

**ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY**

RULES

&

REGULATIONS

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Section One

1. **GENERAL INFORMATION**

1.1 **Authority:**

These Rules and Regulations are adopted in accordance with the authority conferred in Article II of the Establishing Contract for the Arapahoe County Water and Wastewater Authority, by the Arapahoe County Water and Wastewater Authority Board of Directors, a political subdivision of the State of Colorado and a quasi-municipal corporation with all the powers thereof which are specifically granted to the Authority, or are necessary or incidental to or implied from powers specifically granted by statute, constitution or other law, for carrying out the objectives and purposes of the Authority.

1.2 **Policy:** It is hereby declared that the following Rules and Regulations will serve a public purpose and will promote the health, safety, and general welfare of the inhabitants and visitors of the Arapahoe County Water and Wastewater Authority.

1.3 **Purpose:** The purpose of these Rules and Regulations is to provide for the control, management and operation of the water and sewer systems of the Arapahoe County Water and Wastewater Authority, including additions, extensions and connections thereto, and to provide for the administration and enforcement of such standards. All service by the Authority will be available in accordance with these Rules and Regulations and the charges established therefore, and subject to all penalties and charges for violation thereof, or any statutes applicable to the Authority, subject to availability and capacity of facilities.

1.4 **Scope:** These Rules and Regulations shall be considered a comprehensive set of Rules and Regulations governing certain aspects of the control, management and operation of the Arapahoe County Water and Wastewater Authority. It should be noted, however, that not every conceivable aspect of the control, management and operation of the Authority and its systems is covered in these Rules and Regulations, and the Board of Directors of the Authority reserves the right to make rulings concerning matters not covered herein as and when appropriate, in the opinion of the Board. In addition, these Rules and Regulations are not intended to supersede or contravene specific terms or conditions of any agreement, contract, or other document previously entered into between the Authority and a party.

1.5 **Development According to Arapahoe County Water and Wastewater Authority Master Plans:** All commercial and residential development within the Authority is generally subject to the guidelines presented in the Nonpotable Water System Master Plan, the Potable Water System Master Plan, the Wastewater Utility Master Plan, and the Stormwater Management Study as updated from time to time.

1.6 **Regulations By Other Governmental Entities:** Any limitation, restriction, or prohibition validly placed upon the Authority by any governmental entity or by any

agreement between the Authority and any other governmental entity is hereby incorporated into these Rules and Regulations by this reference and shall constitute a limitation, restriction and/or prohibition on each customer of the Authority.

- 1.7 **Effective Date:** These Rules and Regulations shall be effective immediately upon adoption by a majority of the Authority's Board of Directors at a public meeting.
- 1.8 **Construction:** It is the intent of the Board that these Rules and Regulations shall be liberally construed to effect the general purposes and policies set forth herein. Nothing set forth herein shall be construed as an alteration, waiver or deviation from any grant of power, or any limitation or restriction thereof, conferred or imposed upon the Authority by the statutes, constitutional provisions, or other laws of Colorado as they currently exist and as they may exist in the future.
- 1.9 **Amendments:** These Rules and Regulations may be amended from time to time by the Board in the same manner as the original Rules and Regulations herein were adopted as provided in Section 1.6 herein.
- 1.10 **Saving Provision:** The enactment of these Rules and Regulation, any amendment thereof, or the repeal of any prior existing Rules and Regulations or Resolutions shall not deny or limit any right, action, cause of action, penalty charge or fee which arose under such provision.
- 1.11 **Repeal Of Conflicting Resolutions:** All resolutions or parts of resolutions in conflict herewith are hereby repealed, except as may be as expressly provided herein.
- 1.12 **Severability:** The invalidity of any section, clause, sentence, or provision of these Rules and Regulations shall not affect the validity of any other part of these Rules and Regulations which can be given effect without such invalid part or parts, and to this end the provisions of these Rules and Regulations are hereby declared to be severable.
- 1.13 **Variances:** The Authority reserves the right to waive or modify the provisions of these Rules and Regulations at its sole discretion. Any person seeking a variance of a provision of the Rules and Regulations shall have the burden of proving that the operation of such a provision would cause undue hardship, or should not be applied to the person for another justifiable reason, and such variance shall not endanger the health, safety and welfare of the residents and inhabitants of the Authority. The Board's decision to grant or to deny the variance shall be final and conclusive.

Section Two

2. **DEFINITIONS:** Unless the context requires otherwise, the meaning of terms used herein shall be as follows:

2.1 **Cost Or Costs:** All costs associated with the new construction, reconstruction, enlargement or dedication of any water or sewer system, including, but not limited to, all costs of associated planning, engineering, inspection, administration, acquisition of facilities, rights-of-ways or water rights, attorney fees and other fees which are necessary to provide new, different or additional service within the Authority's service area or proposed service area.

2.2 **Board Or Board Of Directors:** The duly appointed Board of Directors of the Arapahoe County Water and Wastewater Authority, which acts as the governing body of the Authority.

2.3 **Building:** Shall mean any structure used or intended for supporting or sheltering any use or occupancy.

2.4 **Building Drain:** That part of the lowest horizontal piping of a building drainage system from the stack or horizontal branch, exclusive of storm sewer, extending to a point not less than five feet (5') outside of the building wall.

2.5 **Connection:** The connection of water and/or sewer service lines to Authority lines for either a permanent or temporary purpose.

2.6 **Contractor:** Shall mean any person, corporation, or other entity acting as an independent contractor, authorized by the Authority to perform work or furnish materials within the Authority, and hired by either the Authority or other persons or entities.

2.7 **Customer:** Shall mean any person, company, corporation, public entity or authority, as defined herein, developer, property owner, lessee, tenant or occupant of such property owner, who is supplied with service by the Authority or authorized to use water or connect to the public water or sewer under a permit issued by the Board of Directors.

2.8 **Deleterious Wastes:** Any wastes contained in special sewage that would be harmful to the Authority's sewer mains or to the sewage treatment works, or which, without pretreatment, would violate federal, state or local pretreatment standards. See Appendix D for more details.

2.9 **Developer:** Any person who owns land and is subdividing the land for resale and seeks to have the land served by the Authority.

2.10 **Authority Attorney:** Person appointed by the Authority to act on its behalf in legal

proceedings and offer legal opinions.

- 2.11 **Authority Engineer:** Person or firm that is appointed by the Board and employed or contracted to do engineering work for the Authority.
- 2.12 **Authority Representative:** Authority Manager, or other authorized person conducting Authority business.
- 2.13 **Authority:** The Arapahoe County Water and Wastewater Authority.
- 2.14 **EQR:** The measure of the level of service necessary to serve a single family dwelling (equivalent residential unit), as described in more detail in Appendix A.
- 2.15 **District:** The Arapahoe Water and Sanitation District.
- 2.16 **Industrial Wastes:** The liquid wastes from industrial processes, trade, or business, as distinct from sanitary sewage.
- 2.17 **Licensed Plumber Or Pipe Layer:** A person who has been bonded and provided a license to perform such work by the County of Douglas, State of Colorado.
- 2.18 **Manager Or Authority Manager:** The person retained by the Board to administer and supervise the affairs of the Authority and its employees, including enforcement of the Authority's Rules and Regulations.
- 2.19 **May:** is permissive.
- 2.20 **Permit:** Written permission of the Board of Directors given pursuant to these Rules and Regulations, subject to the specific terms and conditions contained therein.
- 2.21 **Person:** Shall refer either to the singular or plural and shall include an individual, firm, partnership or corporation.
- 2.22 **Pre-Treatment Facilities:** Structures, devices, equipment or processes for the purpose of reducing or removing the deleterious wastes or altering the nature of the deleterious wastes in special sewage prior to discharging such sewage into the Authority's sewer system.
- 2.23 **Proposed Customer:** Any person whose property is capable of being served by Authority facilities or who has applied for a tap permit, connection permit, main line extension permit, or inclusion and who has not yet received the service which is the object of the permit application, regardless of whether such person or governmental authority or agency is already receiving other service from the Authority and regardless of whether the person is a property owner, developer, subdivider or potential user.

- 2.24 Sampling:** The periodic collection of water or sewage samples for testing.
- 2.25 Sewage:** A combination of liquid wastes originating from any residential, commercial, or industrial buildings or other establishments, which may include household wastes, human excreta, animal or vegetable matter, organic or inorganic material in suspension or solution, and other solids in suspension or solution.
- 2.26 Sewer Main:** Any pipe, system of piping and appurtenances used as a conduit for sewage in the Authority's sewer system and owned by the Authority. Unless otherwise designated by the Board, a main shall be any line eight inches (8") or more in diameter.
- 2.27 Sewer Service Line:** Any pipe, system of piping and appurtenances used as a conduit for sewage from a customer's facility where sewer service is provided, to the sewer main.
- 2.28 Sewer System:** All structures, facilities equipment and processes used for collecting, pumping, treating, and disposition of sewage.
- 2.29 Sewage Treatment Works:** Those devices, facilities, structures or locations to which sewage is conveyed by sewer mains by the Authority for the purpose of treatment.
- 2.30 Shall:** is mandatory.
- 2.31 Stub-In:** In the context of water service lines, the curb stop; in the context of sewer service lines, the point where 4-inch PVC lines are brought to within 100 feet of the property line.
- 2.32 Superintendent Or Authority Superintendent:** The person employed by the Board, or, in his absence, his duly authorized deputy, who shall supervise operation and maintenance of Authority facilities, and who may, among other things, operate, inspect and approve all connections, excavations, and installations, systems and facilities.
- 2.33 Testing:** In the context of water or sewage, the analysis of samples for composition, and other characteristics; in the context of construction or connection of water or sewer system facilities, the inspection and trial operation of the construction.
- 2.34 Unit:** A building or portion thereof used for a single family residence, an individual commercial use or which is provided separate service.
- 2.35 Water Mains:** Any pipe, system of piping and appurtenances used as a conduit for water in the Authority's water system and owned by the Authority. Unless otherwise designated by the Board, a main shall be any line four inches (4") or more in diameter.

- 2.36 Water Service Line:** Any pipe, line, or conduit used to provide water service from the main to the facility where the water service is provided to the customer.
- 2.37 Water System:** All facilities and processes for diverting, transporting, distributing, storing, pumping, treating, measuring, etc. the water of the Authority.
- 2.38 Any Other Term:** Not herein defined shall be defined as presented in the "Glossary - Water and Sewage Control Engineering," A.P.H.A., A.W.W.A., A.S.C.E., and F.W.S.A., latest editions.

Section Three

3. OPERATING PRINCIPLES AND LIMITATIONS

3.1 Policy: The Authority is responsible for providing water and sewer services in an economical manner within the Authority, and providing for the operation, maintenance, repair and replacement of all mains, hydrants, valves, and facilities owned by the Authority, in accordance with these Rules and Regulations. The right to any use of the Authority's water or sewage system is only by permission of the Authority. The Authority reserves full right to determine all matters related to the control and use of its water and sewage system. The right to use of the Authority's water and sewer systems shall be subject to suspension or revocation as set forth herein.

3.2 Water and Sewer System Construction Costs: Notwithstanding any other provision of these Rules and Regulations to the contrary, all cost of new construction, reconstruction or enlargement of any water or sewer system facilities, including all associated planning, engineering, administration and attorney's fees, which are necessary to provide new, different or additional water or sewer service within the Authority's service area (including but not limited to service lines, main lines and water or sewage treatment works), shall be paid by the owner(s), or customer(s), of the property or building to be serviced. The Authority shall not pay for any costs associated in any way with the provision of any new, different, or additional service after the effective date of these revised Rules and Regulations. The provisions of this section apply regardless of whether the Authority or some other person contracts for, or initially pays for, such construction, reconstruction or enlargement, or such service is requested by the customer, or compelled by the Authority. The Authority Board may act other than as required in this section when it determines, in its sole discretion, that such action is necessary to provide for the health, safety and welfare of the inhabitants and visitors of the Authority.

3.3 Liability:

3.3.1 Authority Not Liable: No claim for damage shall be made against the Authority, and the Authority and its officials and employees shall not be liable by reason of damage resulting from any of the following: breaking of any service or supply line, pipe, cock, or meter by any employee of the Authority; failure of the water supply; shutting off or turning on water in the water mains; the making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst service pipes or other facilities not owned by the Authority; damage to water heaters, boilers, or other appliances resulting from shutting water off, or for turning it on, or from inadequate, sporadic, and excessive pressures; blockage in the system causing the backup of effluent; damage caused by "smoking" of lines to determine drainage connections to Authority lines; breakage of main lines by Authority personnel; interruption of water or sewer service and the

conditions resulting therefrom where said interruption of service is brought about by request of claimant, or by circumstances beyond the Authority's control; failure of any facilities to be located where the Authority's map indicates they should be; the shutting off of a sewer lift station and possible backflow resulting therefrom; failure to obtain access to isolation valve; or for doing anything to the water and sewer system of the Authority deemed necessary by the Board of Directors or its agents. This paragraph shall not relieve the Authority from liability for negligence of its employees, if such liability would otherwise have existed; however, the foregoing shall not constitute a waiver by the Authority of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the Authority, its officials or employees, nor a waiver of its insurance coverage.

These Rules and Regulations shall not be construed to hold the Authority in any manner responsible for any damages to persons or property resulting from any inspection as herein authorized or resulting from any failure to so inspect, or resulting from the issuance or denial of any permit as herein provided, or resulting from the institution of court action as allowed by law, or the forbearance by the Authority to so proceed.

3.3.2 Officials Not Liable: Any Authority official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the Authority in the discharge of his official duties, shall not thereby render himself personally liable for any damages which may accrue to persons or property resulting from any such act or omission committed in the discharge of such duties. Any suit or proceeding instituted against such official or employee, stemming from any act or omission performed by him in the enforcement or attempted enforcement of any provision of these Rules and Regulations, shall be defended, indemnified and held harmless by the Authority until final termination of the proceedings. This section shall be construed in such a manner as to be consistent with the Authority's resolution indemnifying such officials and employees.

3.3.3 Nonliability For Work Of Others: The Authority does not assume any liability for any work performed by others. No claim shall be made against the Authority or any of its officers or employees on account of errors of omission or commission made by the Authority's licensees.

3.3.4 Indemnity: The owner(s) shall indemnify the Authority from any loss or damage that may directly or indirectly be occasioned by the installation of the service line and shall obtain any guarantee required by Section 9.10.2.

3.3.5 Construction: This section 3.3 shall be construed in such a manner as to be consistent with any Authority resolution then in effect indemnifying such officials and employees.

3.4 Authority Ownership And Maintenance: Except as otherwise provided in these Rules and Regulations, all existing and future water and/or sewer system facilities connected with and forming an integral part of the Authority's water and sewage system shall become and are the property of the Authority. The Authority shall be responsible for maintenance, repair and reconstruction of such property, including water or sewer mains, at its cost, unless the situation necessitating such repair or reconstruction is the result of a change or enlargement of use, abnormal use or damage to such facilities, in which case such repair or reconstruction will be done at the expense of the person responsible for such abnormal use or damage. Said ownership will remain valid regardless of whether such property is constructed, financed, or paid for by other persons or otherwise acquired by the Authority. No other persons, except those authorized by the Authority, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the Authority's facilities.

3.5 Ownership And Maintenance Of Water And Sewer Service Lines: That portion of any water service lines extending from the curb stop to each building or unit, and the sewer service lines are the property and maintenance responsibility of the customer. That portion of the water service line from the water main to the curbstop is the property of the Authority. Leaks, stoppages or breaks in such portions of such service lines shall be repaired by the property owner within a reasonable period of time after discovery or notification of such condition by the Authority. If satisfactory progress toward repairing the said leak, stoppage or break has not been accomplished within such time period, the Authority Representative shall shut off the water service until the leaks, stoppage or breaks have been repaired. The Authority reserves the right to make the repair at the expense of the customer when, in the opinion of the Authority Representative, such repair is necessary to protect the health, safety and welfare of the inhabitants and visitors of the Authority. Said ownership shall remain valid whether the service lines are constructed, financed, paid for, or otherwise acquired by the Authority or by other persons.

3.6 Defective Meters: It shall be the duty of all customers to notify the Authority office immediately if a meter is operating defectively. The Authority shall be responsible for the maintenance, repair or replacement of all meters, unless the meter is intentionally damaged.

If any water service meter shall fail to register in any period because the customer has failed to notify the Authority, the customer shall be charged the average period consumption during the two preceding periods as shown by the meter when in order.

3.7 Service Outside The Authority: At the present time, service outside the Authority is available only by contract according to the discretion of the Authority's Board. The Board may impose an extraterritorial service fee as a condition of service to any property not within the District.

- 3.8 Water Service Policy:** All existing or future customers which receive water or sewer service from the Authority are required to convey and dedicate all tributary, nontributary, not nontributary, or Denver Basin water rights and groundwater rights, underlying their property within the Authority, or the consent to withdraw and use such water, to the Authority as a condition of receiving such service.
- 3.9 Ownership and Right to the Use of Water:** The Authority retains all property rights associated with any water provided to customers and buildings, including the right to reuse, make a successions of uses, or to use such water to the point of its complete or absolute consumption.

Section Four

4. USE OF PUBLIC WATER AND SEWER SYSTEMS REQUIRED

- 4.1 Unlawful To Deposit Waste In Unsanitary Manner:** It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the Authority, any human excrement, garbage, or other objectionable waste.
- 4.2 Sewage Must Be Treated:** It is unlawful to discharge to any natural outlet or surface or subsurface system within the Authority, any sewage or other polluted waters, except when suitable treatment has been provided for in accordance with these Rules and Regulations.
- 4.3 Sumps And Water Wells Prohibited:** Unless otherwise approved by the Board, after the effective date of these revised rules, the construction of any water well or sump within the Authority is prohibited. Upon connection of premises to the Authority's public water and sewer system, the owner shall dedicate and convey any existing water rights and related structures appurtenant to the subject property to the Authority at no cost.
- 4.4 Use Of Authority Water And Sewer Systems Required:** No water system or sewage disposal system shall be constructed within the Authority, unless such system is connected with the Authority's sewer or water systems, unless otherwise specifically authorized by the Board. The owner(s) of any parcel of land within the boundaries of the Authority which is subdivided subsequent to the effective date hereof, shall make application to the Authority for extension of its water and sewer facilities to serve said subdivision. The Authority shall require said owner(s) to construct or pay for the construction of the extension or enlargement of all facilities necessary to serve said subdivision. If the Authority elects to extend such service, the Authority and the property owner(s) shall enter into a service agreement therefor.
- 4.5 Authority's Power To Compel Connection:** Unless otherwise agreed to by the Board, the owner(s) of all buildings, businesses or other premises situated within the Authority where a water supply shall be used or domestic or industrial wastes or sewage are generated, stored, or treated shall be required at the owner(s) expense to install suitable water and sewer facilities therein and to make application for and to connect such facilities directly with the Authority's public water and sewer system for the protection of the health, safety and welfare of the inhabitants and visitors of the Authority in accordance with the provisions of these Rules and Regulations, within 20 days after written notice is sent by registered mail to do so, provided that the public water or sewer main is within 400 feet of the owner's property line.

If such connection is not commenced within such period and completed with reasonable diligence by the owner, the Authority may thereupon make such

connection, and the owner shall be liable for all expenses incurred by the Authority for the completion of the connection, including any unpaid tap fees. The Authority shall also have a first and prior lien on the premises for such costs and fees, and such lien shall be enforceable in accordance with the provisions of section 32-1-1006(1)(a), C.R.S.

If an owner's service line must cross another person's property in order to connect to the Authority's water or sewer system at the point designated by the Authority, and the owner is unable to obtain the easement(s) required for such service line, the Authority may in its discretion initiate proceedings to acquire such easement(s). All costs incurred by the Authority in the prosecution of such proceedings, including without limitation, the amount determined to be payable as just compensation, attorney and legal fees, engineering and survey fees, appraisal fees and expert witness fees, shall be paid by the owner of the premises to be connected. The amount required to be deposited with the court in order for the Authority to obtain possession of the property included within the easement(s) shall be paid at that time by the owner of the premises to be connected. The Authority shall have a first and prior lien on the premises to be connected and the land on which they are located for all such costs, and such lien shall be enforceable in accordance with the provisions of section 32-1-1006(1)(a), C.R.S.

Section Five

5. APPLICATION FOR SERVICE

- 5.1 Policy:** Service shall be furnished only to persons whose property is included within the District, and subject to these Rules and Regulations and taxation, unless otherwise agreed to by the Board in its sole discretion. It shall be incumbent upon an applicant for service to furnish satisfactory evidence of inclusion whenever such evidence is requested by the Authority. Any property included within the District or to be provided service must provide to the Authority all finances, facilities and service required by such property, and must pay for the use of all existing and future improvements, facilities, water and sewer rights and system. Any person or entity seeking inclusion or development of property within the Authority shall comply with the terms of this section, and may be required to enter into a Tap Purchase Agreement.
- 5.2 Sufficient Water Rights And Facilities Required:** No new property shall be included, nor additional new service be provided within the District, unless the owner and developer of said property or subdivision shall comply with the Water Service Policy (Section 3.8) and shall also furnish sufficient additional adjudicated water rights and associated facilities to the Authority in an amount and of a quality adequate, in the judgment of the Authority's Board, to serve said property or subdivision (present policy requiring 2.7 acre-feet of water for each acre to be included); or, at the discretion of the Board, monetary compensation adequate, in the judgment of the Board, to purchase or compensate for sufficient additional water rights and water facilities to provide such service. The owners of said property shall convey these rights or monies to the Authority free and clear of all liens and encumbrances prior to inclusion of the property into the District or furnishing of service to the property, whichever the case may be. The matters of sufficiency of water rights to serve the subject property and/or monetary compensation shall be determined by the Authority's Board after taking into consideration the recommendations of the Authority's attorneys and engineering consultants. In no event shall the Authority be obligated to reimburse the applicant for funds expended by the applicant for any such water rights and water facilities.
- 5.3 Application For Tap Permit:** A proposed customer seeking service within the Authority, shall, as provided for in Section 9.4, submit an Application for Water and Sewer Tap Permit, on the Authority's standard form, accompanied by the appropriate tap fee from the Fee Schedule attached hereto and designated Appendix A to the Authority for the Authority Board's consideration.
- 5.4 Connection Permit:** A proposed customer seeking service within the Authority, shall, as provided for in Section 9.7, make separate application for a connection permit, accompanied by the applicable fees, prior to connection to the Authority's lines. No work on a proposed connection shall commence prior to payment of all fees and the issuance of a connection permit. Payment of a tap fee and issuance of a

tap permit does not constitute a connection permit.

- 5.5 Limitations Of Tap Permits And Connection Permits:** The tap and connection permits issued to an applicant are applicable only to the real property and building(s) or portion thereof specified on the permit, and all rights under the permit shall be deemed to be automatically conveyed with title to such property. The permit shall not be transferable for use on other property or for use on other buildings on this same property; except that transfer of the permit may be approved upon written application, by the Authority in its sole discretion upon payment of a proper transfer fee and a determination that such transfer will not impair the health, safety and welfare of the residents and visitors of the Authority. Each connection or tap permit shall allow only one service line connection. Tap Fees must be paid within 30 days of the application date. Tap fees not paid within 30 days of the application date will be subject to possible tap fee increases in effect at the time of payment. Once tap fees are paid, the applicant will have six months from date of purchase of taps to activate the tap. If the tap is not activated within six months, the tap application shall expire and the applicant will be subject to any possible tap fee increases in effect at that time the application is renewed. However, the applicant may provide to the Authority representative a building permit dated not later than six months from the date of tap purchase. If a valid building permit is submitted, the applicant will have an additional six months, or until twelve months from date of tap purchase, to activate the tap. In the event connection to the Authority's system for a water and/or sewer tap is not activated within six months of tap purchase or, if a valid building permit is supplied, twelve months from tap purchase, the tap application shall expire and the application will be subject to possible tap fee increases in effect at the time the application is renewed. A tap is considered activated at the time the water meter installation is completed and inspection and acceptance of the installation has been made by the Authority.
- 5.6 Main Line Extension Permits:** A proposed customer seeking service requiring the construction or extension of a water or sewer main line shall, as provided for in Section 9.8, submit a separate application for a main line extension permit, accompanied by the appropriate fees, prior to any construction of the main line or any service lines to be connected thereto. Payment of a tap fee and issuance of a tap permit and issuance of a connection permit does not constitute a main line extension permit. No work on a proposed extension shall commence prior to payment of all fees and the issuance of a main line extension permit.
- 5.7 Road Cuts:** Issuance of a connection permit or any other Authority permit does not authorize the holder thereof to make any cut in a public road or street or to do any thing for which separate permission is required of another governmental entity.
- 5.8 Permits Subject To Rules And Regulations:** Each tap and connection permit and inclusion or other agreement issued or entered into by the Authority shall be subject to each of the provisions of these Rules and Regulations as amended from time to time and shall be subject to each of the conditions and limitations set forth herein.

- 5.9 Denial Of Application For Service:** The Authority's Board retains, in the Board's sole discretion and judgment at a public meeting, the right to deny an application for a tap permit, temporary, irrigation, or otherwise, when the granting of the application would not be in the best interests of the Authority or its residents and property owners. The factors that the Authority's Board may consider, not by way of limitation, include: whether sufficient water rights and water facilities are available and will be available in the future to serve the development or construction proposed for the property; the impact of the proposed service on the Authority's existing water and sewer service treatment, transmission, and storage facilities; the economic effect that the approval of the application would have on the Authority and its residents and property owners; all public comments; whether the granting of the application would adversely affect the public health, welfare and safety of the Authority's residents and property owners; and other factors related to the request to provide such service. There may be factors and aspects of an application which are unique to that application and are not recited above, and the Authority's Board retains the right to consider all factors related to an application and make a decision based thereon.
- 5.10 Cancellation Of Permits And Refund Of Fees:** The Authority reserves the right, in its sole discretion, for cost-related, lack of capacity, or other reasons, to cancel any permit, including tap, connection, or main line extension permits, at any time prior to connection to the Authority's water or sewer system.
- 5.11 Inclusion:** A person or entity owning or having an interest in land outside of the boundaries of the District desiring service shall include in the petition for inclusion all of the land in which applicant is the owner or has a beneficial interest in that is contiguous to the parcel upon which service is desired within the District, unless the District and Authority allow otherwise.

The District's and Authority's policy concerning inclusions into the District is that any property brought into the District must provide to the Authority all finances, facilities and service required for such property, and must pay for the use of all existing and future improvements, facilities, water and sewer rights and systems. The property must come complete with sufficient water rights and water facilities which are, in the judgment of the Authority, adequate to serve the anticipated development of the property, or provide funds adequate to purchase or compensate for such rights; all water and sewer facilities to be constructed by the Authority in order to serve the property must be financed solely by the developer and owner of the property, and payment of tap fees and any other necessary charges shall be made for the use of existing Authority facilities and rights. The District and Authority will not require its existing residents to subsidize the development of any newly included property.

- 5.11.1 Inclusion Petition:** Two copies of the inclusion petition shall be submitted, together with a petition fee in the amount of an initial deposit of \$7,000, which shall be credited towards the costs of inclusion to be paid hereunder.

The inclusion petition shall contain the following information:

- A. A legal description of the property to be included, setting forth the total acreage, together with proof of title.
- B. A survey of the property, with plan view of a scale on one inch equaling 200 feet, showing its location with respect to the District's existing boundaries.
- C. The existing zoning for the property together with any proposed changes, including all documents submitted to the county or applicable municipality pertaining to such re-zoning request.
- D. A description of the proposed uses of the property, including:
 - 1. The proposed total population for the property, including a breakdown into types of uses such as single family residences, condominiums, commercial development, recreational uses, etc.
 - 2. The proposed maximum population density for each area of the property, including the number of acres to be used for various types of uses, together with an indication of lot sizes, irrigated acreage, and water and sewer requirements, and any limitations proposed on water usage.
 - 3. The number of acres to be dedicated to open space, green belts, and parks and the anticipated location of each such area, a description of the proposed ground cover and the irrigation water requirements for each such area.
 - 4. Detailed engineering plans on how the developer or proposed customer proposes that water and sewer service be provided, including cost estimates of all facilities.
 - 5. Any other pertinent facts that will assist the Authority in considering the request for inclusion.
- E. The proposed development schedule.
- F. A complete description of all water rights associated with or acquired for the property, including proof of ownership, copies of all court decrees and well permits, etc.
- G. Upon request by the Authority, a full financial statement and balance sheet of the owner, developer or proposed customer, and an

ownership and encumbrance report for the property.

5.11.2 Petition Evaluation Reimbursement: The petitioner for inclusion shall be responsible to the Authority for all costs, including engineering and attorney and legal fees and expenses, incurred on behalf of the Authority in evaluating the petition, together with 100% of any amounts paid by the Authority to any other governmental entity which is required to review the proposal. The Authority may require additional deposits over and above that required by Section 5.11.1 if the amount will exceed the original deposit. These costs shall be assessed regardless of whether a petition for inclusion of the property into the District is finally granted.

5.11.3 Hearing On Petition For Inclusion: The District's Board of Directors shall conduct a hearing as provided by the Colorado statutes on whether the petition for inclusion should be granted or denied, in whole or in part. The District Board shall decide, in its sole discretion and judgment with the consent of the Authority Board, whether the granting of the petition is in the best interests of the District's and Authority's existing residents and property owners. The District Board shall withhold entry of any final order approving inclusion until the developer or proposed customer have entered into an agreement which details the terms and conditions of inclusion and provides for payment of all fees and costs and sufficient security therefore. The District Board's action with Authority Board consent, granting or denying the petition for inclusion shall be final and conclusive.

5.12 Extraterritorial Service: The Board may, at its discretion, furnish service to properties located outside the boundaries of the Authority, pursuant to negotiated contracts. The Authority shall not pay for any construction or operation costs associated with such service.

5.12.1 Charges Set by Board. Charges for furnishing service outside the Authority shall be set by the Board of Directors. Such charges shall include an extraterritorial service fee as determined by the Board to compensate for the fact that the extraterritorially-served property does not pay property taxes for the retirement of District general obligation debt which was incurred for acquiring and adjudicating water rights, and constructing facilities necessary to serve District and Authority customers.

5.12.2 Applicability of Extraterritorial Fees. These Rules and Regulations shall be applicable to all property owners outside the Authority who are furnished service by the Authority.

Section Six

6. SERVICE LINE CONSTRUCTION AND CONNECTION

6.1 Required Permits And Fees: No service line shall be constructed within the Authority nor connected to the Authority's water or sewer system until a connection permit has been issued by the Authority as provided in Section 9.7.

6.2 Separate Service Lines: A separate and independent service line shall be provided for every building, except out buildings, and except as otherwise provided herein, shall be installed at the expense of the property owner.

6.2.1 Commercial Structures: Each commercial structure hereafter constructed shall have an individual service line and connection for each commercial unit in the commercial structure or if not divided into units then it shall have a separate service line and connection for each building.

6.2.2 Interior Lots: A single service line may be allowed by Board action where one building stands at the rear of another on an interior lot and no separate service line is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. The service line from the front building may be extended to the rear building and the whole considered as one service line, but the Authority does not assume any obligation or responsibility for damage caused by or resulting from any such single connection. The owner of the interior lot is responsible for obtaining the necessary permission or easement in order to connect to the service line located on the exterior lot.

6.3 Meter Setting: The Authority shall provide the appropriate water meter at the building owner's expense. Installation of appropriate size water meters shall be under the direct supervision of the Authority Superintendent, or his designee.

6.4 Existing Utility Stub Abandonment and/or Downsizing

6.4.1 Potable Water: All existing potable water stubs that will not be used for final lot development must be removed from the main at the time of development. If at the time of development, there are restrictions such that the existing stub cannot be removed, the owner must deposit \$10,000 by check, cash, or letter of credit (LOC) at the time when the tap permit is issued. If the deposit is paid by a letter of credit, the LOC must be automatically renewed until ACWWA releases it. There will be a \$100 administration fee to cover the cost of administering and tracking the letter of credit. The deposit will be refunded (or released if a letter of credit) when, after the restrictions are lifted, the lot owner removes the stub at the main and

provides ACWWA with a letter describing the work completed. An ACWWA inspector must be present at the time the stub is removed. The deposit of \$10,000 is based upon removing a stub under a local class road. The deposit for an existing stub under a larger class road will be estimated by ACWWA staff as necessary. The interest gained from the deposit will be nonrefundable and will be used to cover ACWWA's administrative costs associate with this item.

The lot owner may install a meter smaller than the existing stub. If the pre-installed water stub is larger than needed, ACWWA will monitor water usage from such lot to detect unusual fluctuations in water usage. Please see Section 9.20 for charges associated with upsizing the meter without authorization.

- 6.4.2 Non-potable Water:** Any existing non-potable water stub may be abandoned behind the back of curb. To abandon the stub, the stub from the back of curb to the plug must be encased in at least one cubic yard of concrete. The lot developer must pay ACWWA an Abandonment Fee equal to 10% of the tap fee associated with the stub size at the time of development when the tap permit is issued.

The lot owner may install a meter smaller than the existing stub. If the pre-installed water stub is larger than need, ACWWA will monitor water usage from such lot to detect unusual fluctuations in water usage. Please see Section 9.20 for charges associated with upsizing the meter without Authorization.

- 6.4.3 Wastewater:** Any existing sewer stub may be abandoned behind the back of curb. To abandon the stub, the stub from the back of curb to the plug must be encased in at least one cubic yard of concrete. The lot developer must pay ACWWA an Abandonment Fee equal to 10% of the tap fee associated with the stub size at the time of development when the tap permit is issued.

- 6.5 Inspection:** The applicant for the water or sewer service line connection permit shall notify the Authority when the service line is ready for inspection and connection to the public system. The connection and testing shall be made under the supervision of the Authority Representative. The entire length of the trench containing the service line, from the building to the public system, or a main line extension shall not be backfilled until inspection has been made by the Authority Representative; however, the owner will continue to be responsible for any costs, expenses or damages resulting from improper connection or construction.

- 6.6 Design And Construction Specifications:** Service lines shall be installed in accordance with the specifications set forth in Appendix B attached hereto and

incorporated herein by this reference. All contractors, licensed plumbers and others doing work within the Authority shall comply with these requirements.

- 6.7 Contractor Qualifications:** All contractors and subcontractors shall be approved by the Authority Representative prior to commencing work on any water or sewer facilities, mainlines, or service lines within the Authority. Connection shall be made by bonded, licensed plumbers or pipe layers, but plumbing contracted by a licensed master plumber may be performed through journeymen plumbers or apprentices under his direction. The Authority assumes no responsibility for work performed by general or subcontractors or their agents.

Section Seven

7. MAIN LINE EXTENSIONS

7.1 Required Permits And Fees: No main line shall be constructed within the Authority until a main line construction permit has been issued by the Authority as provided by Section 9.8.

7.2 Design And Construction Specifications:

The minimum size sewer line shall be 8 inches in diameter. The minimum water main size shall be 12 inches in diameter unless a written variance is provided by the Authority manager. The size of main required to serve any area shall be determined by the Authority.

All line extensions, including special structures required to insure proper operation of the line extension, shall be designed and constructed according to the Authority specifications, and under the Authority supervision. Said specifications shall comply with the Authority's construction specifications, unless provided otherwise. Prior to the Authority's acceptance of the lines, reproducible as-built drawings shall be provided, or reasonable provision made therefore.

7.3 Location Of Line Extensions And Additions: When possible, line extensions shall be installed in roads or streets which the County, State Highway Department or other public agency has accepted as public right-of-way or in easements granted to the Authority. Where water and sewer mains cannot be installed in a street, private drive or common area, and must be installed in easements between adjacent pieces of property, the lines will terminate at the point determined by the Authority.

7.4 Wellhead Protection: All newly constructed sewer lines, storm sewer lines, petroleum lines or septic tanks may not be constructed within one hundred (100) feet, the horizontal "buffer zone", of any ACWWA well. This separation requirement in accordance with the State of Colorado Department of Public Health and Environment Design Criteria for Potable Water Systems, Section 2.1.9. Water lines located within 100 feet of a well must include bedding cut-off walls at the point of entry into the buffer zone to prevent transport of contaminants through pipe bedding.

7.5 Conveyance Of Title And Easements: Proposed customers who have completed construction of main line extensions shall, before these lines are accepted by the Authority, deed these lines, associated easements and all appurtenances to the Authority free and clear of all liens and encumbrances. Newly constructed water or sewer lines conveyed to the Authority shall be warranted for materials and workmanship for one year from the time of initial conveyance to the time of final acceptance by the Authority. Prior to construction of a main line extension by the Authority, the proposed customer shall plat and grant to the Authority appropriate

easements and rights-of-way necessary to cross land not being subdivided or under the proposed customer's control in which to construct the same. All easements shall be recorded in the Arapahoe County Clerk and Recorder's Office at the proposed customer's expense prior to construction.

- 7.6 Line Extension Construction By The Authority:** All line extensions which are, by the terms and conditions of a line extension permit, to be constructed by the Authority shall be contracted for by the Board with the contractor installing the lines being responsible to the Board. All associated construction costs shall be paid by the Board out of the pre-permit deposit made by the proposed customer. In the event the original deposit is insufficient, the proposed customer shall, upon notification, immediately deposit the balance due with the Authority to complete the work. Upon completion of the work, the final cost shall be certified by the Authority's Engineer and any surplus refunded or deficiency made up by the developer or proposed customer. All daily inspection fees on lines required by any governmental authority shall be paid by the licensed plumber, contractor or others doing work within the Authority.
- 7.7 Line Extension Construction By The Proposed Customer:** All line extensions which are, by terms and conditions of a line extension permit to be constructed by the proposed customer, shall be contracted for by the proposed customer with the contractor installing the lines being responsible to the proposed customer. All associated extension costs not incurred by the Authority shall be paid directly by the proposed customer. Nothing in this section shall be construed to negate the requirements that the proposed customer deposit construction and maintenance bonds with the Authority and that design and construction be under the Authority's supervision. In the event the original pre-permit deposit is insufficient to cover the associated line extension costs incurred by the Authority, the proposed customer shall, upon notification, immediately deposit the balance due with the Authority to complete the work. Upon completion of the work, the final cost to the Authority associated with the line extension shall be certified by the Authority's Manager and any surplus refunded or deficiency made up by the developer or proposed customer.
- 7.8 Inspection:** During construction or extension of main lines, the Authority's Representative shall be notified, prior to back filling, when the main line is ready for inspection and approval. Inspection of construction of main line extensions shall be governed by the provisions of Section 6.3.
- 7.9 Board Discretion Concerning Extensions:** Notwithstanding any provision of this Section, the Authority may, in its discretion, extend lines or approve extension under such conditions as the Board deems appropriate.
- 7.10 Sub-Area Designation and Charges.** The Board may by resolution divide the Authority into areas in accordance with the sewer facilities furnished therein within a reasonable time. The sub-area designations may be made in conjunction with any area encompassed by a line extension agreement. Different fees or charges

may be assessed in the sub-area by resolution of the Board and proceeds therefrom may be applied to reimbursements provided in recovery back and line extension agreements. Such fees or charges shall be known as "tap fee surcharges" or "special service charges".

Section Eight

8. USE OF PUBLIC SEWER SYSTEM

8.1 Policy: Except as hereinafter provided, no person shall discharge, or cause to be discharged, to any sewer main, any special or prohibited sewage (as hereinafter defined) or any harmful or deleterious waters or wastes, whether liquid, solid, or gas, capable of causing obstruction to the flow in sewer, damage or hazard to structures, equipment and personnel of the sewage works, or other interference with the proper operation of the sewage works.

8.2 Classification Of Sewage: This section of the Rules and Regulations shall provide the basic policies of the Authority for classification of sewage and for control of discharge of sewage into the sanitary sewer system. It shall be the policy of the Authority to classify sewage into three main categories termed "normal sewage," "special sewage," "prohibited sewage," as hereafter defined. The classification of sewage shall be the responsibility of the Manager and shall follow recommended procedures of the State Department of Health and, subject to approval of the Board, shall be final and binding.

8.2.1 Normal Sewage: Normal sewage shall mean sewage which can be treated at the Authority's sewage treatment works without pre-treatment and within normal operating procedures, and which, when analyzed, shows by weight a daily average of not more than 300 parts per million of suspended solids and not more than 250 parts per million B.O.D.

8.2.2 Special Sewage: Special sewage shall mean any sewage which does not conform to the definition for normal sewage, but which can be treated by the Authority after pre-treatment by the customer or by utilization of special operating procedures by the Authority at the sewage treatment works.

8.2.3 Prohibited Sewage: Prohibited sewage shall mean any sewage which may be reasonably anticipated to have a deleterious effect upon the sanitary sewage system, or any persons or property and therefore, in the opinion of the Authority, cannot be serviced by the Authority.

No person(s) shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:

(a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.

(b) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any municipal system, to injure

or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

(c) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage treatment works.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other deleterious effects on the sewer system and interference with the proper operation of the wastewater facilities such as, but not limited to, unground garbage, and ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

8.3 Special Sewage: The admission into the public sewers of any special sewage shall be subject to the review and approval of the Board, which may prescribe limits on the strength and character of such sewage.

8.3.1 Pre-treatment: Where necessary, in the opinion of the Board, the owner shall provide, at his expense, such pre-treatment facilities as may be necessary to treat such special sewage prior to discharge to the sewer main. Plans, specifications, and any other pertinent information relating to proposed pre-treatment facilities shall be submitted for the approval of the Authority and of the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where pre-treatment facilities are provided for any special sewage, they shall be maintained continuously in satisfactory and effective operation by the owner, at his own expense.

8.3.2 Control Manhole: When required by the Authority, the owner of any property served by a service line carrying special sewage shall install and maintain, at his expense, a suitable control manhole in the service line to facilitate observation, sampling and measurement of the wastes. All measurements, tests, and analysis of the characteristics of waters and wastes shall be at the owner's expense and determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest down-stream manhole in the sewer main to the point at which the service line is connected.

8.3.3 Car Washes: Car wash facilities are encouraged to use a water recycling facility whenever possible. At minimum, the waste from the washing facilities must pass through a sand/oil interceptor before discharging into the sanitary sewer.

8.3.4 Swimming Pools: Swimming pool discharges to the sanitary sewer system could be detrimental because the water dilutes the biological activity at the wastewater treatment plant. The policy listed below applies to any swimming pool discharging to ACWWA's wastewater collection system.

- A.** The ACWWA wastewater treatment plant supervisor must be contacted (303-790-4830) at least 48 hours prior to requested discharge from a swimming pool. The supervisor must approve, in writing, the requested release time and give his/her consent to discharge from a swimming pool. The supervisor may specify the time of discharge to avoid peak flow times.
- B.** The total Residual Chlorine must not exceed 2.0 milligrams per liter (mg/L) in water discharged from the swimming pool. The Total Residual Chlorine will be measured at the point of discharge. Chlorine concentrations that exceed 2.0 mg/L must be neutralized or diluted prior to discharge into the sanitary sewer. The Owner/discharger is responsible for providing sampling results taken at the time of discharge to the Authority.
- C.** The waste discharge from the swimming pool cannot exceed a flow rate of 200 gallons per minute (gpm). Understandably, an Olympic size pool may require 16 hours to empty.
- D.** Additional fees may be imposed at ACWWA staff's discretion for the treatment of swimming pool discharges to reimburse ACWWA for costs of increased pumping, utilization of more sewer line capacity, and necessary line cleaning due to the discharge of swimming pool wastes. ACWWA will provide proper notice of any additional applicable fees.
- E.** ACWWA is not responsible or liable for the discharge of any waste above the allowed flow rate of 200 gpm from the swimming pool that might flood or surcharge the wastewater collection system. ACWWA is not responsible or liable for obstructions in the sewer arising from the discharge of swimming pool wastes such as leaves, sand, accumulated sediment, articles of clothing, pool cover remnants, and other debris.
- F.** Swimming pool discharge to the stormwater collection system is strictly prohibited.

8.4 Prohibited Sewage: The admission into the public sewers of any prohibited sewage is prohibited. Prohibited sewage shall include clear water injected into the sewage system by means of a drainage collection system. Said drainage water is detrimental to the sewage system since it interferes with the Authority's volume capacity and with the biological process necessary to proper treatment, unless specifically

authorized by the Authority.

8.4.1 Unpolluted Waters: Storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water, unpolluted industrial process waters or any other unpolluted water may not be introduced to any sanitary sewer.

8.5 Analysis Of Sewage: The Manager shall be responsible for all sampling, testing, analysis and classifying of sewage. Testing and analysis shall be determined in accordance with "Standard Methods for the Examination of Water and Waste Water" latest edition and shall be at the property owner's expense. Results of tests shall be made available to the customer at the Authority's office.

8.6 Grease, Oil And Sand Interceptors: All sewer service lines from commercial and industrial buildings or facilities shall contain grease, oil and sand interceptors of a design recommended by the Colorado State Board of Health, Uniform Plumbing Code, unless the Authority determines otherwise. Interceptors shall also be required when, in the opinion of the Authority Representative, they are necessary for the proper handling of special sewage or liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients; such interceptors shall not be required for common and ordinary private living quarters or dwelling units. Where installed, the Authority is given the authority to inspect the interceptors, and such interceptors shall be maintained by the user or owner, at his expense, in a continuously efficient operation at all times.

Section Nine

9. PERMITS, FEES AND CHARGES

- 9.1 Policy:** The rates, charges and other information shown herein shall apply only to customers inside the District and shall in no way control the rates, charges, and other requirements applied to service which the Authority may choose to provide outside the District in the future. Said rates and charges as herein established shall remain in effect until modified by the Board under the provisions of these Rules and Regulations and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from partially modifying rates and charges or from modifying any classification.
- 9.2 Type Of Service Rates:** Water service shall be metered by the Authority. Sewer service shall not be metered as described in Appendix A except for industrial or commercial service of unusual characteristics, which may be metered. The cost of all such metering equipment shall be paid by the applicant for the service.
- 9.3 Classification Of Customers:** For the purpose of levying fair, reasonable, uniform and equitable charges, the following classifications and appropriate definitions are provided:
- 9.3.1 Single Family Dwelling:** A single family dwelling (equivalent residential unit, "EQR") shall be construed as a living unit suitable for occupancy of one or more individuals of a family, comprising either a separate and unattached structure from any other dwelling unit, or a dwelling unit joined to another by an architectural feature as for a patio home.
- 9.3.2 Multiple Family Dwelling:** A multiple family dwelling shall consist of a single structure or structures otherwise unattached to any other dwelling unit and wherein more than one family unit exists, as for townhomes, condominiums and apartments.
- 9.3.3 All Other Categories:** All other categories of use shown on the rate schedule attached hereto as Appendix A shall be given their customary meanings. Any controversy concerning definition of categories shall be resolved by the Board of the Authority in its sole discretion.
- 9.3.4 Unclassified Service:** Whenever a structure represents a classification not contemplated by these Rules and Regulations, the Board, at its sole discretion, shall establish fair, reasonable and equitable fees and charges for said structure.
- 9.3.5 Tax Exempt Customers:** Those customers within the District which are not subject to the property tax of the District. Such customers may be subject to the Capital Recovery Fee as described elsewhere in these rules.

- 9.4 Tap Permit:** Any person requesting service shall file a tap permit application and pay the applicable tap permit fee. For all structures other than single family residences, building plans shall be submitted which must include the building requirements for potable water, fire protection and sewer. Upon approval by the Authority, a tap permit number will then be issued to the owner. In every case, no service shall be allowed until a tap fee has been paid.
- 9.4.1 Tap Permit Fee:** A water or sewer tap permit fee shall be charged to all customers of the Authority and shall be paid before a tap permit is issued. Tap fees shall be calculated to recover all expenses and costs associated with providing water or sewer service, shall be assessed as provided for in the Schedule of Fees and Charges attached hereto as Appendix A. Tap fees shall be non-refundable.
- 9.4.2 Payment Of Tap Fees:** Subject to the terms of individual agreements with the Authority, all tap fees due to the Authority shall be paid at the earlier of the issuance of the building permit or at the time of connection of the service line to the Authority's system. Failure to make timely payment of the applicable tap fee shall result in the imposition of a Late Tap Payment Fee as provided in Appendix A.
- 9.4.3 Amended Tap Permits:** Anytime a tap permit has been issued, and subsequent thereto the meter size is changed, or the classification of the property or level of service needed under said permit is changed or recalculated by the Authority, so as to increase the level of service necessary, the quantity of water or sewage, or amount of water treatment necessary, the owner shall apply for an amended tap permit and pay such additional fee as applicable.
- 9.5 Irrigation Tap Permit And Fee:** Prior to installing a separate water connection to the public main for an irrigated area, the owner shall apply for an irrigation tap permit and pay the required tap fee. The Authority Board shall then consider, in its sole discretion, whether to grant each irrigation tap permit.
- 9.5.1 Temporary Irrigation:** A developer can request a temporary irrigation tap in order to establish the root system for native plants. Arapahoe County Water and Wastewater Authority (ACWWA) will rent the developer capacity in the system for a period not to exceed 36 months and will require a date certain for disconnection and abandonment of the irrigation system. The cost to rent the system will be the then current irrigation tap fee multiplied by the cost of money plus a return on investment for each year that the temporary tap is requested. For example, if the current cost of money is 5% and the ROI is 3%, a tap fee rental for a period of 3 years will be 8% of the current tap fee each year or 24% for 3 years. This percentage is subject to change and is based on the average current cost of ACWWA's outstanding bonds plus a return on investment (ROI) determined by the ACWWA Board. The

full tap fee will be paid before the temporary irrigation tap fee is installed. If the developer disconnects from the system before the date certain there will be no refund or pro-rating of the rental fee. The temporary irrigation tap and meter must meet ACWWA's standards, as they may be amended from time to time, for permanent irrigation taps and meters. The developer will pay the full cost to install the tap and meter. No exterior hose, bibs, or connections are allowed at the building. The developer will install landscaping and native plants that require no irrigation whatsoever no later than three (3) years after installation. If the system is not disconnected on the date certain, the developer will pay ACWWA 100% of the then current tap fee and any costs to bring the system to ACWWA's standard for a permanent tap connection. All cost relating to the disconnection and abandonment of the irrigation system will be paid by the developer. If ACWWA determines that the domestic meter is used for irrigation after the temporary irrigation meter is removed the current penalty for stealing water will apply and in addition the customer will be required to install a permanent irrigation meter, bear all costs to reconnect to the system, and pay the then current tap fee.

9.6 Raw Water Tap Permit and Fee: Prior to installing a separate water connection for raw water, the owner shall apply for a raw water tap permit and pay the required tap fee. The Authority's Board shall then consider, in its sole discretion, whether to grant each raw water tap permit. Such permits are not routinely granted.

9.7 Connection Permits:

9.7.1 Fees To Be Paid: No connection permit shall be issued to the customer until the appropriate tap fees, inspection fees, performance bonds and guarantees, fees for water meter installation and initial meter reading, if applicable, have been paid, and funds estimated to cover the cost to the Authority associated with the connection deposited with the Authority, and a tap permit issued for the property or building to be served by the connection. No new services shall be furnished to the customer until all outstanding debts to the Authority, and special fees as hereinafter provided, have been paid to the Authority. A developer shall pay all tap fees for his development at the prevailing rate, subject to any contractual agreements.

9.7.2 Connection Permit Application: No connection permit will be issued until an application form, properly completed, supplemented and signed has been filed with the Authority by the owner(s) or its agent. Prior to approval of the application, the applicant shall submit and have approved by the Authority the engineering design and construction plans for the proposed service line and connection.

9.7.3 Expiration: Connection permits shall expire one (1) year from the date of issuance where the authorized connection has not been made during such

time, unless extended by the Board upon written request.

9.8 Main Line Extension Permits:

9.8.1 Fees To Be Paid: No main line extension permit shall be issued to the customer until a main line extension permit fee, performance bonds and guarantees have been paid, and funds estimated to cover the cost to the Authority associated with the main line extension deposited with the Authority. No new services shall be furnished to the customer until all outstanding debts to the Authority, and special fees as hereinafter provided, have been paid to the Authority. A developer shall pay all tap fees, and other fees and charges provided for herein, for his development at the prevailing rate.

9.8.2 Main Line Extension Permit Application: No main line extension permit will be issued until an application form, properly completed, supplemented and signed has been filed with the Authority by the owner(s) or its agent. Prior to approval of the application, the applicant shall submit and have approved by the Authority the engineering design and construction plans for the proposed service line and connection. The Board may give preliminary approval of an application based upon terms and conditions which may allow design and construction specifications to be agreed upon by the Authority Representative. The Board shall specify whether approval of an application is conditioned on construction of the main line extension by the Authority or by the proposed customer, and any other terms and conditions of such approval.

9.9 Service/Inspection Calls: The cost of all ACWWA construction inspection is paid from the construction imprest account as outlined in Section 11.4.

9.9.1 Missed Appointment and Reschedule - \$25: If an appointment with an ACWWA representative is missed and inspection or work requested is unable to be completed, there will be a \$25 charge plus a minimum two-hour charge at the representative's shop rate due before scheduling for the next appointment. Appointments canceled one business day in advance will not be charged.

9.9.2 Meter Re-Inspection Charge - \$50: If an ACWWA representative cannot set/inspect the meter because of deficiencies or failure by the requester, there will be a \$50 charge plus a minimum two-hour charge at the representative's shop rate due before the representative will return to the site and re-inspect or re-set the meter.

9.10 Associated Authority Construction Costs and Fees: All costs and fees of new construction, reconstruction or enlargement of any water or sewer system facilities, including all associated planning, engineering, administration and attorney's fees, which are necessary to provide new, different or additional water or sewer service

within the Authority's service area (including but not limited to service lines, main lines and water or sewage treatment works), shall be paid by the customer(s) of the property or building to be serviced. After approval of an application, but prior to the issuance of any necessary permits or commencement of any such work, the applicant shall deposit with the Authority sufficient funds to cover all of the Authority's estimated cost associated with such work.

9.11 Performance Bonds: Any person constructing water or sewer system facilities to be conveyed to the Authority, or within the public right-of-way, or any public or private easement granted to the Authority for such purpose, shall furnish to the Authority a performance bond equal to one hundred (100%) percent of the construction costs, or a letter of credit, cash deposit or other financing acceptable to Authority. When the proposed customer is to be responsible for such construction, such performance bond or other financing arrangement shall hold the Authority harmless for payment to the contractor. The property owner shall indemnify the Board for any loss or damage that may directly or indirectly be occasioned by the installation of the water or sewer service.

9.11.1 Guarantee: Prior to acceptance by the Authority, any person constructing water or sewer system facilities to be conveyed to the Authority, or within the public right-of-way, or any public or private easement granted to the Authority for such purpose, shall guarantee or cause its contractor to guarantee to the Authority the construction against faulty workmanship and materials associated with such construction for a period of one year after acceptance by the Authority. A guarantee of all maintenance for one year from the date of acceptance by the Authority of the lines shall also be provided. A performance and maintenance bond or other security acceptable to the Authority shall be furnished as such a guarantee. Inspection and approval by the Authority of any such facilities shall not relieve the guarantor from compliance with these provisions.

9.12 Unauthorized Connection Fees: An unauthorized connection penalty shall be payable by persons connecting to a Authority line without prior payment of tap fees or inspection fees, approval of connection permit or adequate inspection of lines. Should the Authority determine that disconnection, or turning off of service, is necessary because of the unauthorized connection, prior to reconnection or turning on service, all unauthorized connection fees, and any other outstanding fees or charges, a reconnection fee and all costs associated with such disconnection and reconnection must be paid.

9.13 Service Charges: Upon the securing of a connection permit for service and upon payment of the tap fee, service charges shall commence at the time of meter installation. Whenever possible, service charges will be directed to the user/occupant, though the owner of the property remains ultimately liable for such charges. When a condominium association exists for a number of units receiving service from the Authority through one meter, said condominium association shall

receive a bill for all units serviced by the association. In no event shall the Authority be obligated to bill the owners of individual units within a condominium unless service to each unit is metered separately.

9.13.1 Calculation Of Service Charges: Service charges shall be paid by all customers as provided in the schedule of fees and charges attached hereto as Appendix A.

9.13.2 Surcharge For High Strength Wastes: A surcharge fee shall be paid by all customers who discharge high strength wastes as provided in the schedule of fees and charges attached hereto as Appendix A.

9.13.3 Amended Service Charges: In those situations where, in the Board's sole discretion, the service charges shown in Appendix A do not represent a fair, reasonable and equitable charge for the intended use, the Board may adjust said rates.

9.13.4 Payment Of Service Charges: Statements for service charges shall be sent out on a monthly basis. Charges for late payments, turn-on, turn-off, etc., shall be added to such statements. Statements shall be payable upon receipt.

9.14 Temporary Service Fee: The Board may allow, in its sole discretion, connection to provide temporary water and/or sewer service if it determines that good cause for such connection has been shown. Persons seeking temporary service from the Authority for property within the Authority shall submit an application for temporary service. Upon approval by the Authority, a service charge fee for a temporary connection will be calculated.

9.15 Fire Protection System Standby Fee: The Authority shall assess a fee for a fire protection system (standby water). The fees are described in Appendix A.

9.16 Raw Water Service Fee: The Board may allow, in its sole discretion, a connection to provide raw water. Upon approval of the connection by the Authority, a service charge fee for the raw water will be calculated.

9.17 Turn-Off-Service Fee (revised 11-12-2009): Whenever service is turned off by ACWWA, either for voluntary reasons such as vacation or vacancy of rental property, or involuntary reasons such as delinquency of payment or violation of the Authority Rules and Regulations, a turn-off-service fee shall be charged. Where customers have domestic and irrigation service, both services will be required to be turned off. The customer's account will continue to be billed the regular monthly base and surcharge service fees. See Appendix A section 5.4 for current fee.

9.18 Turn-On-Service Fee: When service has previously been involuntarily turned off by the Authority, a turn-on-service fee shall be charged prior to the Authority's turning on service. See Appendix A section 5.5 for the current fee. A turn-on-service

fee shall not be charged when service has been voluntarily turned off at the request of the customer; the payment of the voluntary turn-off-service fee being deemed as covering the subsequent turn on request.

9.19 Extraterritorial Fee: Properties not included in the District, that desire service from the Authority, may seek inclusion into the District pursuant to these rules and receive service as any other included property, or such properties may seek service as an extraterritorial user. Extraterritorial users shall be subject to an Extraterritorial Service Fee (ET Fee) calculated as follows:

- Sewer Service only- 25% surcharge on initial sewer tap fee and monthly sewer charge
- Use of Water only Infrastructure with Water Provided From Non-District/Authority Sources -25% surcharge on initial water tap fee and monthly water charge
- Use of Water and Sewer Infrastructure with Water Provided From Non-District/Authority Sources - 50% surcharge on initial tap fee and monthly charge
- Combined Water and Sewer Service With Water From District/Authority Sources- 100% surcharge on initial tap fee and monthly charge

9.19.1 Fee Timing: The ET fees shall be due and payable at the same time as the usual Authority service fees.

9.20 Existing Utility Stub Abandonment Fee: The final lot developer must pay 10% of the existing stub size tap fee at the time when the tap application is issued to abandon an unused existing non-potable or wastewater utility stub in place. Unused potable water stubs must be removed at the main or may be temporarily left in place subject to the provisions of Section 6 Article 1.4.1.

9.21 Unauthorized Water Use Charges: ACWWA may charge any person(s) discovered using water without ACWWA authorization as follows:

9.21.1 Unauthorized Hydrant Use – \$1000 charge for first infraction: Each subsequent infraction is double the previous amount. This charge will be assessed when it is discovered that a hydrant is being used without ACWWA authorization and an ACWWA issued meter.

9.21.2 Meter Upsizing – 50% Tap Fee charge: If it is discovered that a meter has been upsized without ACWWA authorization, the property own must

pay the difference in tap fees from previous meter size plus 50% of the tap fee difference in effect at the time of the discovery.

9.21.3 Meter Tampering – \$1000 charge: If it is discovered that the meter or the electronic remote transmitter (ERT) has been tampered with in any way after the installation of the meter, the owner of the property will be charged a \$1,000 fine.

9.21.4 Stop Box/Valve Replacement – VARIABLE charge: It is the property owner's responsibility to keep the stop box and curb valve on owner's property in good operable condition. If the box or valve has been damaged or broken, the property owner must replace the box and valve within a reasonable specified time. If after the reasonable specified time the damage stop box or valve is not replaced, ACWWA will replace it at the property owner's cost.

9.21.5 Damaged ERT replacement – \$250 charge: It is the property owner's responsibility to protect the automatic meter reading ERT and the wire from the ERT to the meter from damage. Damaged ERTs and ERT wire will need to be replaced and, in some cases, the entire meter will need to be replaced.

9.21.6 Replace Concrete Ring/Dome – variable charge: It is the property owner's responsibility to maintain the meter pit at the property in good condition. If the meter pit dome or concrete rings are damaged or broken, the property owner must replace them within a reasonable specified time. If after the reasonable specified time the damage meter pit is not replaced, ACWWA will replace it at the property owner's cost. **NOTE: The liability or fault for injury due to a damaged meter pit lies solely with the property owner.**

9.21.7 Damaged Meter replacement – variable charge: It is the property owner's responsibility to protect the meter from damage. Damaged meters must be replaced. The cost to replace a damaged meter is the price of the meter (varies according to size) plus the time for an ACWWA representative to replace it.

9.22 Billing Procedure:

9.22.1 Service Charges: Statements of service charges will be mailed monthly. Except as specifically provided by written agreement between the Authority and an owner, all service charges are due upon receipt. Payments not received at the office of the Arapahoe County Water and Wastewater Authority by the twenty-fifth (25th) day of the month after billing are delinquent.

9.22.2 All Other Charges And Fees: Except as specifically provided by written agreement between the Authority and an owner, tap permit fees, inspection fees, turn-off and turn-on service fees, fees for water meter installation and maintenance, performance bonds and guarantees, funds estimated to cover the cost to the Authority associated with any construction, and all other fees and charges are due when application for such permit or approval is made, or the task requiring the fee or charge is initiated, whichever occurs first. All such charges and fees not paid when due are delinquent.

9.22.3 Delinquent Charges And Fees: All fees and charges not paid within thirty (30) days shall be considered delinquent and will be assessed interest at the rate of one (1%) percent per month, plus all costs and attorneys fees associated with the collection of delinquent charges and fees. If such fees or charges are delinquent, the Authority may stop service to the property after providing notice of a hearing, as provided for in Section 12.4.1. on the proposed termination of service. The account must be paid in full; partial payments will not be accepted as settlement of the account to avoid discontinuance of service. In addition, the Authority may either certify the delinquency to the County Treasurer or initiate lien foreclosure proceedings.

The Authority assumes no responsibility for agreements between owners and occupants and vendors and vendees.

9.22.4 Deposit for Chronically Delinquent Accounts: For those accounts where there has been a delinquency for more than three consecutive billing periods and service has been terminated, the Manager is authorized to require a deposit from the customer in the amount of six months worth of service at the customer's historic or anticipated water demand before such service shall be restored to said customer.

9.22.5 Liens For Unpaid Charges And Fees: All charges and fees shall be charged against the owner or customer of the property served and shall be a perpetual lien upon the property to which said service is provided or requested from the time when due.

9.22.6 Returned Check Fee: Any check or other negotiable instrument tendered to the Authority for payment which is returned to the Authority and dishonored for any reason whatsoever shall be subject to a \$15.00 returned check fee.

Section Ten

10. WATER CONSERVATION

10.1 Waste: Water supplied by the Authority shall be used only for beneficial uses. Waste of water shall not be permitted.

10.2 Conservation Orders: Upon a determination by the Board or a Authority Representative that the Authority is facing an immediate shortage in its supply of water which threatens the health, welfare, and safety of the inhabitants and visitors of the Authority and which requires immediate action, the Board or the Authority Representative is empowered to institute orders regulating or curtailing uses of water by those served by the Authority's water system. If necessary, the Board or the Authority Representative may order immediate complete curtailment of non-domestic use, and limit in house use, of water from the Authority's facilities. Any conservation orders shall be uniformly applied to all similarly situated water customers within the Authority's service area. Nothing herein shall be construed to prevent the Authority from regulating different categories of water users differently. These conservation orders may be modified as the conditions causing the water shortage change.

10.2.1 Effective Date Of Conservation Orders: The conservation orders shall be effective immediately upon being signed or as otherwise provided. Copies of the orders adopted pursuant to this section shall be delivered or mailed to all residences, businesses, and other premises served by the Authority's water delivery system.

10.2.2 Public Meeting To Consider Conservation Orders: The Board shall conduct a public meeting on the water conservation orders as soon as possible, but in no event later than two weeks from the date of the adoption of such orders. Notice of this public meeting shall be posted at the Authority's office at least five days in advance of the meeting. At the public meeting, the Board shall receive public comments and staff recommendations with respect to the water conservation orders, and shall determine what modifications, if any, need to be made to the orders. If any material modifications are made to such orders, the revised orders shall be mailed or delivered to all of the Authority's water users. All such orders or revised orders shall remain in effect until such time as the water shortage problem is determined by the Board to have ended and notice thereof is given as provided in Section 10.2.1.

10.3 Use Of Water Conservation Devices Encouraged: The Authority encourages the use of water conservation devices for all properties served by the Authority's water supply.

10.4 Conservation Enforcement: The person or entity billed for water service to any given premises, whether owner or occupant, and any person using water supplied or delivered by the Authority's system, shall be responsible for compliance with the above-mentioned conservation orders, and proscription against waste. Violations, as determined by the Authority Representative, will subject such persons to the following actions and penalties in addition to those actions authorized in Section 12:

10.4.1 First Violation: Written notice of said violation and a \$100 charge.

10.4.2 Second Violation: Violation at the same premises or by the same user; written notice of said violation and a \$250 charge.

10.4.3 Third Or Any Subsequent Violations: Violation at the same premises or by the same user; the Authority Manager shall suspend further service to the premises or assess a \$500 charge, or both.

10.4.4 Appeals: Appeals of such penalties and charges may be made to the Board.

Section Eleven

11. DEVELOPMENT REVIEW AND INSPECTION PROCEDURES

This section provides information on the Authority's requirements and procedures for the development process.

11.1. Pre-Submittal Meeting

A pre-submittal meeting is required to discuss the development and exchange necessary information. ACWWA shall be provided with the following information no later than 5 business days before the meeting:

- Owner/Applicant name, address, and a contact name.
- Engineer's name, engineer's address, and an engineer contact name.
- A Plat (Preliminary or Final) of the development site.
- An estimated date that water/sanitary service is needed.

ACWWA will provide the design engineer the following items:

- General comments due to the nature or location of the development.
- Hydraulic Grade Line (HGL) on water tank for utility report.
- Web location to download ACWWA general notes required on the construction plans, easement form, and a design checklist and criteria for the utility study.
- As-Built in the area (if applicable/available)

All correspondence relating to the project must show the plat name Filing/Block/Lot. For example, Dove Valley Business Park Filing 17 Block 1, Lot 2 would have a project reference number of "DVBP 17/1/2".

11.2. DESIGN REVIEW

The following items must be submitted to ACWWA for the review of construction drawings.

- **Water and Sanitary Plans (4 sets)** – The plans must include an overall utility plan showing the location of water, storm, and sanitary (dry utilities if possible). These must be signed and stamped by a Colorado registered Professional Engineer prior to final approval. The jurisdictional Fire Department must sign the plans and agree with the fire hydrant placements and fire flow before the second submittal.
- **Grading/Erosion Control Plan (1 set)**
- **Landscape Plan (1 set)** – The size and location of all plantings in and within 10' of the edge of any ACWWA easements and the irrigated area must be shown on the plan.
- **Final Utility Report (2 copies)** - Water and sanitary sewer studies need to be performed per ACWWA requirements. Sizing of lines, both sewer and

water, will be verified through these water and sewer studies. The fire flow approved by the Fire Department must be used in the study.

- **Fixture Unit Count (2 copies)** – The design engineer is required to provide a fixture unit count and meter sizing calculations (following the AWWA M22 Manual) for each building, and to call out the location and size of the meters on the construction plans. Each building shall be separately metered.
- **Phase III Drainage Report (2 copies)** – if project site is located in the Lonetree Creek, Windmill Creek, or Dove Creek stormwater drainage basins.
- **Construction Plans for Regional Stormwater Facilities (4 sets)** – if applicable.
- **Title Policy (1 copy)** – A title policy must be dated within 90 days of the first submittal of construction drawings to ACWWA.
- **Imprest Account** – The owner shall deposit \$7,000 into a non-interest bearing imprest account to cover the cost of the design review. The owner must maintain the \$7,000 balance throughout the design review process. The owner will be billed monthly by ACWWA’s representative and/or ACWWA. All terms are net 30 days. If an invoice is not paid within 30 days it will be paid from the \$7,000 imprest account and no additional work will be performed on the project(s) until the imprest account is returned to the \$7,000 balance. Upon written notice by the owner that construction will not proceed as planned the balance of the imprest account will be returned.

The amount in the imprest account is required to be raised at the time of construction. (Please refer to Section 11.4 – Pre-Construction Meeting). The owner must maintain the new required balance throughout construction of the project and the warranty period by paying monthly invoices within 30 days. No inspection or other work will be performed on projects with overdue invoices.

The Authority must find all of the above items acceptable before the construction plans will be approved. Upon approval, ACWWA will require (2)-11 x 17 and (2)-24 x 36 bond sets and one digital copy of the approved final construction plans.

11.3. Tap Application/Permit

Once the construction plans are approved, the Authority will prepare a tap application, which will include fees for the following items (as applicable):

- Water/Irrigation/Sanitary Tap Fees & associated costs
- Stormwater System Development Fees – if applicable
- Surcharges for improvements benefiting the property that have been constructed by others.
- Design Review cost not covered by initial imprest deposit
- Legal

The owner must submit to ACWWA for review a cost estimate, based on awarded bid prices, of all facilities to be conveyed to ACWWA.

THESE FEES MUST BE PAID IN ORDER TO REQUEST A PRE-CONSTRUCTION MEETING. CONSTRUCTION IS NOT PERMITTED UNTIL ALL FEES HAVE BEEN PAID TO THE AUTHORITY AND A PRE-CONSTRUCTION MEETING HAS BEEN HELD.

11.4. Pre-Construction Meeting

After 1) construction plans are approved, and 2) all fees have been paid to ACWWA, the contractor may request a pre-construction meeting. The design engineer and utility contractor must attend the meeting.

The contractor is responsible for obtaining all applicable federal, state, and local permits including stormwater discharge permits.

At this meeting, the owner shall be required to raise the imprest account balance to 10% of the bid cost for facilities to be conveyed to ACWWA, or \$7,000, whichever is greater, for the first \$300,000 of that cost. For utility costs over \$300,000, 5% of the increment over \$300,000 must be added to the imprest balance. This imprest account will cover administration, construction inspection, and costs of items listed in Section 11.6 or 11.7 not completed within thirty days (30) after the punch list is issued. Any cost incurred by ACWWA over the balance of the imprest account will be charged to the owner.

11.5. Construction

To ensure a timely inspection, the contractor must call the Authority Inspector at least two (2) full business days prior to construction or any needed inspection. Utility installation cannot be backfilled until it has been inspected by the Authority Inspector or designated representative.

11.5.1. Powers and Authority of Inspectors: The Authority Manager, Inspector, or Representative bearing proper credentials and identification shall be permitted to enter all private properties within the Authority for the purpose of reading meters and testing related to discharge to the public system, inspection/observation, measurement, sampling, repair, maintenance of any portion of the water or sewer facilities lying within said properties, and related matters.

11.5.2. Construction Inspection: The Authority Manager, Inspector, or Representative shall have the right to inspect any and all work during construction to ensure installation in accordance with the Authority standards. After completion of

construction of water or sewer lines, the Authority Inspector or Representative shall make a probationary inspection of construction as provided in Section 6.4 and 7.7.

11.6. Probationary Acceptance

Construction must be completed to a point that ACWWA can continuously use the line or facility for its intended use. The items listed below must also be completed prior to ACWWA issuing Probationary Acceptance. Water will be made available for testing purposes, but will be shut off and locked immediately after testing and will not be turned on until issuance of Probationary Acceptance.

If ACWWA finds that the lock is removed or damaged, a fee of \$1,000 will be charged to the owner. If the owner or owner's representative finds that a lock has been removed or damaged, the owner or representative MUST contact ACWWA immediately to avoid assessment of the lock fee.

- **Facilities tested** - All sanitary lines and manholes must be air-tested, mandrelled and videoed. All video must be submitted in either VHS or CD format to ACWWA to review and comment on accordingly. All water lines must pass a hydraulic flow pressure test, clear water test, and chlorine test.
- **Daily Reports** – ACWWA may require the Contractor to submit their daily progress report to the ACWWA Inspector each day. This report should include, but is not limited to: date, weather conditions, manpower, on-site equipment, equipment used, and work done for said reporting date. ACWWA inspector must receive and approve all daily reports for Probationary Acceptance.
- **Required Easements** – A legal description and sketch of all proposed ACWWA easements must be submitted for review at the completion of construction. ACWWA requires all water and sanitary lines to be in an easement dedicated to ACWWA by separate document. The easement legal descriptions and exhibits shall be in AutoCAD 14 (or higher) format as well as a hard copy on one or more 8 ½ x 11 sheets of paper. ACWWA requires that these legal descriptions and exhibits be tied to the Colorado State Plane, Central Zone (NAD 83) grid coordinates. Easement legal descriptions must be stamped and signed by a Colorado registered Professional Land Surveyor. The easement agreement forms may be picked up at the ACWWA office.
- **Service Line Location** – A drawing of the location of each service line (water, irrigation, and sewer) must be submitted for Probationary Acceptance. Each drawing must show alignment, depth to bury, size of service and any surface features associated with the service from the property line into the building. These drawings must also show address, date of inspection, inspector's name, name of company, and signature indicating services have been installed as shown on the drawing, in conformance to the current plumbing code, and per the approved construction plans.
- **Punch list** – Once pavement is installed, a walk-through will be conducted within 10 business days after the contractor's request. The contractor has 30

days after the punch list is issued to complete the punch list items.

- **Record Drawings** - Record Drawings are to be submitted within 30 days after the punch list is issued. All manholes, valves, blow-offs and any other surface features shall be surveyed, and all coordinates for these items must be shown on the Record Drawings submitted to ACWWA prior to receiving project approval. The coordinates for these items must be tied into the Colorado State Plane, Central Zone (NAD 83) grid coordinates. The cover sheet of the Record Drawings must be a reproducible Mylar of the approved construction plan cover sheet with signatures of the appropriate agencies shown. All original design information must be shown on the Record Drawings and crossed out if inaccurate. A statement must be on the cover sheet of the Record Drawings attesting to who provided the as-constructed information and who prepared the Record Drawings, with a signature of the preparer and date. The contractor must submit to ACWWA a digital point file in AutoCAD Version 14 (or higher format) of all information shown on the Record Drawings and a digital copy of the Record Drawing plan set.
- **Test Results** - Compaction tests results, concrete tickets, and cut sheets must be submitted within 30 days after the punch list is issued.
- **Regional Stormwater Facilities** – The contractor is responsible for providing proof of maintenance eligibility by the Urban Drainage and Flood Control District for all regional Stormwater facilities.
- **Site Restoration** – The contractor must complete the final site grading and install permanent erosion control measures.
- **Any outstanding items must be submitted.**
- **Prior to ACWWA issuing probationary acceptance, the owner shall be required to raise the imprest account balance to equal the account balance needed at the Pre-Construction meeting, as explained in Section 11.4. This imprest account will be used to cover any cost associated with the Warranty, as described in Section 11.7, not completed within thirty days (30) after the punch list is issued. Any cost incurred by ACWWA over the balance of the imprest account will be charged to the owner**

Facilities are considered the property of ACWWA upon Probationary Acceptance.

11.7. Warranty

Issuance of Probationary Acceptance by ACWWA begins the one-year warranty period. ACWWA will hold the remaining imprest account balance throughout the warranty period. The owner may substitute a certification of deposit or letter of credit for the imprest account balance.

Approximately 11 months following the date of Probationary Acceptance, a walk-through will be conducted and a punch list submitted to the owner. Final completion of the punch list items must be corrected within 30 days. If not completed within 30 days, ACWWA has the right to contract the work and deduct that cost of work from

the imprest account, letter of credit, or certificate of deposit. Any cost incurred by ACWWA over the balance of the account will be charged to the owner.

Once the items on the punch list and any outstanding items are complete, any remaining balance of the imprest account will be automatically returned to the owner by ACWWA. Money due must be paid to ACWWA. ACWWA will then issue FINAL ACCEPTANCE.

If ACWWA has incurred costs exceeding the imprest account balance, the additional cost must be paid to ACWWA within 30 days after invoicing. In addition to withholding FINAL ACCEPTANCE, ACWWA will shut off and lock out water service for late payment and will not turn water back on until payment is received. (See Article 11.6 for fees assessed for lock damage or removal.)

11.8. Indemnity

ACWWA's inspections, design reviews, permits, approvals and the like do not relieve the owner, developer, engineer or contractor ("Indemnifying Party") from any liability such party may have for construction of water and sewer lines, including the liability to conform to all federal, state and/or local laws and rules, design requirements and warranty obligations. Any inspections, design reviews, permits, approvals and the like that ACWWA may conduct are intended for internal purposes only. ACWWA disclaims any liability arising out of its inspections, design reviews, permits or approvals of construction of the water and sewer lines. The Indemnifying Party agrees to indemnify ACWWA with respect to any claims arising from its construction of the water and sewer lines, as well as ACWWA's inspections, design reviews, permits and approvals of such lines.

Section Twelve

12. ENFORCEMENT

- 12.1 Prohibitions:** No unauthorized person shall turn on service from, uncover, make any connection or reconnection with, opening into, extend, use, alter, or disturb any public water or sewer main facilities or appurtenances, or fail to comply with these Rules and Regulations, or construct a main line extension without first obtaining a written permit from the Authority, paying all applicable fees and charges and complying with all applicable Rules and Regulation of the Authority.
- 12.2 Violations:** In case of violation of this Section, the Authority may revoke service, disconnect, turn off service, require the responsible person to disconnect, or return or require the responsible person to return the Authority's system to its original condition, and shall require payment of all applicable fees and charges provided by these Rules and Regulations and all costs associated with the violation, including any expense, loss, damage or attorneys fees occasioned by such violation by the responsible person prior to the Authority providing any service to any property or facilities owned, leased or occupied by the responsible party, whether or not such property or facilities are directly involved in the violation of this section. This Section shall not be construed to limit the rights of the Authority to pursue other fees, charges, remedies or forms of relief provided in these Rules and Regulations and by other applicable law.
- 12.3 Misdemeanor Offenses:** Any person who shall maliciously, willfully, or negligently, break damage, destroy, uncover, deface or tamper with any portion of the Authority's water or sewer system, or take water from the Authority's system, including fire hydrants, without written authorization, shall be charged with a misdemeanor, and upon conviction thereof, shall be fined in an amount as established by the court for each violation, along with whatever additional penalties as may be appropriate.
- 12.4 Revocation Of Service:** Service shall be revocable by the Authority upon non-payment of valid fees or charges owing to the Authority, upon failure to comply with the Rules and Regulations of the Authority, or when the Authority Manager, Superintendent or Representative determines that an emergency exists and such revocation is necessary to protect the health, safety and welfare of the inhabitants and visitors of the Authority.
- 12.4.1 Notice And Hearing:** In all cases except those involving an imminent hazard to the health, safety or welfare of the inhabitants or visitors of the Authority, or to the Authority's water or sewer systems, the owner shall be given due notice of the opportunity to request a hearing prior to involuntary disconnection or termination of service. Any request for a hearing concerning the Authority's intent to revoke service shall be given in writing to the Authority Representative within ten (10) days of receiving such notice.

Such notice shall be deemed to have been received by the customer upon the delivery of such notice to the owner's residence or business if located within the Authority and mailing notice to the owner's billing address, or if the owner neither resides nor does business within the Authority, three (3) days after the mailing of notice to the owner's billing address. Said hearing shall be held by the Authority at a regular or special meeting of the Board of Directors at which time the customer or owner shall have an opportunity to present testimony and evidence to the Board. Following said hearing, the Board's decision shall be final. Service to the property shall be revoked by disconnecting or blocking either or both the water and sewer lines serving the property.

12.4.2 Lien Releases: ACWWA staff may release any lien originally imposed by the Arapahoe Water and Sanitation District that meets all of the following criteria:

- a. the lien was imposed on the property on or before April 13, 1996,
- b. the property that is the subject of the lien is currently owned by a person or entity other than the person or entity that owned the property at the time the lien was recorded; and
- c. the property that is the subject of the lien is currently owned by a government or not-for-profit entity recognized as such by the Internal Revenue Service; and
- d. the property owner has requested release of the recorded lien.
- e. The value of the lien is \$3000 or less.