' association.
- E. Tap Size. Tap size shall be approved by the District after review of plumbing plans and calculations submitted by the Customer. Documentation of requested tap size shall be presented in conformance with the latest edition of AWWA Manual of Practice M22. The size of tap, size of meter and size of service line shall all be identical unless a variance is specifically granted by the District. Tap sizes for services within the "Service Area" defined in the ESA Agreement shall be subject to approval by Centennial.
- F. Tap Restrictions. The issuance of taps may be restricted from time to time due to limited availability or as a result of provisions imposed by Centennial or other providers upon the District. During any period of such restrictions, taps shall be allocated and sold within the District as determined by the Board of Directors.

#### Section 4.3 District-Built Facilities: Funded by Developer.

In cases where the Developer desires to furnish funds for the purpose of allowing the District to contract for the construction of Facilities, the following apply:

- A. Application for Approval. It shall be unlawful for any Person to construct a Water Distribution or Wastewater Main or extension within the jurisdiction of the District without first having made formal application to the District for approval and having complied with the Rules and Regulations of the District.
- B. Responsibility for Providing Facilities. The cost for the Water Distribution Facilities and Wastewater Facilities, including design and construction costs, shall be the sole responsibility of the Developer. Any Water Distribution Facilities or Wastewater Facilities including all sites, rights-of-way and easements required to



serve development of the property, as determined by the District, shall be provided by the Developer at his or her expense.

- C. Plan Submittal. Plans for all Water Distribution Facilities or Wastewater Facilities to be constructed by the District and funded by the Developer shall be submitted to the District's Engineer together with any other pertinent documents. All of the Water Distribution Facilities or Wastewater Facilities shall be designed and installed so as to provide an acceptable level of service to the specific parcel as well as to all existing and potential Customers of the District. All Water Distribution Facilities or Wastewater Facilities shall be constructed according to the District's Standards and Specifications. All costs of plan review shall be an expense of the applicant.
- D. Location of Extensions and Mains. Water Distribution and Wastewater Mains shall be installed in roads or streets which the County, State Highway or other public agency has accepted for maintenance as public rights-of-way or, when approved by the District, in easements granted to the District. If the Water Distribution and Wastewater Mains are to be installed within an easement to be granted to the District, Developer shall comply with the procedures outlined in Section 4.4 G&H. below.
- E. Contract for Construction. After the District has approved the engineering layout or design for the Facilities to be constructed, the Developer shall enter into a facility extension agreement and deposit in advance with the District an amount equal to the estimated cost plus contingencies as determined by the District so that the District can contract for the construction of the Facilities. If the deposit is not great enough to equal the lowest responsible bid plus contingencies as determined by the District, the Developer shall be notified and no contract shall be let until the deficiency is added to the deposit. Upon completion of the work, the final cost including engineering, observation, legal and administrative shall be certified by the District and any overage refunded to or deficiency made up by the Developer.
- F. Observation Fees. All observation fees on Water Distribution and Wastewater Facilities required by the District, Centennial, Douglas County, the Colorado Department of Transportation or any regulatory agency shall be paid for by the Developer or other Person performing the work in the District.
- G. Performance and Maintenance Bonds. A performance and maintenance bond shall be furnished to the District which is equal to 100% of the construction cost and contingencies on all Water Distribution and Wastewater Facility construction contracted for by the District.

Section 4.4 Developer-Built Facilities: Dedication To & Acceptance by the District.

In cases where the Developer desires to install Facilities by private contract for dedication to and acceptance by the District, the following shall apply:

- A. Application for Approval. It shall be unlawful for any Person to construct a Water Distribution or Wastewater Main or extension within the jurisdiction of the District without first having made formal application to the District for approval and having complied with the Rules and Regulations of the District.
- B. Responsibility for Providing Facilities. The cost for the Water Distribution Facilities and Wastewater Facilities, including design and construction costs, shall be the sole responsibility of the Developer. Any Water Distribution Facilities or Wastewater Facilities including all sites, rights-of-way and easements required to serve development of the property, as determined by the District, shall be provided by the Developer at his or her expense.
- C. Plan Submittal. Plans for all Water Distribution Facilities or Wastewater Facilities within the jurisdiction of the District shall be submitted to the District's Engineer together with any other pertinent documents. All of the Water Distribution Facilities or Wastewater Facilities shall be designed and installed so as to provide an acceptable level of service to the specific parcel as well as to all existing and potential Customers of the District. All Water Distribution Facilities or Wastewater Facilities shall be constructed according to the District's Standards and Specifications. All costs of plan review shall be an expense of the applicant.
- D. Location of Extensions and Mains. Water Distribution and Wastewater Mains shall be installed in roads or streets which the County, State Highway or other public agency has accepted for maintenance as public rights-of-way or, when approved by the District, in easements granted to the District. If the Water Distribution and Wastewater Mains are to be installed within an easement to be granted to the District, Developer shall comply with the procedures outlined in Section 4.4 G&H below.
- E. Construction of Facilities. After the District has accepted the engineering layout or design, the Developer shall install the Facility extension by private contract upon approval of the plans, specifications and contractor by the District and subject to District field observation of actual construction. The District may be required to obtain approval of plans and specifications from other providers such as Centennial.
- F. Observation Fees. All observation fees on Water Distribution and Wastewater Facilities required by the District, Centennial, Douglas County, the Colorado Department of Transportation or any regulatory agency shall be paid for by the Developer or other Person performing the work in the District.

- G. Easements. In the event the Water Distribution or Wastewater Facilities are to be located within an easement to be granted to the District, Developer shall comply with the following:
1. Developer shall submit to the District Engineer for review and approval the legal description and a drawing clearly depicting each interest proposed to be granted to the District.
  2. Developer shall deliver to the District a commitment for title insurance, prepared by a title company approved by the District, on the proposed easement interest, subject to the following requirements:
    - a. The title commitment shall be effective within 30 days of the submittal date;
    - b. The title commitment shall show the proposed insured as “Northern Douglas County Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado”; and
    - c. The title commitment shall reflect the amount of insurance on the proposed easement interest to be a minimum of \$5,000.
  3. The proposed easement shall be free and clear of all encumbrances, except such encumbrances agreeable to the District. Any deeds of trust or mortgages shall be subordinated to the District’s easement interest.
  4. All costs incurred in providing the easement to the District shall be borne by the Developer. Such costs include, but are not limited to the costs of the preparation of the title commitment, the title insurance policy insuring the District’s easement interest, recording fees, legal fees involved in the review of the title work and legal fees for document preparation in connection with the granting of the easement(s).
- H. Easement Subordination Agreements. Upon receipt of the title commitment, the District shall District for the conveyance of the proposed easement to the District from the Developer and accompanying subordination agreement(s) acceptable to the District, where appropriate. If necessary, in the discretion of the District, the District may request an update of the title commitment from the title company.
- I. Right of Inspection. During the construction of Facilities to be dedicated to or otherwise connected to District Facilities, the District Engineer or other District representatives shall have a continuing and ongoing right of inspection.
- J. Preliminary Inspection. Following completion of the Developer’s construction activities and upon payment of all fees and charges, the District Engineer shall

conduct a preliminary inspection and certify the line or other Facility as conditionally acceptable.

- K. Warranty. The Developer shall provide an executed warranty for a period of 12 months from the date of conditional acceptance or until all deficiencies have been corrected to the satisfaction of the District in a form substantially similar to the following language:

WARRANTY

\_\_\_\_\_ (“Developer”) for itself, its successors and assigns, hereby warrants that for a period of one year or such additional time as may be required to correct all deficiencies to the satisfaction of the District beginning on \_\_\_\_\_, 19\_\_ (“Warranty Period”) the facilities described on Exhibit A (“Facilities”), attached, shall be free from defects in materials or workmanship and hereby agrees that during the Warranty Period, Developer shall repair or cause to be repaired any defects in the Facilities required by or resulting from (a) defects in workmanship or materials, (b) the construction of streets or utilities within the area, or failure to follow the standards for construction as adopted by the District from time to time (“Defects”). Developer, for itself, its successors and assigns, further warrants that if any of the Facilities are located within any streets, and at the end of the Warranty Period the construction, installation and paving of these streets, including installation of all curbing, gutters, drains and other street improvements, has not been completed then, as to the repair of valve boxes and manholes, the Warranty Period shall be extended until the date that such street construction has been completed.

During the Warranty Period the District shall be responsible for notifying Developer of any Defects and Developer shall repair or cause to be repaired any such Defects within 48 hours after receipt of the District’s notification. In the event Developer fails to make such repairs within such 48 hour period or, if such repairs cannot reasonably be accomplished within such 48 hour period and Developer has not begun diligent efforts to make such repairs within such 48 hour period, the District may, at its option, proceed to repair or cause the repair of the Defects at Developer’s cost and expense. In the event of emergency repairs which, in the opinion of the District, must be made immediately in order to maintain a reasonable level of water or sanitary sewer service the District may make such emergency repairs without prior notice to Developer and at Developer’s cost and expense, but the District shall give Developer notice thereof as soon as reasonably possible. If the

District deems it necessary to flush Water Mains to maintain water quality control in a portion of the platted area in which any of the streets have not been constructed, the District shall provide to Developer 48 hours prior notice. Thereafter, Developer shall provide the necessary manpower and materials to assist District personnel in directing the flow of water from the location of flushing operation in such a manner as to mitigate, to the extent reasonably possible, any damage from the flow of water.

- L. Bond. Prior to conditional acceptance, the Developer shall provide to the District a bond to be executed in the District's favor in the amount of ten percent (10%) of all construction costs, effective upon commencement of conditional acceptance, such bond to be security for any corrections required as a result of the post-warranty inspection.
- M. Conditional Acceptance. Upon recommendation by the District Engineer for conditional acceptance of the Water Distribution or Wastewater Facilities, and upon provision to the District of all appropriate easements for the maintenance and operation of such Facilities, payment of all fees and charges due hereunder, completion of an appropriate bill of sale dated to coincide with the expiration of the 12 month warranty period, and compliance with any other applicable requirement(s) contained herein, the District shall conditionally accept the Water Distribution or Wastewater Facilities.
- N. Final Inspection. Following expiration of the 12 month warranty period, and upon request of the Developer, the District Engineer shall then make a final inspection and upon correction of any defects or deficiencies, at the expense of the Developer, and satisfactory evidence of an executed bill of sale, the District Engineer may recommend final acceptance of the Water Distribution or Wastewater Facilities to the District.
- O. Oversizing. If, in the opinion of the District, an increase in line size is necessary in order to provide an acceptable level of service to the Developer parcel or other Customers within the District, the Developer may be required to provide oversized pipelines and/or Facilities. The cost for the "oversizing" of such pipelines and/or Facilities shall be borne by the Developer. The basis for such costs shall be the difference in unit prices between the maximum line size which is the Developer's responsibility and the actual size to be constructed. The cost for the design and preparation of contract documents for these "oversized" pipelines shall be the sole responsibility of the Developer. If the District determines that it will construct the Facilities, the Developer shall submit payment for the cost. The District will not issue a Notice of Award until such payment has been made. The District may collect fees or charges as determined by the Board from other Customers served by the "oversized" Facilities and may, as determined by the Board, reimburse the Developer for all or a portion of the oversizing costs incurred by the Developer.

- P. Deposit for Installation of Water or Sewer Facilities. As part of the formal application for service, the Developer shall deposit with the District the sum of Ten Thousand Dollars (\$10,000) to be applied against accrued District charges associated with the development. Additionally, the Developer shall enter into a written Agreement with the District regarding the deposit, in a form substantially similar to the agreement attached as Exhibit A.
- Q. Deposit for Developer Projects Involving District Facilities. For development projects involving building permits where the District is a referral agency to the County due to the development impact on the District's Water or Sewer Facilities, the District may require the Developer or property owner to fund a deposit with the District and enter into a written Agreement regarding such deposit, in a form substantially similar to the agreement attached as Exhibit A.

Section 4.5 Inspection.

The District shall have a right to inspect at all times all Facilities connected to, or to become connected to, the District's Water Distribution or Wastewater Facilities. Authorized employees and representatives of the District shall be allowed free access at all reasonable hours to any building, premises or property receiving water or sanitary sewer service to ensure compliance with these Rules and Regulations.

**ARTICLE V**  
**WATER SERVICE**

Section 5.1 Water Use.

The right to take and use water from any source supplied by the District is only by permission and the District reserves the full right to determine all matters in connection with the control and use of water. Water shall be used only for Beneficial Purposes.

No water user in or upon any premises to which water is supplied shall supply water to any other Customer or premises without the approval of the District.

Nothing contained herein shall operate to create any vested or proprietary right whatsoever, but shall give the Customer the right to the water service for the purposes specified in these Rules and Regulations. The right to use water service shall be subject to suspension or revocation and shutoff as set forth in Article VIII. Any Person, Customer or User of the District violating any provision of this Article shall be subject to the penalties set forth in Article VIII of these Rules and Regulations.

Section 5.2 Water Turn-on.

The District will turn water on at any premises lawfully entitled to service between the hours of 8 a.m. and 5 p.m. Monday through Friday, exclusive of holidays. Service during hours other than these will be provided under special circumstances only upon authorization of the District. No one except an authorized representative of the District shall, under any conditions or circumstances, turn water on. The District shall not be liable for any damages resulting in the turning on of the water either by District employees, other authorized Persons or unauthorized Persons.

Section 5.3 Water Service Line Size, Location and Installation.

The Customer is responsible for determining the demand and the size of tap required for service subject to approval of the District. The District shall at all times have the right to determine when and if a backflow prevention device is required and the kind and size of such device. All Water Service Lines shall be designed and constructed to the requirements of the Standard Specifications in effect at the time of construction.

No Person, other than a Person authorized by the District, shall install or remove any Water Distribution Facilities.

In case the Customer desires to permanently disconnect any premises, the water will be shut off at the corporation cock of the Customer. New services to replace existing services shall not be approved by the District and the water will not be turned on until old service lines are dug up and removed at the expense of the Customer.

Every Water Service Line installation shall be equipped with a curb stop used exclusively by the District in controlling the water supply. If the curb stop is damaged by the Customer, replacement or repair shall be at the Customer's expense.

All Customers shall, at their own expense, keep their service lines, stop valves, fixtures and other appurtenances in good repair and protected from freezing or any other damage. The Customer shall place and maintain a brass stop and waste valve which shall be easily accessible so that the water may be turned on or off by the Customer. When necessary, the Customer shall turn off the water supply at the stop and waste valve and shall drain the water to prevent freezing and other damage.

#### Section 5.4 Water Meters.

- A. General. All meters shall be approved by the District and furnished at the expense of the Customer. The location of all meters shall be approved by the District. Residential meters shall be located within the residential structure at a readily accessible location approved by the District unless an alternate location is approved. All residential meters shall incorporate a remote transmitting device placed in a location specified by the District. Non-residential and larger-sized meters shall be at a location and shall incorporate remote display or transmitting units approved 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 for maintaining meters and for turning 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  $\frac{3}{4}$  inch in size. Meters for irrigation systems larger in size than  $1\frac{1}{2}$  inches shall be of the turbine type. All meters  $1\frac{1}{2}$  inches or smaller shall be installed by the District, at the Customer's expense. Meters larger than  $1\frac{1}{2}$  inches shall be installed by the Customer at the Customer's expense and inspected by the District prior to water turn on. Meters shall become the property of the District. Under no circumstances shall anyone other than District personnel remove a water meter without the approval of the District.

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

1. If the meter has registered over 2% more water than actually passed through it, the current bill will be adjusted proportionately as a credit.



2. If the meter has registered less than the actual amount of water which passed through it (by greater than 2%), the District may elect to adjust the current bill proportionately as a debit.
3. Should the meter completely fail to register, the bill will be adjusted as determined by the District on a fair and equitable basis.
4. No adjustment will be made to any prior bills.

Any Customer may request that the meter through which water is being furnished be examined and tested by the District. The request shall be in writing and shall be accompanied by a deposit equal to the charge for testing such meter as determined by the District. Upon receipt of such request and deposit, the District will examine and test the meter. If the meter registers over 2% more water than actually passes through it, the meter shall be properly adjusted or replaced, the deposit returned and the current water bill adjusted. If the meter shall be found to register not more than 2% over, the deposit shall be retained by the District as the expense of making the test.

Should a meter which has been tested at a Customer's request be found to register less water than actually passes through it, the District, at its discretion, may elect to replace or repair said meter. In such instances, the deposit will be retained by the District as the expense of making the test; however, the Customer will not be charged any additional amount as a result of the meter registering less than the actual amount of water passing through it.

- C. Maintenance Responsibilities. All water meters, remote registers and transmitters shall be owned and maintained by the District and shall be tested as the District deems necessary. The cost of repairs resulting from abuse by the Customer shall be paid by the Customer and added to and considered a part of the charge for water service. In installations utilizing a meter located within the building of the property serviced (such as single-family residential units), the Customer is responsible for all costs associated with maintenance of the water service line from the connection to the curb stop or property line, whichever is closer to the roadway, to and through the building, excluding the meter.

The District is responsible for maintaining the service line from the main through the curb stop or 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 of the water service line from and including the meter vault and associated piping through the building, excluding the meter. The District is responsible for maintaining the service line from the main to the first connection inside the meter pit or vault. However, in the event that damage to the meter was caused by abuse or negligence of the Customer, then the Customer shall also be responsible for all costs associated with maintenance, repair or replacement.

Section 5.5 Pressure Reducing Valves.

Any pressure reducing valve required by the District shall be adjusted by District personnel at such time as water service is initiated. Only authorized personnel shall adjust such valves.

Section 5.6 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 private property, except where master meters are installed between the District mains and any one or group of fire hydrants. All hydrants shall conform to the Standard Specifications. Fire hydrants connected to the mains of the District are provided for the primary purpose of furnishing water for fire suppressing and shall be opened and used only by persons authorized to do so by the District.

Any other use of fire hydrants shall be allowed by permit issued by the District and shall require the use of a hydrant meter and regulating valve for the monitoring of water use. Connections and disconnections shall be made by authorized personnel only. Rates to be charged for water extracted 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.

Section 5.7 Cross-Connection.

- A. Cross-Connections. Cross-connections of any type which may permit a backflow of water from a supply other than that of the District into the District's mains are prohibited. 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 such 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 all Cross-Connections shall be subject to its approval.

Service of water to any premises shall be discontinued by the District if a backflow prevention device required by these Cross-Connection Rules and Regulations is not installed, tested and maintained or if it is found that a backflow prevention device has been removed or bypassed or if an unprotected Cross-Connection exists on the premises. Service will not be restored until such conditions or defects are corrected at the expense of the Customer.

- B. Inspection of Customer's System. The Customer's internal distribution system shall be open for inspection at all reasonable times to authorized representatives

of the District to determine whether Cross-Connection or other structural or sanitary hazards, including violations of these Rules and Regulations, exist. When a hazardous condition becomes known, the District shall deny or immediately discontinue water service to the premises by whatever means the District deems necessary, including, but not limited to providing for a physical break in the service line, until the Customer has corrected the condition(s) in conformance with all federal, state and local regulations relating to plumbing and water supplies and the Rules and Regulations adopted pursuant thereto. For conditions not constituting an immediate hazard, the Customer shall be given notice of the violation in accordance with Article VIII.

C. Conditions for Backflow Prevention Device Use. An approved backflow prevention device shall be installed on each service line to a Customer's water system if:

1. A landscape irrigation system is installed. Prior to constructing a landscape irrigation system, a permit must be obtained from the District by the Customer. Should such a system be installed without a permit or not in accordance with the Standard Specifications, a violation notice will be issued which will specify a compliance schedule necessary to bring the installation within specification. Failure to meet said schedule may be grounds for termination of service pursuant to Article VIII.
2. A swimming pool or hot tub or similar Facility is installed. Prior to construction, a permit must be obtained from the District by the Customer. Should such a system be installed without a permit or not in accordance with the Standard Specifications, a violation notice will be issued which will specify a compliance schedule necessary to bring the installation within specification. Failure to meet said schedule may be grounds for termination of service pursuant to Article VIII.
3. Any residential premises have:
  - a. Two-fluid solar heating systems. All two-fluid solar systems, whether utilized for space heat or domestic hot water preheat, shall protect against the possible backflow of non-potable substances into the potable Water Distribution System.
  - b. Grey water recycling systems. All grey water recycling systems shall have a contamination detection system. No grey water recycling system shall be installed without the approval of the District.
4. The District determines:

- a. At the sole discretion of the District that an auxiliary water supply is used which is not or may not be acceptable as an additional source; or
  - b. An auxiliary water supply is utilized which is not or may not be of safe bacteriological or chemical quality; or
  - c. Industrial fluids or any other objectionable substances are handled in such a manner so as to create an actual or potential hazard to system, such as process waters and waters originating from the public system which have been subject to deterioration in quality; or
  - d. Premises have internal Cross-Connection which cannot be permanently corrected or controlled; or
  - e. Premises have intricate plumbing and piping arrangements where entry to all portions of the premises is not readily accessible for inspection purposes, making it impossible to ascertain whether or not dangerous Cross-Connections exist.
5. The property lies within the “Service Area” as defined in the Extended Service Area Water and Sewage Agreement and any portion of the uses served by the service line is a non-residential use.

D. Backflow Prevention Device Approval. Any backflow prevention device required herein shall be of a model and size approved by the District and by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California.

E. Special Backflow Prevention Device Conditions. Any presently installed backflow prevention device which does not meet the requirements of this Article, but was an approved device at the time of installation and which has been properly maintained shall, except for the inspection and maintenance requirements, be excluded from the requirements of these Rules and Regulations so long as the District is assured that said devices will satisfactorily protect the water system. Whenever the existing device is moved from its present location or requires replacement or when the District finds that the device constitutes a hazard to health, the unit shall be replaced by a backflow prevention device meeting the requirements of this section.

## ARTICLE VI

### WATER CONSERVATION

#### Section 6.1 General.

The District requires the conservation of water within its service area. No person shall use any water provided by the District for other than Beneficial Use.

#### Section 6.2 Determination of Available Water Supply.

The District shall, from time to time, determine the amount of available potable water supply for use and shall determine the expected demands for said water by all Customers of the District's water system for any given period of time. In the event the Board shall determine at any given time that there are insufficient potable water supplies to meet all of the present and anticipated needs, the Board may order restrictions, curtailments or prohibitions upon the use of water.

Any restrictions, curtailments or prohibitions contemplated will be uniformly applied to all similarly situated water users within the District's service area. Nothing herein shall be construed to prevent the District from treating different categories of water users and/or water users in different geographical areas of the District in a different fashion.

Except in cases of emergency, the District shall deliver written notice at least five (5) days prior to imposing any curtailments, restrictions or prohibitions upon the use of water as herein provided. The notice shall include a statement as to said restrictions, curtailments or prohibitions, together with a statement of the penalties for violation thereof and the time period for which they shall be in effect.

Any Person, Customer or User of the District violating any provision of this section shall be subject to the penalties set forth in Article VIII of these Rules and Regulations.

#### Section 6.3 Required Water Conservation Devices.

Water service shall not be furnished to any Customer unless the Customer has fully complied with the water conservation standards set forth in the Standard Specifications.

**ARTICLE VII**  
**SEWAGE SERVICE**

Section 7.1 General.

The right to any use of the District's Sanitary Sewer System is only by permission granted by the District in writing. The District reserves right to determine all matters related to the control and use of its Sanitary Sewer System. The right to use of the District's Sanitary Sewer System shall be subject to suspension, disconnection or revocation as set forth in Article VIII. Any Person, Customer or User of the District violating any provision of this Article shall be subject to the penalties set forth in Article VIII of these Rules and Regulations.

Section 7.2 Service Lateral Size, Location and Installation.

The District shall approve the size, location and manner of accomplishing the installation of a service lateral. If a Service Lateral is installed by the Customer, the Service Lateral joints shall remain exposed until they have been inspected and approved by an authorized representative of the District. The size, slope, alignment and materials of construction of the Customer's Service Lateral and the method to be used in excavating, placing of the pipe, jointing, testing and backfilling of the trench shall conform to the criteria set forth in the Standard Specifications and the applicable plumbing codes enacted and enforced by Douglas County or other governmental entity with jurisdiction.

The Service Lateral shall be brought to the building at an elevation below the basement floor. In all buildings in which any drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the sewer lateral. Such individual building lift stations may only be used when specifically permitted by the District and shall be owned and maintained by the Customer.

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

All costs of the installation and connection of the Service Lateral and incidental expenses shall be borne by the Customer. The Customer shall reimburse the District for any loss or damage which may directly or indirectly be occasioned by the installation of the Service Lateral.

Section 7.3 Limitations on Service Connection.

A separate and independent Service Lateral shall be provided for every building or Customer; however, the District reserves the right to allow more than one Customer or building to be connected to one Service Lateral.

When property provided with a Service Lateral is subdivided, a Service Lateral shall be provided for each building or Customer.

Should a Service Lateral be of the wrong size or at the wrong location and not in accordance with the approved plans or the Standard Specifications, the cost of all changes required to correct the situation shall be paid by the Customer.

The Customer is responsible for maintenance of the Service Lateral from the building through the point of connection to the District's Sewer Main.

Any Sewer Main damaged as the result of abnormal use or damage to such Facilities shall be repaired or reconstructed at the expense of the Customer or Person responsible for such abnormal use or damage. The District may make repairs deemed necessary, in its sole discretion, adding the cost of such repairs to the Customer's service charges which shall be a lien against the property served until paid in full.

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

#### Section 7.4 General Prohibition.

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

Prohibited sewage shall include such quantity of clear water injected into a public sewer which would interfere with the District's volume capacity or with the biological process necessary for proper treatment.

#### Section 7.5 Dischargeable Sewage.

Wastes shall be classified into two categories termed "Domestic Sewage" and "Nondomestic Sewage." The classification of dischargeable sewage shall be the responsibility of the District and shall follow recommended procedures of the Colorado State Department of Health and, subject to review by the Board, shall be final and binding.

Any Customer discharging nondomestic sewage into the public sewer shall install at Customer's expense suitable monitoring equipment which isolates appropriate Wastewater discharges and facilitates accurate inspection, sampling and flow measurement of such discharges when required by the District. Treatment or Pretreatment Facilities may be required by the District at the expense of the Customer. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.

#### Section 7.6 Grease and Sand Interceptors.

Grease, oil and sand interceptors shall be provided by and at the expense of the Customer when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing excessive grease, excessive sand or other harmful ingredients. All interceptors shall

be of a type and capacity approved by the District and shall be located so as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the Customer shall be responsible for the proper removal and disposal by appropriate means of the captive material and shall maintain records of the date and means of disposal. Such records shall be open to review by District personnel. All such interceptors shall be cleaned and the captive material removed a minimum of once a year, or more frequently if it is determined by the District that, 1) three inches of grease has accumulated in the secondary side of the interceptor, 2) odor complaints about the interceptor are received by the District, or 3) grease has accumulated to 37% of the total depth of the primary side of the interceptor. In addition, all grease interceptors and sand / oil separators shall comply with the “Best Management Practices for the Installation and Maintenance of Gravity Grease Interceptors and Sand / Oil Separators” adopted by Centennial. The District may charge a fee for the inspection and/or reinspection of such interceptors.

#### Section 7.7 Industrial Pretreatment.

All sources discharging Nondomestic Sewage shall be considered Industrial Users for the purpose of implementing and enforcing the Pretreatment Standards and Requirements. No Industrial User shall discharge or cause to be discharged or increase the discharge or change the nature of the discharge into the public sewer in any area served by the District where such discharge does not meet applicable Pretreatment Standards and Requirements, or which would cause Centennial or any other entity providing sewage treatment of effluent from the District to violate its CDPS or NPDES permit.

The District hereby adopts in total, all Industrial Pretreatment Regulations promulgated by the Centennial Water and Sanitation District, referred to herein as the “Industrial Pretreatment Program.”

Any Customer whose property lies within the “Service Area” as defined in the Extended Service Area Water and Sewage Agreement, shall also comply with the Industrial Pretreatment Program. All authority to enforce the Industrial Pretreatment Program, including the CWSD rules and regulations, CDPHE regulations and the United States EPA regulations pertaining to Industrial Pretreatment are hereby delegated to Centennial.

#### Section 7.8 Compliance.

To assure compliance with Section 7.7, all Significant Industrial Users shall, prior to connecting into the Sanitary Sewer in any area served by the District, shall execute an Industrial Pretreatment Agreement, with Centennial and the District or, if applicable, any other entity providing sewage treatment of effluent from the District and the District. Any Industrial User who is not classified as a Significant Industrial User, but who, in the opinion of the District or Centennial has on its premises sufficient quantities or types of compounds which if discharged to the POTW would cause the User to be classified as an SIU, shall also be issued an Industrial Wastewater Discharge Permit by Centennial or any other entity providing sewage treatment of effluent from the District and the District prior to connection.



Section 7.9 Industrial Wastewater Discharge Permit.

The form of the Industrial Wastewater Discharge Permit approved by Centennial, and incorporated into the CWSD Rules and Regulations, is hereby approved, adopted, implemented and made enforceable as part of these Rules and Regulations. The Industrial Wastewater Discharge Permit shall provide:

- A. That the right of the permittee to discharge, including all new or increased contributions of pollutants or changes in the nature of pollutants, is conditioned upon such discharge and contribution meeting the applicable Pretreatment Standards and Requirements and that such discharge and contribution would not cause the District or other districts or entities to violate any CDPS and NPDES permit.
- B. That the permittee shall comply with applicable Pretreatment Standards and Requirements.
  - 1. The Local Limits, adopted by Centennial or other provider of wastewater treatment of effluent flowing from the District, as they may be revised from time to time to protect the POTW and any portion thereof from passthrough, interference and sludge contamination.
  - 2. The National Categorical Pretreatment Standards of the Environmental Protection Agency (40 C.F.R. 403.6 and 405) are fully applicable and enforceable by these Rules and Regulations to all Industrial Users.
  - 3. In addition, all federally-promulgated listings of Toxic Pollutants and any other discharge standards which the District or Centennial or other provider of wastewater treatment of effluent flowing from the District deems appropriate to protect its Wastewater Facilities shall be included in the Pretreatment Standards and Requirements.
  - 4. Centennial has developed and may continue to develop Best Management Practices (BMP's) to implement the requirements in Sections 7.9, 7.10 and 7.11.
- C. That the permittee, when applicable, shall develop a compliance schedule for the installation of technology required to meet applicable Pretreatment Standards and Requirements as determined by Centennial.
- D. That the permittee shall install at its expense monitoring devices to allow sampling of the permittee's wastewater, and submit all notices and self-monitoring reports to Centennial or any other entity providing sewage treatment of effluent from the District and the District as are required and necessary to assess and assure compliance.

- E. That the permittee shall pay a fee sufficient to enable Centennial or the District to carry out all necessary inspection, surveillance and monitoring procedures to independently determine the permittee's compliance or noncompliance with applicable Pretreatment Standards and Requirements.
- F. That a representative of the District, Centennial, and any other entity providing sewage treatment of effluent from the District shall be authorized to enter the premises of the permittee in which a discharge source or treatment system is located or in which records are kept under 40 C.F.R. 403.12 (n), for the purpose of inspection or monitoring activities.
- G. That the District shall have the authority to disconnect the permittee's system from the District's system, or to require the permittee to immediately and effectively halt any discharge of pollutants into the POTW or any portion thereof, if such discharge reasonably appears to present an imminent endangerment to the health and welfare of persons or to the environment or interferes with the operation of the POTW or any portion thereof. Centennial or any other entity providing sewage treatment of effluent from the District shall also have the power to cause such disconnection or to order the immediate and effective halt of any such discharge.
- H. Other provisions as may be required by the District, by Centennial, by any other entity providing sewage treatment of effluent from the District, by the Clean Water Act or by EPA regulations, including a procedure to protect the confidentiality of reports and information furnished by the permittee in accordance with 40 C.F.R. 403.14. Effluent data shall be considered nonconfidential.
- I. The District shall annually publish in a newspaper of general circulation published in Douglas County a list of the SIU's which significantly violated any Pretreatment Standards or Requirements during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the SUI during the same twelve (12) months. Such annual publication shall not be required if the information is included in a similar publication by Centennial or other entity providing sewage treatment of effluent from the District.
- J. That the permittee shall pay an industrial surcharge fee as charged by the District to cover the cost of treating wastewater with higher oxygen demand or solids loadings than those found in typical domestic wastewater.
- K. Requirements to control Slug Discharge, if determined by Centennial to be necessary.

Section 7.10 Silver Discharges.

- A. Prohibition. It shall be unlawful for any silver-rich solution from a photographic processing facility to be discharged or otherwise introduced into the POTW, unless such silver-rich solution is managed by the photographic processing facility in accordance with the silver BMP (as adopted by Centennial) prior to its introduction into the POTW.
- B. Enforceability. The silver BMP is a fully enforceable element of the POTW industrial pretreatment program and constitutes a local limitation for silver discharged from photographic processing facilities.
- C. Registration. All new photographic processing facilities must complete and file a waste disposal registration with Centennial prior to opening. The photo processing facility shall submit the following notification to Centennial: “(Photo Processing Facility) hereby notifies Centennial that it discharges silver-rich solution to the POTW and that such discharges will hereafter be managed in accordance with Centennial’s silver BMP’s”.
- D. Compliance Certification. Each photographic processing facility which has implemented the silver BMP for the control of silver discharges to the POTW shall submit an annual compliance certification to the POTW by December 31st of each calendar year. This compliance certification, to be completed by an authorized representative of the photo processing facility, shall consist of the following statement: “On behalf of (photo processing facility), I certify that, except as specifically noted below, this facility has implemented since the date of its last certification the silver BMP for the control of silver discharges to the POTW and, as of the date of this certification, is in compliance with the requirements of the silver BMP.

Section 7.11 Mercury Discharges.

- A. Prohibition. It shall be unlawful for amalgam waste from a dental facility to be discharged or otherwise introduced into the POTW, unless such amalgam waste is managed by the dental facility in accordance with the mercury BMP (as adopted by Centennial) prior to its introduction into the POTW.
- B. Enforceability. The mercury BMP is a fully enforceable element of the POTW industrial pretreatment program and constitutes a local limitation for amalgam discharged from dental facilities.
- C. Registration. All new dental facilities must file an amalgam waste disposal registration with Centennial prior to opening. The Dental Facility shall submit the following notification to Centennial: “(Dental Facility) hereby notifies Centennial that it discharges amalgam waste to the POTW and that such discharges will hereafter be managed in accordance with Centennial’s mercury BMP”.

- D. Compliance Certification. Each dental facility which has implemented the Mercury BMP for the control of amalgam waste discharges to the POTW shall submit an annual compliance certification to the POTW by December 31st of each calendar year. This compliance certification, to be completed by an authorized representative of the dental facility, shall consist of the following statement “On behalf of (dental facility), I certify that, except as specifically noted below, this facility has implemented since the date of its last certification the mercury BMP for the control of amalgam waste discharges to the POTW and, as of the date of this certification, is in compliance with the requirements of the mercury BMP.

## ARTICLE VIII

### VIOLATIONS, PENALTIES AND COMPLAINTS

#### Section 8.1 Notice.

When the District has reason to believe any Person or Customer is not in compliance with any provision of these Rules and Regulations, that Person or Customer shall be served with a written notice stating the nature of the violation, the amount of any penalty assessed, that service may be suspended, the right to appeal to the Board and providing a reasonable time limit to cure the violation. Written notice shall be served by delivery to the Person or Customer reasonably believed to be the violator (referred to herein as “Violator”), by the method set forth in the Colorado Rules of Civil Procedure, Section 4(e), or by mailing to the service address by first-class mail. Mail shall be deemed to be received within three (3) business days of mailing. The Violator shall, within the period of time stated in such notice, permanently cease all violations and pay all penalties assessed.

#### Section 8.2 Violations and Penalties Concerning Articles V and VI.

Any Person or Customer violating the provisions of either Article V or VI shall be issued a written notice to correct the violation in accordance with Section 8.1. If the condition is not corrected within the cure period provided by the notice, it shall constitute a first violation. If within six (6) months of the issuance of a first notice, a second notice is issued for the same violation to the same Violator, it shall constitute a second violation and the Violator shall be so notified. Violators will be subject to the following actions and penalties:

- A. In the event the Violator does not correct the violation as set forth in the Notice, the Violator will be advised in writing and a charge of 10 percent of the current month’s water bill, not to exceed one hundred dollars (\$100), will be assessed and added to the water bill.
- B. Violator will be advised in writing and a charge of 25 percent of the current month’s water bill, not to exceed three hundred dollars (\$300), will be assessed and added to the water bill.
- C. For each subsequent violation occurring within six (6) months of the first violation, the District may, upon written notice, suspend water service to the premises at which said violation occurred, but only after the Violator has had a hearing, as provided for in Section 8.7, and a charge of 40 percent of the current month’s water bill, not to exceed five hundred dollars (\$500), will be assessed and added to the water bill. At the District’s discretion, the Violator shall be charged all costs incurred in relation to the violation, including but not limited to a surcharge to reimburse the District any costs incurred in reconnecting service, and any costs of enforcement incurred by the District. The penalties provided for in this Section shall be cumulative and in addition to any other remedies the District

may have, including termination of service, injunctive relief or any other legal or equitable remedy available to the District.

- D. All Persons or Customers who receive warning or notice of violation pursuant to this section may appeal as set forth in Section 8.8.

Section 8.3 Violations and Penalties concerning Article VII.

- A. Penalties: Any Person or Customer who violates any provisions of Article VII, or any Industrial User who violates any provisions of Article VII or of its permit, shall be notified of a violation of Article VII in accordance with Section 8.1 and assessed a penalty. If the condition is not corrected within the cure period provided by the notice, it shall constitute a first violation. If within six (6) months of the issuance of a first notice a second notice is issued for the same violation to the same Violator, it shall constitute a second violation and the Violator shall be so notified.

The amount of the penalty shall be determined by the District as follows:

1. In the event of a first violation, the penalty shall be one thousand dollars (\$1,000) or an amount equal to three (3) times the actual expenses incurred by the District, directly or indirectly, as a result of the violation, whichever is greater. The amount of the expenses shall include:
  - a. The costs of repair or replacement, or both, of the Facilities of the District; and
  - b. The amount of any penalty, including any accrued interest imposed on the District by any other governmental entity; and
  - c. The amount expended by the District for equipment, employee compensation and payment to independent contractors (including reasonable attorneys' fees) to determine the existence and locate the source of or to correct or terminate the violation; and
  - d. Any other costs incurred in relation to the violation, including, but not limited to a surcharge to reimburse the District any cost incurred in reconnecting service and any costs of enforcement incurred by the District.
2. In the event of a continuing violation or a second violation within six (6) months of the first, the District shall assess the penalty set forth in Subsection A hereof and may assess an additional penalty whose purpose is to deprive the Violator of any economic benefit realized by the failure, refusal or delay in complying with the requirements set forth in Article VII or in the Violator's permit, where applicable. Said additional penalty shall include:

- a. The capital costs the Violator would have had to incur for compliance and debt service thereof over a normal amortization period of not longer than ten (10) years; plus
  - b. Any operation or maintenance costs foregone as a result of non-compliance; plus
  - c. The amount of any additional financial benefit accruing to the Violator due to the lack of or delay in compliance.
  - d. The amount of any expenditure made by the Violator subsequent to the first notice for the purpose of bringing the source into, and maintaining compliance with, the permit, where applicable, or Article VII of these Rules and Regulations, may be deducted from the additional penalty.
  - e. In determining the amount of the penalty provided for in this Subsection 2, the District may inquire of District employees and consultants, the Violator, suppliers of sewage treatment equipment, Industrial Users and any other Person(s) whose estimates or opinions as to the amounts specified in subsections a, b, c and d may be deemed credible.
3. A continuing violation shall be treated as a separate violation for each day during which it continues, and penalties therefor may be assessed in accordance with Subsections 1 and 2 hereof for each such violation.
  4. The penalties provided for in this Section shall be cumulative and in addition to any other remedies the District may have, including termination of service, injunctive relief or any other legal or equitable remedy available to the District.
  5. The District and any person or Board assessing or reviewing any penalty may reduce the penalty assessed upon the request of the Violator where a determination is made that one or more of the following factors applies, provided however, that any violation of any permit shall be governed by the terms of the permit.
    - a. The violation was temporary and inadvertent, was caused by factors beyond the Violator's reasonable control and the Violator has taken steps which render its recurrence unlikely;
    - b. The Violator reasonably believed that the discharge was not in violation of these Rules and Regulations;
    - c. The violation did not cause or threaten harm to any person, to the environment or to the POTW;

- d. The Violator cooperated fully with the District in the investigation of the violation and in the correction of the cause of the violation;
- e. The Violator was fined or penalized by another governmental entity for the same occurrence;
- f. The violation was inconsequential in nature and duration; or
- g. Notwithstanding any other provisions of this Section, no penalty shall be reduced below the amount necessary to reimburse the District for all costs associated with the violation as those costs are determined pursuant to Subsection 1 of this Section.

B. Determination of Violation Type:

- 1. The District shall determine the level of violation. Violations shall be classified as “Significant” or “Non-Significant.” The following shall be deemed significant violations:
  - a. Violations of Wastewater discharge limits:
    - i. A violation that remains uncorrected fifteen (15) days after Notice of Noncompliance.
    - ii. A violation that is part of a pattern of noncompliance over a six (6) month period.
    - iii. Any other violation(s) of an effluent limit (average or daily maximum) that the District believes has caused, alone or in combination with other discharges, interference or passthrough, or has endangered the health of any Person.
    - iv. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the District’s exercise of its emergency authority to halt or prevent such a discharge.
  - b. Failure to meet, within ninety (90) days after the scheduled date any compliance schedule milestone.
  - c. Failure to provide adequate and complete reports within seven (7) days from the due date.
  - d. Failure to accurately report noncompliance.



e. Any failure to comply with a notice of noncompliance or any other violations or groups of violations which the District considers to be significant.

2. All other violations shall be deemed non-significant.

C. Enforcement Procedure/Action:

1. The Violator will be notified and made aware of the violation in accordance with Section 8.1.

2. The notice shall state that it is a notice of violation and shall further state the amount of the fine and the necessary corrective action.

3. In the event the Violator decides to appeal the fine or corrective action required, the Violator shall deliver a written notice of appeal, together with a cost bond required by sub-paragraph 6, within five (5) days of the date of delivery of the notice of violation.

4. Within five (5) days of receipt by the District of the notice of appeal, the District shall deliver to the Violator a list of five (5) acceptable arbitrators and the Violator may select one of the five within five (5) days of delivery of the list. In the event the Violator fails to select an arbitrator, the District shall select one of the five. If Violator desires, he or she may designate a second arbitrator within five (5) days and the two (2) arbitrators shall select a third within the next five (5) days.

5. Arbitration Hearing:

a. Hearing shall be conducted according to the Uniform Arbitration Act.

b. The arbitrator(s) shall apply the Clean Water Act, 33 U.S.C. 1251 et seq. and the Colorado Water Quality Control Act, C.R.S. 1973, § § 25-8-101 et seq. and the Rules and Regulations of the EPA, Colorado Department of Health, Centennial or other entity providing sewage treatment of effluent from the District and the District, as they are amended from time to time.

c. Except for good cause shown, the hearing shall be held no sooner than forty-five (45) days nor more than sixty (60) days following the selection of the arbitrator(s). Failure to hold the hearing within these time limits shall not be jurisdictional.

d. The arbitrator(s) shall issue a decision within fifteen (15) days of the conclusion of the hearing.

6. The fees of the arbitrator(s) and the costs of the arbitration shall be shared equally by the parties and the Violator shall deposit a cost bond with the notice of appeal in the amount of five hundred dollars (\$500.00) to assure payment of the arbitrator(s) and the cost of the arbitration hearing. Failure to post the cost bond with the Notice of Appeal shall be deemed a waiver of the right to appeal.
7. Any appeal from the decision of the arbitrator(s) shall be taken within fifteen (15) days from the date of the decision.
8. The failure of any Violator to comply with the decision of the arbitrator(s) shall result in termination of service or the filing of an action for injunctive relief, or both, at the discretion of the District.

**Section 8.4 Suspension of Service for Non-payment.**

In order to provide an equitable system for payment of charges, rates, fees, tolls or penalties, the following critical dates have been established:

BILLING DATE:	The 20th day of the month following the meter reading.
DUE DATE:	The 10th day of the month following the billing date.
PENALTY DATE:	The 15th day of the month following the billing date.
DELINQUENT DATE:	The 20th day of the month following the billing date.

When payments for service are not received by the penalty date, a penalty will be imposed in an amount as determined by the District. Payments not received by the delinquent date will be considered delinquent and a notice of delinquent account will be mailed. Owners or Customers who receive notice of a delinquent account may appeal as set forth in Section 8.8.

Upon receipt of a notice of delinquent account, payment for service, penalties, charges, rates, fees, and tolls must be paid by the 15th day of the month following the notice of delinquent account date. If payment is not received, an additional penalty will be assessed and notice of suspension of service will be mailed by first-class mail advising that payment must be made within ten (10) days after receipt of the notice of suspension or service will be disconnected. All Owners or Customers who receive a notice of suspension may appeal as set forth in Section 9.8.

Prior to reinstatement of service, arrangements satisfactory to the District shall be made for the payment of all fees, rates, tolls, penalties or charges due.

**Section 8.5 Suspension and Disconnection of Service.**

The District may suspend or disconnect service for violation of any applicable portion of the District's Rules and Regulations or the terms and conditions of an Industrial Wastewater Discharge Permit.

In conjunction with its Industrial Pretreatment Program, the District recognizes the right of Centennial or any other entity providing sewage treatment of effluent from the District to enforce its Rules and Regulations by disconnection of sewage service to those who violate industrial effluent standards of this District or of Centennial or of any other entity providing sewage treatment of effluent from the District, whichever are more stringent, and that neither shall interfere with the other in the enforcement of their respective industrial effluent standards. The District will not reconnect any service connection which shall have been disconnected by Centennial or any other entity providing sewage treatment of effluent from the District, except upon the written request of such District. The District shall notify Centennial of any connection or disconnection of a sewer to users within the "Service Area" as defined in the Extended Service Area Water and Sewerage Agreement between the District and Centennial, as amended, at times and in a manner so as to cause a minimum of inconvenience to either party.

Section 8.6 Informal Resolution. NOT APPLICABLE

Section 8.7 Suspension Hearing.

Except as provided in an Industrial Wastewater Discharge Permit in Section 7.9, or in an emergency situation, any Violator who has received notice of suspension of service may receive a formal hearing prior to suspension by submitting a written request. Such request shall be submitted within five (5) business days of receipt of said notice. The hearing shall be held within five (5) business days of receipt of the written request.

The District shall designate a hearing officer who may be an officer, agent or employee of the District, provided that said hearing officer shall not have participated in any manner in the decision to suspend such service.

At the hearing, the Violator and any representative of the District shall be permitted to appear in person and shall have the right to present evidence and argument and the right to confront and cross-examine any witness. The Violator may be represented by any Person of his or her choice or by legal counsel. The hearing officer may receive and consider any evidence which has probative value and is commonly accepted by reasonable and prudent persons in the conduct of their affairs.

The hearing officer shall determine whether reasonable grounds exist to support the suspension of service. The hearing officer's decision shall be based upon evidence adduced at the hearing. The burden of showing that reasonable grounds exist to support the suspension shall be upon the District. The burden of showing mitigating circumstances shall be upon the Violator.

Subsequent to the hearing, the hearing officer shall make written findings and an order disposing of the matter and shall provide the Violator with a copy of such decision within ten (10) days after the hearing. Said decision may be appealed to the Board.

Section 8.8 Appeal to the Board.

Except as provided in an Industrial Wastewater Discharge Permit in Section 7.9, any Violator may appeal the decision of the hearing officer by filing with the District a written notice of appeal within ten (10) days after the decision has been received. Such notice shall set forth in detail the grounds therefore. In the event of failure to file such written notice of appeal within said ten (10) day period, the decision of the hearing officer shall become final. Service shall be suspended unless the notice of appeal is accompanied by payment of all charges, including arrearage, 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 Board meeting to be held within 30 days of the filing of the notice of appeal.

The hearing officer 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. 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 Violator. In the event that the decision is adverse to the Violator, all administrative remedies shall be deemed to have been exhausted.

#### Section 8.9 Emergency Situations.

If an emergency situation exists which constitutes an imminent threat to the health or safety of Persons or is potentially dangerous to the environment or to the POTW as determined at the sole discretion of the District, the Customer's service may be terminated immediately without notice and such termination of service shall continue for as long as the emergency situation continues to exist. The District may, without notice and without liability to anyone, suspend service when necessary to accomplish repairs, maintenance or corrections.

#### Section 8.10 Penalties Not Exclusive.

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

#### Section 8.11 Customer Complaints.

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

The Customer shall contact the District to register any complaint. The Board will investigate the Customer's complaint and, upon completion of said investigation, shall contact

the Customer and relate all information associated with said complaint within fifteen (15) days. If the investigation yields evidence of actions or conduct contrary to the operations, policies, rules, regulations or other procedures of the District, the Board shall initiate appropriate corrective action and shall within 30 days of receipt of the complaint report such action to the Complainant. In the event the decision is adverse to the Customer, all administrative remedies in connection with the appeal shall be deemed to have been exhausted.

Section 8.12 Billing-Related Complaints.

Any Customer having a billing complaint shall contact the District in person, by phone or by letter. The District will investigate the Customer's concerns and, upon completion of this investigation, shall contact the Customer relating all information associated with said complaint. If an error is discovered during the investigation, the succeeding bill shall reflect all adjustments. The Customer may appeal any decision as set forth in Section 8.8.

## ARTICLE IX

### FEES AND CHARGES

#### Section 9.1 Establishment of Rates and Charges.

Rates and charges to be collected and the terms, provisions and conditions to be effective with respect to rates and charges for water and sanitary sewer service provided by the District to Customers of the District shall be as fixed and established by the Board from time to time. This provision is in addition to and not by way of derogation of any other remedies or procedures available to the District pursuant to any law or regulation or by any of the provisions of these Rules and Regulations.

#### Section 9.2 Unpaid Charges a Lien.

The Owner shall be primarily responsible for the payment of all charges arising out of or in connection with the use of water at his/her/its premises or under any permission granted by the District for such premises. Such charges shall constitute a perpetual and continuing lien upon such property until such charges shall have been paid in full, and at the discretion of the District, the District may turn off water service to any property or premises against which any charge or lien remains unpaid.

#### Section 9.3 Joint Liability.

The District shall have the right to assess to any Customer or Owner who is delinquent in payment of his or her account all legal, court, administrative and other costs necessary to or incidental to the collection of said account, and said costs of collection shall be secured by the perpetual lien referenced above. The Customer and Owner are hereby declared to be equally liable for charges of the District. Any agreements entered into between Customers, Owners and any other parties with regard to responsibility for payment of rates, tolls, fees, charges and penalties of the District shall be of no force and effect upon the District and the District may collect its rates, tolls, fees, charges and penalties from any party responsible for their payment.

#### Section 9.4 Change of Rates and Charges.

The Board reserves the right to change the schedule of water and sanitary sewer service rates and charges and other fees at any time.

#### Section 9.5 Tap Fees.

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

Section 9.6 Water Meter Fee.

A water meter fee shall be collected at the time of tap purchase. The amount of the Water Meter Fee shall be set by the Board from time to time and shall include the cost of the meter, the cost of setting the meter, construction water and administrative costs.

Section 9.7 Plan Check Fee.

A Plan Check Fee shall be collected with the submittal of plans. The Customer shall be responsible for costs of the District that exceed the plan check fee.

Section 9.8 Field Observation/Inspection Fees.

Observation for approval, for release and for use of the Water and Sanitary Sewer Facilities are performed by the District. The Customer shall be required to pay an observation fee prior to the plans being released for construction. The Customer shall be responsible for costs of the District that exceed the observation fee.

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

Section 9.9 Hydrant Permit Fee.

Temporary construction water may be obtained pursuant to Section 5.6 for use within the District by submitting the appropriate deposit to the District and paying the fees required by the District. Service shall be metered at locations selected by the District. The applicant shall pay a monthly administrative fee, plus charges for all water used at the District's current rates.

Section 9.10 Disconnection and Reinstatement Charge.

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

Section 9.11 Temporary Service Connections.

A temporary service connection may be installed for use over a period of time not exceeding twelve (12) months. For each such connection, an application must be submitted and approved by the District and a temporary service connection permit charge shall be paid. Renewal of the annual permit may be granted by the District upon showing of good cause. All use of District water shall be through a water meter provided by the District, subject to payment of a refundable water meter damage deposit, as established by the Board.

Section 9.12 Fire Sprinkler Systems.

Internal fire sprinkler systems shall be owned, operated and maintained by the Customer. These systems shall not be metered, but shall incur costs annually as determined by the Board.

Section 9.13 Special Situations.

Wherever an installation is required to accommodate a special or unusual situation which is not covered by the schedule of charges established from time to time by the Board, the Board shall establish a charge for such an installation. Charges in such situations shall be determined by weighing the following factors:

- A. The established charges of the District.
- B. Charges imposed by the District for similar installation, if any.
- C. The cost to the District (including reasonable administration costs) in providing the requested service.

Section 9.14 Security Deposit.

The District may require a deposit by a Customer if deemed necessary by reason of estimated future water billings or if there is experience of delinquency in the payment of rates, fees or charges. Such amount shall be not less than the estimated cost of water and sewer service for a two (2) month period or such other amount as determined by the District, subject to appeal pursuant to Section 8.8. Deposits may be returned after one (1) year at the request of the Customer, providing that all bills rendered during the preceding 12-month period have been paid within 30 days of presentation. Otherwise, the deposit will be returned on termination of service and payment of the final utility bill.

Section 9.15 Billing.

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

Section 9.16 Metering.

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

Section 9.17 Meter Reading.

Meter readers shall have the right to enter public and private property for the purpose of meter reading. All meters shall be free and accessible for said purpose of meter reading.

Section 9.18 Payment for Service.

Bills for water and/or sewer service shall be payable upon receipt of the statement and delinquent on the delinquent date as described in Section 8.4.

Section 9.19 Returned Check Fee.



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

Section 9.20 Unmetered Service Fee.

The District shall have the right to assess a fee to any Owner, Customer, or Developer who fails to install a water meter at the time of connection of a property. The water service shall be terminated until the meter is installed.

Section 9.21 Unauthorized Water Use.

No District water shall be authorized for use without an approved application for service and meter installation, pursuant to these Rules and Regulations. Any unauthorized use of water supplied by the District shall be subject to a charge as may be established by the Board, plus any costs incurred by the District in discovering and eliminating the unauthorized use.

Section 9.22 Fee for Tampering with District Facilities.

The District may assess a fee, as established by the Board, to be charged to any Person or Owner who tampers with, in any manner, District-owned property, including without limitation, meter pits, meters, yokes, meter pit lids, stop boxes, remotes, fire hydrants and other District-owned property.

Section 9.23 Industrial Surcharge Fee.

The District may assess a fee, as established by the Board, to be charged to any SIU to cover the cost of treating wastewater with higher oxygen demand or solids loadings than those found in typical domestic wastewater.

**Exhibit A**  
**(Referenced from § 4.4(P))**

**NORTHERN DOUGLAS COUNTY WATER AND SANITATION DISTRICT  
DEVELOPER CHARGES DEPOSIT AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Northern Douglas County Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), whose address is c/o CliftonLarsonAllen, LLP, 8390 E. Crescent Parkway, Suite 600, Greenwood Village, CO 80111, and \_\_\_\_\_ (the “Developer”), whose address is \_\_\_\_\_.

Developer represents that it is the owner of real property described as:

Insert legal description or attach Exhibit A

also known as \_\_\_\_\_ (the “Property”), and located within the boundaries of the District.

Developer desires to receive water and/or sewer service from the District for the Property.

Developer intends to construct \_\_\_\_\_ (the “Project”) on the Property, including the installation of certain water and/or sewer facilities which will be conveyed to the District for maintenance and operation (the “Facilities”).

In connection with the construction of the Project, the District will be performing various activities, including planning, construction observation, and inspection related to the installation of the Facilities, prior to their acceptance by the District.

The Developer and the District desire to enter into this Agreement regarding the provision of funds for the District charges for the Project.

For and in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

1. Developer Charges. As a condition to receipt of water and sewer services from the District for the Project, it is acknowledged that the Developer will incur District charges for the Project including plan review, construction observation, legal and administrative fees, and

easement/right-of-way review and conveyance, pursuant to the District's Rules and Regulations, and as necessary to serve the Property ("Developer Charges").

2. Deposit Funds. Developer agrees to deposit with the District the sum of Ten Thousand Dollars (\$10,000) to pay for Developer Charges (the "Deposit Funds"). The receipt of the Deposit Funds shall be a condition of acceptance of Developer's application for service connection.

3. Segregated Funds. The District shall place the Deposit Funds into the District's bank account, and shall separately account for the Deposit Funds. The District shall be entitled to draw on the Deposit Funds to pay for accrued Developer Charges for the Project. The District shall not use the Project Costs for any reason other than for payment for the Project.

4. Accounting of the Developer Charges. The District shall provide Developer with an accounting of the Deposit Funds on a monthly basis. Upon completion of the Project, the final Developer Charges shall be certified by the District and delivered to the Developer. Any overage in Developer Charges in excess of the Deposit Funds shall be refunded by the District to the Developer. Any deficiency in the Deposit Funds shall be made up by the Developer upon written demand by the District. At its discretion, the District may request the Developer to supplement the Deposit Funds with additional amounts prior to completion of the Project.

5. District's Remedies for Failure to Pay. In the event of the Developer's failure to pay pursuant to this Agreement, the District may exercise all remedies it may have in equity or at law, including the termination of service to the Property. All sums owed, including costs of collection, will constitute a delinquent charge secured by a perpetual lien under § 32-1-1001(1)(j), C.R.S. The Developer shall be liable for all costs of enforcing the District's remedies.

6. Centennial Water & Sanitation District. Any portion of the Property which lies within the Service Area as defined in the Extended Service Area agreement between the District and Centennial Water and Sanitation District ("CWSD"), shall be subject to the applicable policies, rules, regulations, and specifications of CWSD, including fees and charges, in addition to those of Northern Douglas County Water and Sanitation District.

7. Liability/Final Acceptance. Until final acceptance of the Facilities, all responsibility and liability for the Water and Sewer Facilities lies with the Developer.

8. Assignment. No party to this Agreement shall assign its rights or obligations hereunder without the prior written consent of the nonassigning party.

9. Amendment/Modification. Except as otherwise provided herein, any amendments or modifications to this Agreement must be reduced to writing and executed by the parties to be valid and binding.

10. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of all parties hereto.

11. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement.

12. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

13. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. By signature of its representatives below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DEVELOPER:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DISTRICT:**

NORTHERN DOUGLAS COUNTY  
WATER AND SANITATION DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary