

HAVANA WATER AND SANITATION DISTRICT  
RULES AND REGULATIONS

## RULES AND REGULATIONS

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## ARTICLE I

### GENERAL

1.1 Authority. The District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation, that are specifically granted, or necessary or incidental to those powers specifically granted for carrying out the objectives and purposes of the District.

1.2 Purpose. The purpose of this consolidated body of rules and regulations is to ensure an orderly and uniform administration of water and sewer operations of the Havana Water and Sanitation District of Arapahoe County, Colorado.

1.3 Policy. The Board of Directors of the District hereby declares that the rules, regulations and by-laws herinafter set forth will serve a public use and are necessary to promote the health, safety, prosperity, security and general welfare of the inhabitants of the District.

1.4 Scope. These rules, regulations and by-laws shall be treated and considered as new and comprehensive regulations governing the operations and functions of the District, and shall supersede all prior rules, regulations and by-laws of the District.

1.5 Intent of Construction. It is intended that these rules, regulations and by-laws shall be liberally construed to effect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these rules, regulations and by-laws shall be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board of Directors by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law which is not enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

1.6 Amendment. The Board of Directors of the District shall retain the power to amend these rules and regulations at any time. Whether contained in this document or not, amendments declared in the minutes of the meetings of the Board of Directors, or effected by entry into, or the amendment of, any agreement shall be in full force and effect from the date of such

declaration or agreement. Prior notice of these amendments shall not be required to be provided by the District exercising its amendment powers pursuant to this Section.

## ARTICLE II

### DEFINITIONS

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

2.1 Applicant. "Applicant" means any person who applies to the District for a service connection or service disconnection, main line extension or other such service agreement, or who attempts to have real property included within, or excluded from the District, as the case may be.

2.2 Board. "Board" and "Board of Directors" mean the Board of Directors of the Havana Water and Sanitation District.

2.3 Constructor. "Constructor" means the landowner, developer, subdivider or agency actually paying for the construction of the lines.

2.4 Contractor. "Contractor" means any person, firm or corporation authorized by the District to perform work and to furnish materials within the District.

2.5 Customer. "Customer" means any person, company, corporation, homeowners' association or similar entity authorized to connect to and use the public water or sewer system under a permit issued by the District.

2.6 Denver Water Board. "Denver Water Board" (DWB) means the Board of Directors of the Denver Water Department (DWD).

2.7 Developer. "Developer" means any person who owns land and/or is subdividing land for resale and seeking to have the land served by the District.

2.8 District. "District" means the Havana Water and Sanitation District.

2.9 District Engineer. "District Engineer" means that person or firm that has been authorized by the District to perform engineering services for the District.

2.10 Dwelling Unit. "Dwelling Unit" means one or more habitable rooms arranged, occupied, or intended or designed to be occupied by not more than one family with facilities for living, cooking, sleeping and eating.

2.11 Equivalent Dwelling Unit. "Equivalent Dwelling Unit" or "Single Family Equivalent Dwelling Unit" means a use

which is estimated to have an impact upon the water or sewer system equal to that of the average dwelling unit.

2.12 Licensed Contractor/Drainlayer. "Licensed Contractor/Drainlayer" means that person or persons authorized by the District to perform services which physically affect the public water or sewer system of the District.

2.13 Inspector. "Inspector" means that person under the direction of the superintendent or manager who shall inspect all water and sewer connections, excavations, installations of and repairs to the public water or sewer system and facilities of the District to ensure compliance with the Rules and Regulations.

2.14 MDSDD #1. "MDSDD #1" means the Metropolitan Denver Sewage Disposal District no. 1.

2.15 Manager. "Manager" of the District means the person or entity retained by the Board to administer and supervise the affairs of the District and its employees.

2.16 Permit. "Permit" means the written permission to connect to the water or sewer main of the District pursuant to the Rules and Regulations of the District, DWB or MDSDD #1, as applicable, and shall be revocable upon the change of use of the property being served by such main.

2.17 Person. "Person" means any individual, firm, partnership, corporation, association or other entity of any nature, whether public or private.

2.18 Service Line. "Service Line" means any pipe, line or conduit used to provide water or sewer service from the main to a building. A service line is not the property of the District, and the District shall have no liability whatsoever in respect thereto from the point of, and including, the tap onto the main line.

2.19 Sewer Main. "Sewer Main" means any pipe, piping, or system of piping used as a conduit for sewer in the District's sewer system and owned by the District.

2.20 Shall - May. Whenever "shall" is used herein, it shall be construed as a mandatory direction; whenever "may" is used herein, it shall be construed as a permissible, but not mandatory, direction.

2.21 Superintendent. "Superintendent" means that person appointed by the District Manager to supervise the operation and maintenance of District facilities.

2.22 Tap or Connection. "Tap" or "Connection" means the connecting of the service line to the water or sewer system either directly to a main line, or stub out from the main line,



or indirectly through a private main line, which service line extends beyond the easement line or property line into the structure intended to be served, whether or not actually connected to the structure's water or sewer system.

#### 2.23 Tap and Connection Fee.

A. "Water Tap Fee" means the payment to the District and DWB of a fee for the privilege of connecting a particular use to the water system. The tap fee may also be known as a "Use Fee" and/or "Plant Investment Fee", and is dependent upon the impact of a use or expanded use.

B. "Sewer Tap Fee" means the payment to the District of a fee for the privilege of connecting a particular use to the sewer system. The tap fee may also be known as a "Use Fee" "Plant Investment Fee" and/or "System Development Fee", and is dependent upon the impact of a use or expanded use.

C. "Connection Fee" means the payment to the District of the cost for the actual physical connection by the District of a particular use to the water or sewer system. The connection fee is dependent upon the cost of making the actual connection.

2.24 Water Main. "Water Main" means any pipe, piping, or system of piping used as a conduit for water in the District's water system and owned by the District and maintained by the DWD.

2.25 Water System. "Water System" means any water main, line, appurtenances, accessories or portion thereof owned by the District and maintained by the Denver Water Department.

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

## ARTICLE III

### OWNERSHIP AND OPERATION OF FACILITIES

3.1 Responsibilities of District. Except as otherwise provided by these Rules and Regulations, the District is responsible for the operation and maintenance of the sewer and water systems, which operation and maintenance shall be carried out in a sound and economical manner, in accordance with these Rules and Regulations. It shall not be liable or responsible for inadequate treatment or interruption of service brought about by circumstances beyond its control.

3.2 Liability of District. It is expressly stipulated that no claim for damage shall be made against the District by reason of the following: Blockage in the system causing the backup of effluent; damage caused by "smoking" of lines to determine drainage connections to District lines; breakage of main lines by District personnel; interruption of water or sewer service and the conditions resulting therefrom; breaking of any service or collection line, pipe, cock, or meter by any employee of the District; failure of the water supply shutting off or turning on water; making of connections or extensions, damage caused by water running or escaping from open or defective faucets; burst service lines or other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or for turning it on, or from inadequate or sporadic pressures; or for doing anything to the systems of the District deemed necessary by the Board of Directors or its agents. The District shall have no responsibility for notification to customers of any of the foregoing conditions. The District reserves the right to discontinue temporarily service to any property at any time for any reason deemed necessary or appropriate by the Board of Directors. The District shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

3.3 Ownership of Facilities. Subject to any contractual commitments with the Denver Water Board or MDSDD #1 to the contrary, all existing and future main lines and treatment works connected with and forming an integral part of the water or sewer system and accepted for maintenance by the District shall become and are the property of the District, unless any contract with owner or customer provides otherwise. Said ownership will remain valid whether the main lines and treatment works are constructed, financed, paid for, or otherwise acquired by the District, or by other persons.

That portion of all existing or future service lines extending from the main line to each unit or building for

each customer that is connected with and forms an integral part of the District's water or sewer system, shall become and is the property of the customer. This principle shall not be changed by the fact that the District might construct, finance, pay for, repair, maintain or otherwise affect the customer's service line. The construction of any service line shall be done in compliance with Article VI of these Rules and Regulations. The customer's ownership of the service line shall not entitle the customer to make unauthorized uses of the District's systems once the service line has been connected to a District main line. All uses of the service line or any appurtenances thereto at any time after the initial connection to the District system shall be subject to these Rules and Regulations.

Notwithstanding the above, all water meters and shut-off valves shall become and are the property of the District. Said ownership shall remain valid whether the meters and/or shut-off valves are installed, financed, paid for, repaired or maintained by another person or whether the meters and/or shut-off valves are located on a privately owned and maintained service line.

3.4 Inspection Powers and Authority of District Agents. The Manager, Superintendent, District Engineer and Inspector, and other duly authorized employees of the District, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these Rules and Regulations. Failure to permit such inspections, observations, measurements, samplings and/or testings upon the request, in writing, of the Manager shall result in the immediate disconnection of service to the property of the party failing to permit such activity.

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

## ARTICLE IV

### USE OF SEWER AND WATER SYSTEMS

#### 4.1 Unauthorized Tampering with Systems.

4.1.1 No unauthorized person shall uncover, use, alter, disturb, or make any connection with, or opening onto, use, alter, or disturb the water or sewer system without first obtaining a written permit from the District. Unauthorized uses of the District's systems include, but are not limited to, an unauthorized turn-on or turn-off of water or sewer service, or a tampering or in any way modifying any meter, even though the same may be performed on a privately owned and maintained service line.

4.1.2 No person shall maliciously, willfully, or negligently, break, damage, destroy, uncover, deface or tamper with any portion of the District's system.

4.1.3 Any person who shall violate the provisions of this Section 4.1 may be prosecuted to the full extent of Colorado law.

4.1.4 Any person violating any of the provisions of these Rules and Regulations shall become liable to the District for any expense, loss or damage occasioned by reason of such violation, or for any fees or charges payable pursuant to paragraph 5.8 and upon non-payment thereof at the demand of the Manager, shall be assessed a penalty of \$1,000.00, which penalty shall be a lien upon the violator's property, as allowed by Section 32-1-1001, C.R.S., as amended, or a lien upon the property concerning which the violator was providing services at the time of the violation in question, whichever the Manager deems appropriate.

#### 4.2 Use of Sewer Sytem.

4.2.1 The customer shall notify the District prior to any change in the customer's equipment, service or use of the property served by the District and upon any change of ownership of the property. Each customer shall be responsible for the total cost of constructing and maintaining the entire length of the service line serving his property and/or any related service facilities, including but not limited to, lift stations. Service lines shall be constructed in accordance with these Rules and Regulations. Leaks or breaks in the service line shall be repaired by the property owner within seventy-two (72) hours of obtaining knowledge of a leak or from the time of notification of such condition by the District. If satisfactory progress toward repairing said leak has not been made within the same time period, the Manager shall shut off the service until

the leaks or breaks have been repaired; in addition, the District shall have the right to effect the repair, and the cost therefor shall constitute a charge of the District which is enforceable by a lien on and against the property of such customer, securing payment of such cost, as provided for by C.R.S. 32-1-1001.

4.2.2 No person shall discharge, or cause to be discharged, any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters to any sanitary sewer. No public or private swimming pool shall be connected with the sewer system without first obtaining a special permit therefor from the District, which permit shall define and specify the hour or hours during which water may be discharged from such pools into the sewer system and prescribe the fees and charges therefor, if any.

4.2.3 This subsection 4.2.3 of the Rules and Regulations together with the District's Industrial Water Control Resolution, a copy of which is attached hereto as Appendix C shall provide the basic policies of the District for classification of wastewater and for control of discharge of wastewater into the sewer system.

a. It shall be the policy of the District to classify wastewater into three main categories, termed "Normal Sewage", "Special Sewage" and "Prohibited Sewage", which are generally defined herein. The classification of wastewater shall be the responsibility of the MDSDD #1 and shall follow recommended procedures of the State Board of Health, and, subject to approval of the Board, shall be final and binding.

b. Normal Sewage shall mean sewage which can be treated by MDSDD #1 sewage treatment works without pretreatment and within normal operating procedures, and which, when analyzed, shows by weight a daily average of not more than 250 parts per million of suspended solids (SS) and not more than 250 parts per million five (5) day Biochemical Oxygen Demand (BOD).

c. Special sewage shall mean any sewage which does not conform to the definition for Normal Sewage, but which can be treated by the MDSDD #1 after pretreatment by the user or by utilization of special operating procedures by the MDSDD #1 at the sewage treatment works. No user shall discharge wastewater into the District's sewer system which does not comply with Paragraph 6.2.2 of the MDSDD #1 Regulations.

d. Prohibited Sewage shall mean any sewage which may reasonably be anticipated to have a deleterious effect upon the sewer system, or any persons or property, and therefore, in the opinion of the District, cannot be serviced by the District. Prohibited sewage shall include water injected into the sewer system by means of a drainage collection system. Said drainage water is detrimental to the sewer system since it

interferes with the District's volume capacity and with the biological process necessary to proper treatment. Other types of Prohibited Sewage includes any wastewater containing any material or substance which will cause the wastewater discharged by the District to MDSDD #1, to fail to comply with section 6.2.1 of the MDSDD #1 Regulations.

e. Testing and analyses shall be determined in accordance with "Standard Methods for the Examination of Water and Wastewater", latest edition, or by methods approved by the United States Environmental Protection Agency for NPDES permit reporting and the Colorado State Health Department.

4.2.4 No person shall discharge, or cause to be discharged, to the sewer system, any Special or Prohibited Sewage or any harmful waters or wastes, whether liquid, solid, or gas, capable of causing obstruction to the flow in sewers, damage or hazard to structures, equipment and personnel of the sewer system, or other interference with the proper operation of the sewer system.

4.2.5 The admission into the sewer system 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. Where necessary, in the opinion of the Board, the owner shall provide, at his expense, such pretreatment facilities as may be necessary to treat such Special Sewage prior to discharge to the sewer main. Grease, oil and sand interceptors of a design recommended by the Colorado State Board of Health shall be provided when, in the opinion of the District, and upon the advice of the District Inspector, they are necessary for the proper handling of Special Sewage or liquid wastes containing grease in excessive amount, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. Where installed, they shall be maintained by the owner, at his expense, in continuously effective operation at all times. Plans, specifications, and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the District and of the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where pretreatment facilities are provided for any Special Sewage, they shall be maintained continuously in satisfactory and effective operation by the owner, at his own expense.

4.2.6 When required by the District, 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. The manhole shall be installed by the customer and maintained at his expense. All measurements, tests, and analysis of the characteristics of water and wastes shall be determined in accordance with "Standard Methods for the

Examination of Water and Sewage", latest edition, or by methods approved by the United States Environmental Protection Agency for NPDES permit reporting and the Colorado State Health Department 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 downstream manhole in the sewer interceptor to the point at which the service line is connected.

#### 4.3 Use of Water System.

4.3.1 The District water system is billed, operated, and maintained by virtue of a full service contract between the District and DWB.

## ARTICLE V

### APPLICATION FOR SERVICE

5.1 Inclusions. Subject to the provisions of Section 5.2, service will be furnished subject to the District's Rules and Regulations and only to property included within and subject to the Rules and Regulations and taxation by the District. It shall be incumbent upon the applicant to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Satisfactory evidence shall consist of tax receipt, or certification in lieu thereof, received from and signed by the County Treasurer. A person owning land within or without the exterior boundaries of the District who desires service must include all of his land serviceable by the system contiguous to the parcel on which service is desired into the District. A formal request for inclusion within the District shall be made to the District, on its standard form, by the applicant, accompanied by a non-refundable payment of \$1,000.00 for legal fees and the estimated costs of publication. Any additional costs or legal fees which may occur shall be assessed and paid prior to approval from the Board. Until paid such costs and fees shall constitute a charge of the District and be enforceable by a lien upon the property in question.

5.2 Service Outside the District. No service shall ever be provided to property outside of the District, except upon the express written consent of the District. Charges for furnishing service outside of the District shall be at the discretion of the Board of Directors, but no service shall be furnished to property outside of the District unless the charge therefor equals at least the cost of service, including tap fees, plus estimated property taxes which would be generated by such property if it were a part of the District. In every case where the District furnishes service to property outside the District, the District reserves the right to discontinue the service when, in the judgement of the Board of Directors, it is in the best interest of the District to do so.

5.3 Application for Service. Application for service must be filed with the District on forms provided by the District and accompanied by appropriate fees prior to any action to connect to the system. Only upon authorized approval of the application and a receipt therefor may a connection to the system be made.

5.4 Denial of Application. The District reserves the exclusive right to deny application for service when, in the opinion of the Board, the service applied for would create an excessive seasonal, or other, demand on the facilities. Denial may also be based on an unresolved obligation between the District and the applicant, inadequate documentation of easements



for main lines serving the property, or any other reason as determined by the Board.

5.5 Cancellation of Application. The District reserves the right to revoke any prior approval of an application before service has been provided, and thereafter for any violation of the Rules and Regulation.

5.6 Moved or Destroyed Buildings. When buildings are moved or destroyed, the original tap authorization shall terminate and no credit shall be authorized for tap fees paid previously with respect to said building. However, with respect to the original building site, the original tap shall remain in good standing, providing uninterrupted payment of the District's minimum service charge (as the same may be amended from time to time) is made. If payment of the minimum service charge ceases for any reason, said tap shall be in violation of these Rules and Regulations and the tap shall be revoked. Non-payment within thirty (30) days of the billing shall be considered cessation of payment of minimum service charge.

5.7 Change in Customers' Equipment, Service or Use of Property. No change in the customer's equipment, service or use of property served shall be made without the prior notification of and approval by the District. Any such change which, in the opinion of the District, will increase the burden placed on the District's systems by the customer shall require a redetermination of the tap fee and monthly service charge, and a payment by the customer of any additional tap fee and monthly service charge resulting from the redetermination. Subject to 5.6 above, tap fees previously paid with respect to the property in question shall be credited against the redetermined tap fee so that only the unpaid portion of any redetermined tap fee shall be due; provided, however, that redeterminations resulting in a conclusion that the tap fee, if assessed currently, would be in an amount less than that originally paid shall not result in a refund or credit of any kind to the customer.

5.7.1 Any violation of this section shall result in the assessment of an unauthorized connection fee, as provided by Section 5.8 of these Rules and Regulations, and the District shall take those steps authorized by these Rules and Regulations and Colorado law regarding the collection of said fees.

5.7.2 Any customer believed to have changed equipment, service, or use of his property, in violation of this section, shall be notified of such belief by the District, and shall be notified of the District's intent to assess any additional tap, service or unauthorized connection fees, and shall be afforded twenty (20) days from the date upon which the notice is mailed in which to respond to the District's notice. Failure to respond as required herein within the twenty (20) day period shall be deemed to establish the District's belief concerning the nature and extent of the change, and such

additional tap, service and unauthorized connection fees are deemed appropriate by the District shall be assessed against the property in question and shall be collected as provided under these Rules and Regulations and Colorado law. To defer the collection of said fees, and as a prerequisite to the Right to Hearing as provided for and described in Article IX of these Rules and Regulations, any response by the customer must, in addition to being provided in ten (10) days, include permission to make such inspection of the property in question as the District Manager or his representatives deem necessary to clearly establish the nature of equipment, service and use of the property in question.

5.8 Tap Expiration. Expiration of water taps is governed by the tap allocation and purchase policies of the Denver Water Board, as they may exist from time to time, which are adopted and incorporated herein by reference.

5.8.1 Sewer taps must be activated within one year of their issuance or they will automatically expire.

5.8.2 Any tap fees paid for expired water or sewer taps will not be refunded.

5.9 Unauthorized Connections and Fees. No person shall be allowed to connect onto the sewer or water systems to enlarge or otherwise change equipment, service or use of property without prior payment of tap fees, approval of application for service, and adequate supervision and inspection of the tap by District or DWD employees. Any such connection, enlargement, or change shall be deemed an unauthorized connection. Upon the discovery of any unauthorized connections, the then-current tap fee shall become immediately due and payable, and the property shall automatically be assessed an unauthorized connection fee. The unauthorized connection fee is an amount equal to twice the then-current tap fee that would be due for such property. The District shall send written notice to the owner(s) of the property benefitted by such connections stating that an unauthorized connection has been made between the owner(s)' property and the District facilities. Such notice shall, in addition to demanding payment of the unauthorized connection fee, contain the same information required by Section 5.9 of these Rules and Regulations and constitute a Notice of Revocation. The owner(s) shall then have twenty (20) days from the date the notice is mailed to pay the then-current tap fee. If the fee is paid within the twenty (20) day period, the unauthorized connection fee shall be waived by the District. In the event the then-current tap fee is not paid within the twenty (20) day period, service to the property may be immediately disconnected, subject to the provisions of Article IX of these Rules and Regulations. Once discontinued, service may be returned to the property only upon receipt by the District of both the unauthorized connection fee and the then-current tap fee, and any turn-on/turn-off fees, service charges or any other charges that

may be due. The District also reserves such rights of foreclosure as may be provided by law for the collection of unpaid fees and charges of the District.

5.10 Revocation of Service. Service shall be revocable by the District upon non-payment of any valid fees or charges owing to the District. In the event of non-payment, the customer shall be given not less than twenty (20) days advance notice in writing of the revocation, which notice shall set forth:

- a. The reason for the revocation;
- b. That the customer has the right to contact the District, and the manner in which the District may be contacted for the purpose of resolving the obligations; and
- c. That there exists an opportunity for a hearing in accordance with Article IX of these Rules and Regulations.

If the obligation is not resolved within the twenty (20) day period, service to the property shall be revoked by blocking or disconnecting the appropriate line serving the property. The cost of disconnection shall be assessed against the customer and shall constitute a perpetual lien against the property. The customer may request a hearing in accordance with Article IX of these Rules and Regulations.

If payment of the outstanding obligation or a request for a hearing with the accompanying deposit is not received by the District within twenty (20) days of the date of mailing of the revocation notice, the Manager shall disconnect the service and the customer shall be assessed the cost of the disconnection. Deposit for service, if any, shall be applied against the outstanding obligation.

5.11 Revocation of Tap Rights. The right to connect to the District's system and receive services under Section 5.3 above, shall be revocable by the District upon non-payment of any District fees owing to the District and remaining unpaid for a period of ninety (90) days, and whether or not the customer owning the right to connect has actually connected to the District's system. Such revocations shall be conducted in accordance with Section 5.9 above. If the right to connect to the District's system is revoked, the customer may reacquire such tap rights only by reapplying for service in accordance with Section 5.3 above and after paying all fees due and owing the District and the then-current tap fees charged by the District under these Rules and Regulations.

5.12 Turn-ons/Turn-offs of Service. All turn-ons and turn-offs of water or sewer service through a shut-off valve on a service line that has been connected to the District's water or sewer system pursuant to a written permit issued by the District shall be performed only by District personnel regardless of the

ownership of the shutoff valve or service line and regardless of the circumstances respecting the turn-on or turn-off. The District shall assess a single turn-off/turn-on charge in the amount of \$100 for any such turn-off and turn-on performed except when the service is performed for customers requiring maintenance to their service line, in which case there shall be no charge. Except for those turn-offs/turn-ons specifically provided for by Section 8.6 of these Rules and Regulations, the District will provide this service only for (1) a tap for new construction, one time prior to the occupancy of the building served, and (2) for customers requiring service to be turned off for maintenance of a service line. All other requests for a turn-off or turn-on of District service may be granted or denied by the Manager in his/her sole discretion. Violation of this section and/or failure to pay the \$100 fee shall result in the assessment against the property served of a penalty of \$1,000, in addition to the turn-on/turn-off fee, and in addition to the penalties provided for unauthorized tampering with the District's system in Section 4.1 of these Rules and Regulations.

5.13 Subject to Applicable Provisions of Denver Water Department. District policies regarding water service, tap fees, and application for water service shall be subject to applicable provisions of rules and regulations of the Denver Water Department.

## ARTICLE VI

### CONSTRUCTION OF SERVICE LINES

6.1 Compliance with Rules and Regulations. The requirements of these Rules and Regulations, and Appendix A attached hereto, are applicable to the construction of all service lines.

6.2 Inspection and Tapping Charges. All taps made and all service lines constructed shall be inspected by a representative of the District. All water service lines are to be tested under normal operating pressure. Constructors of service lines shall call the Engineer for an open ditch inspection of all service lines. There shall be a charge for all inspections as determined from time to time by the Board. Further information regarding inspections and the charges for inspections may be obtained at the District office.

6.3 Separate Service Lines Required. With the exception of duplexes, a separate and independent service line shall be provided for every building, and shall be installed at the expense of the property owner. Existing service lines may be used in connection with new buildings only when found, on examination by the Engineer, to meet all requirements of these Rules and Regulations. There shall be a minimum of one water meter installed for each separate building served. A curb stop shall be located at the property line on all service lines. Each half of a duplex shall have a curb stop at the property line and shall have a separate water meter and service line. The Board may, in the exercise of its sole discretion, provide an exemption from the above requirements for buildings that are part of a condominium or homeowners association. In such a case, the District shall bill the association for service charges assessed by the District for water and sewer usage in the association.

6.4 Construction and Connection. Construction and connection of all service lines shall be done by plumbers licensed in accordance with the Technical Plumbing Code of the State of Colorado, and authorized by the Manager to do work in the District. The applicant for the connection permit shall notify the Engineer when the service line is ready for inspection and connection to the District's main. The connection shall be made by authorized bonded plumbers or pipe layers under the Engineer's supervision, but plumbing contracted for by a licensed master plumber may be performed by him through journeymen plumbers or apprentices under his direction. All contractors, plumbers, and others doing work on any main, service lines, or structures in the District shall comply with County, State, or local regulations on excavation, backfill, compaction, and restoration of surfacing. All permits, fees, and licenses shall be paid for by the contractor, plumber, or others doing work in the District, prior to the start of construction. All

excavations for service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the Engineer. All inspection fees on service construction required by any governmental agency, including the District, shall be paid by the plumber, contractor, or others doing work for the District.

6.5 Revocation of Plumber's Authorization. The violation of any of these Rules and Regulations, or the District's specifications, shall constitute sufficient grounds for revocation of the authorization to do work in the District. Whenever it appears a violation has been committed, the plumber shall be sent a written notice. Work performed through journeymen plumbers or apprentices shall not relieve the authorized plumber from any responsibility.

## ARTICLE VII

### MAIN LINE EXTENSIONS

7.1 Compliance with Rules and Regulations. The requirements of these Rules and Regulations, including Appendix B attached hereto, are applicable to the construction of all main line extensions.

7.2 Main Line Extensions by the District. The District has the right to construct all main lines within the District. Developers who desire to construct such main lines prior to the date planned by the District for their construction may do so as provided in Section 7.4 herein.

7.3 Procedure for Main Line Extension By the District. The District may construct any main line if the Board deems it in the best interest of the District to do so, under such terms and conditions as shall be determined by the Board of Directors.

7.4 Procedure for Main Line Extension by Developers. The District has no obligation to extend any main line. In the discretion of the Board, the Board may permit a developer (applicant) to construct, at the sole expense of the applicant, main lines prior to their construction by the District. The applicant shall enter into a written line extension agreement with the District, an example of which is attached hereto as Appendix D. The District assumes no responsibility for the processing of, or decision not to process, an application for main line extension before the Colorado Department of Health or any other agency. The decision to process or not to process such application rests solely with the applicant, and the District assumes no responsibility or liability for that decision.

7.4.1 All applicants desiring to construct a main line within the District shall first make formal application to the Board for approval. This application shall be in writing, and shall contain a legal description of the property to be served by the main line and the information requested in Appendix B. The staff shall then submit the recommended plans, with appropriate documentation, to the Board for final approval. Said plans shall be reviewed for compliance with the District's specifications attached hereto as Appendix "B", and with other specifications and requirements appropriate to the situation. The cost of such study for compliance shall be borne by the applicant.

7.4.2 Prior to the execution of the line extension agreement with the District, applicant shall deposit with the District an amount sufficient to compensate the District for engineering fees, legal fees, and other costs, except direct construction costs, anticipated to be incurred by the District as a result of the application and the construction of the the main

line. This amount shall be a minimum of \$1,000.00, but may be a greater sum if the Board determines that a greater sum is necessary.

7.4.3 All contracts entered into by applicant for construction of any part of a main line shall be assignable to the District. All such contracts that an applicant proposes to assign to the District shall include performance and payment bonds to be issued by the contractor to the District pursuant to C.R.S. Sections 38-26-105 and -106, as amended. Said bonds shall be at a minimum equal to the contract price for the construction contracted for by the applicant. All main lines shall be constructed according to applicable District, County, and State specifications. All main line extensions within the District shall be made under the supervision of the District engineer at the applicant's expense. Similarly, all inspection fees on mains required by any governmental agency, including the District, shall be paid by applicant.

7.4.4 Special structures such as pumping stations, pressure reducing valves, meter vaults, etc., required to ensure proper operation of the extensions, shall be constructed from designs of the Board's engineers or such other engineers as may be approved by the Board.

7.4.5 The applicant shall be responsible for oversizing main line extensions as required by the District.

7.4.6 Applicants who have completed construction of main lines shall, before the main lines are accepted by the District, deed the main lines and appurtenances to the District, free and clear of all liens and encumbrances, and furnish to the District bonds which shall cover all maintenance for a minimum of one (1) year from the date of acceptance of the main lines by the District. Prior to the acceptance of the main lines by the District, the applicant shall provide the District with (1) all necessary easements accompanying the main lines, (2) one set of reproducible as-built drawings, and (3) a statement of the certified costs of the main lines.

7.4.7 The District shall, in its sole discretion, determine if and when reimbursement may be made for main line extensions and the terms of any such reimbursement.

7.5 Main Line Sizes. The size of the main line required to serve any area served by the District shall be determined by the District.

7.6 Locations of Main Line Extensions. Main lines shall be installed in roads or streets which the County, State, or other public agency has accepted for maintenance as a public right-of-way, as well as in easements granted to the District. Where required facilities must cross land not being subdivided, or where such land is under the applicant's control for the



granting of public rights-of-way, each applicant who desires service will, in consultation with, and with the approval of the District, plat and grant to the District appropriate rights-of-way and easements in which such facilities will be constructed.

## ARTICLE VIII

### RATES AND CHARGES

8.1 General. The information contained in this Article is pertinent to all charges of whatever nature to be levied for the provision of sewer and/or water services. Said rates and charges as herein established are in existence and effect at this time, and 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 at any time modifying rates and charges, or from modifying any classification.

8.2 Application of this Article. The rates, charges, and information shown herein shall apply only to customers inside the District, and shall in no way obligate the District with respect to services provided outside the District boundaries.

8.3 Classification of Customers. For the purpose of levying fair, reasonable, uniform, and equitable charges, the following classifications and related definitions are provided:

8.3.1 "Residential Unit". Any dwelling unit with kitchen. A kitchen is defined as including, but not limited to, hot and cold water, stove and/or microwave and/or hot plate, sink, and refrigerator. Examples: detached residences, condominiums, townhouses, apartments, duplexes, triplexes, mobile homes. Any residential unit with two kitchens constitutes two residential units.

8.3.2 "Hotel/Lodge/Motel/Accommodation Unit". Includes any of the following:

8.3.2.1 "Efficiency Room": a single room with a bathroom and with or without kitchen.

8.3.2.2 "Room": Rooms with or without bathroom but without kitchen.

8.3.2.3 "Accessory Area": Accessory area such as lobbies, mechanical room, convention center, ballroom, auxiliary dining room, guest recreational facilities in a hotel/lodge, and corridors. Excludes restaurants, bars, stores, offices, etc.

8.3.3 "Commercial-Heavy Service". Restaurants, bars, laundries, convenience stores (i.e., 7-11, Food & Deli, Shortstop); fast food services (i.e., McDonalds, Wendy's, Burger King, etc.); and athletic facilities (includes area of all indoor facilities except covered tennis courts, racquetball courts, and exercise room).

8.3.4 "Commercial-General Service". Auto dealers, barber and beauty shops, grocery stores (i.e., City Market Safeway), offices, clinics, public institutions (other than hospitals and schools), stores, game arcades, movie theaters.

8.3.5 "Commercial-Industrial and Accessory Area Service". Warehouses, freestanding public restrooms (for example, those located in public parks, golf courses, etc.), covered malls, covered pedestrian areas, covered storage areas, covered tennis courts, racquetball courts, and exercise rooms, lobbies, mechanical room, convention center, ballroom, auxiliary dining room, guest recreational area facilities in a hotel/lodge, corridors. Excludes restaurants, bars, stores, offices, etc.

8.3.6 "Other Uses". Car washes, factories, manufacturing plants, service stations, hospitals, schools, and other non-conforming uses.

8.4 Tap Fee. A tap fee shall be charged to all customers of the District. Such fee is a privilege of service fee, which shall be assessed and paid before the permit for service is issued. Tap fees shall be assessed as provided for in the schedule of fees and charges attached hereto as Appendix "E"; provided, however, that:

a. Tap fees may be prepaid, and tap permits issued, anytime in advance of connection, in which case the commencement of service charges shall be governed by Section 8.6 of these Rules and Regulations.

b. The fees and charges reflected in Appendix "E" are based upon factors of usage and physical structure, and upon the application by the Manager of the District of those factors to the facts and circumstances surrounding the application.

8.5 Transfer of Tap Fees. No tap fee paid on behalf of one property, or any portion thereof, may be transferred to any other property unless:

8.5.1 The owner requesting the transfer is the common owner of the property for which the tap fee has been paid and the property to which the transfer of the tap fee, or portion thereof, is being requested.

8.5.2 The owner requesting the transfer has no outstanding unpaid accounts with the District and has previously maintained a good credit record with the District.

8.5.3 The property to which the tap fee initially applied has never been connected to the District's system.

8.5.4 The owner requesting the transfer shall pay to the District the difference between the tap fee which would otherwise be charged on the date the transfer is requested for the property to which transfer is being sought, and the tap fee previously paid, but in no event shall the District make a credit or refund. In the event an owner transfers only a portion of the total sum previously paid as a tap fee, the owner shall retain a credit, subject to the provisions of Section 5.12, for any nontransferred portion of the previously paid fee.

8.5.5 Any approval of a request for a transfer of a tap or fees shall be in the sole discretion of the District.

8.6 Service Charge. Service charges shall be as reflected in the Schedule of Fees and Charges attached hereto as Appendix "E". Service charges will begin upon connection to the system.

Monthly service charges shall be suspended during any month(s) in which service through a newly constructed tap to a building prior to its occupancy has been turned-off in accordance with Section 5.11 of these Rules and Regulations.

8.7 Amended Tap Fees. In those situations where a prospective user applies for a permit for service to a structure or use not defined in the preceding Article; or where, in the Board's opinion, said structure represents a classification not contemplated in the establishment of the previously defined tap fees, the Board shall, in its sole discretion, establish a reasonable and equitable tap fee for said structure.

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

8.9 Payment of Service Charges. It is the policy of the District to bill all minimum monthly service charges in advance; charges for water usage in excess of the allotted usage for such minimum payments shall be billed after the close of the month. When a condominium or homeowners' association exists for a number of units receiving service from the District, said association shall receive an invoice for all units serviced by the association. In no instance shall the District bill individual owners within an association. The District shall have the right to issue only one bill for a multi-unit structure or development. Any structure with more than one living unit off the service line, which is not separately metered, shall establish one responsible party for water and sewer bills.

The customer shall pay to the District, within ten (10) days after the postmarked date shown on the envelope for said statement, the full amount of that statement. Where the customer

believes said statement to be in error, the customer must file, in writing, a notice to the District of the presumed error, and request a clarification from the Manager. Upon review by the Manager, and resubmittal and/or revision of the statement, payment shall be due no later than ten (10) days from the postmarked date of the resubmitted statement.

8.10 Penalites for Late Payment. At any time the customer is twenty (20) days tardy in payment of any charges due the District, the District shall have the right to assess an interest charge at a rate of one percent (1%) per month on the unpaid balance. The District shall further have the right, in its sole discretion, to terminate service to any customer who becomes thirty (30) days or more tardy in payment for scheduled service, following the opportunity for a hearing as outlined herein.

The District has the right to assess to any customer who is tardy in payment of his account, all legal, court, disconnection, and other costs necessary to or incidental to the collection of said account.

8.11 Penalties for Foreclosure Proceedings. At any time it becomes necessary for the District, following efforts to collect tardy payments of any fee or charge assessed by the District under these Rules and Regulations and/or Colorado laws, to initiate foreclosure proceedings as allowed by Section 32-1-1001(1)(j), C.R.S. 1973, as amended, the District shall in each such case assess a foreclosure fee against the subject property in the amount of \$3,000, which fee shall be payable in full upon assessment and shall be included in the amount then being foreclosed. Payment of said foreclosure fee and any and all other fees outstanding against the subject property shall be a precondition to the resumption of service to that property.

## ARTICLE IX

### HEARING AND APPEAL PROCEDURES

9.1 Application. The hearing and appeal procedures established by this Section shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the District, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this section shall not apply to the following complaints:

a. Complaints arising out of the interpretation of the terms of District contracts.

b. Complaints which arise with regard to personnel matters, which complaints shall be governed exclusively by the District's personnel rules as the same may be amended from time to time.

c. Any other complaint which does not concern the interpretation, application, or enforcement of the Rules and Regulations of the District.

9.2 Initial Complaint-Resolution. Complaints concerning the interpretation, application, or enforcement of Rules and Regulations of the District must be presented to the Manager, or such representative as he may designate. Upon receipt of a complaint, the Manager or his representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within twenty (20) days after receipt of the complaint.

9.3 Formal Hearing. In the event the decision of the Manager or his representative is deemed unsatisfactory to the complainant, a written request for formal hearing may be submitted to the Manager or such hearing officer as the Manager may appoint within twenty (20) days from the date written notice of the decision was mailed. A deposit of \$250.00 shall be made with the District along with the request for the hearing. This amount shall be retained by the District to cover the costs of the hearing until the final decision following such hearing. The amount shall be refunded to the customer if the Manager renders a final decision in favor of the customer.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Rules and Regulations have been met, the Manager or hearing officer shall conduct a hearing at the District's convenience but in any event not later than twenty (20) days after the receipt of the request for formal hearing. The formal hearing shall be conducted in

accordance with and subject to all pertinent provisions of these Rules and Regulations.

9.4 Conduct of Hearing. At the hearing, the Manager or hearing officer shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any person of his choice or by legal counsel.

The complainant or his representatives and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Manager or hearing officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

The Manager or hearing officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Rules and Regulations that are the subject of the complaint. The decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

9.5 Findings. Subsequent to the formal hearing, the Manager or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereof to the complainant not later than fifteen (15) days after the date of the Formal Hearing.

9.6 Appeals to the Board. In the event the complainant disagrees with the findings and Order of the District, the complainant may, within twenty (20) days from the date of their mailing, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. In response the District shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the Formal Hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, (3) a copy of the written findings and Order, and (4) additional written comments which the Manager or District may wish to submit in response to the written request for appeal. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there

shall be no right to a hearing de novo before the Board of Directors.

9.7 Board's Findings. The Board of Directors shall make written findings and an Order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be sent by certified mail to the complainant within thirty (30) day after the hearing. The Board of Directors will not reverse the decision of the Manager or hearing officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

9.8 Notice. A complainant shall be given notice of any hearing before the Manager, the hearing officer, or before the Board of Directors, by certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant request or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.



APPENDIX A  
SERVICE LINES  
LOCATION CRITERIA

WATER:

Water service shall be located a minimum of 10 feet from sewer service, and will be generally located on the uphill side of the sewer service. Service lines shall be installed in a continuous straight line and shall enter the property a minimum distance of 5 feet from the nearest lot corner.

Water service lines shall be installed in accordance with the Operating Rules of the Denver Water Board.

SEWER:

Sewer service shall be located a minimum of 10 feet from water service, and will be generally located on the downhill side of the water service. Service lines shall be installed on a continuous straight line and grade, except that one horizontal bend will be allowed.

Sewer service lines shall be installed in accordance with the City and County of Denver Wastewater Management Division's Sanitary Sewer Design Technical Manual.

APPENDIX B  
MAIN EXTENSIONS

APPLICATION PROCEDURES

The engineering design and construction portions of the extension applications shall include the following considerations:

- (a) An initial submittal by the Applicant including an overall or master plan showing the area to be developed and any other adjoining proposed developments by the Builder, a preliminary plat of the subdivision, lists of all properties to be served, building or zoning types and plan sites, proposed main sizes and all taps, if known, to be made on the proposed extension.
- (b) The District returns to the Applicant its requirements for:
  - 1. Points of connection to existing facilities.
  - 2. Sizes on mains to be installed.
  - 3. Locations of mains to be installed.
  - 4. Special features such as in-line valves, pressure regulating valves, air release and vacuum relief valves, blow-offs, manholes, backflow prevention devices, etc.
  - 5. Acceptable main materials.
- (c) The Applicant will then submit final plans prepared by, stamped by, and signed by his Professional Engineer for checking by the District and in the case of water plans, transmittal to Denver Water Board. This submittal will contain all of the items enumerated in the procedures as established in these Standards including detailed plans and specifications, recorded plat, Fire Department requirements for hydrants, easements, rights-of-way, permits applications and fees.

WATER MAIN EXTENSIONS

The District Engineer will check all submittals for general conformance with the Districts regulations, and then transmit the drawings to the Denver Water Board for review and approval.

The applicant shall comply with the Denver Water Board's Operating Rules.

## SANITARY SEWER EXTENSIONS

The District Engineer will check all submittals for conformance with these Engineering Standards and other applicable rules and regulations and either approve the submittal for bidding or return it to the Applicant for correction. The District Engineer's check of submittals will in no way relieve the Applicant from responsibility for errors, nor relieve the Applicant of his obligation for compliance with the District's Standards, County or State Standards and other applicable rules and regulations.

Prior to start of construction, the applicant shall hold a preconstruction conference to be attended by representatives of the following: Applicant, Contractor, Professional Engineer who designed the main extension, District Manager and District Engineer. The purpose of the meeting shall be to discuss the construction project, scheduling and to define responsibilities for the personnel involved in the project.

Following the preconstruction conference, the Design Engineer shall make any revisions to the drawings agreed to at the preconstruction conference and submit the desired number of sets (not less than four) of drawings to the District Engineer for final review and approval. Three approved sets of drawings will be retained by the District and the remaining approved sets will be returned by the Applicant.

All sewer line materials and construction methods shall be in conformance with the City and County of Denver Wastewater Management Division's Sanitary Sewer Design Technical Manual except as hereinafter modified. All references to the "Division" shall be considered as references to the "District".

## INSPECTION

Installation of all new facilities in the District shall be inspected and approved by an Inspector, who is authorized by and working for the District in the case of sewer lines, or the DWD in the case of water mains.

The Inspector shall ensure that the provisions of the Engineering Standards are carefully complied with especially with regard to the quality of workmanship and materials. Problems which may require sound field judgment, in lieu of strict interpretation of the Engineering Standards, shall be resolved by the Designing Professional Engineer and the Contractor to the satisfaction of the Inspector.

The Inspector shall have access to all work and shall arrange with the contractor to be present during testing as well as any other phases of construction as the Inspector may deem necessary. Any work done in the absence of the Inspector, and buried in violation of his orders that it be left visible for

inspection, shall be excavated for thorough inspection if so ordered by the Inspector. Any such excavation shall be at the expense of the Contractor.

All work shall be performed in accordance with accepted workmanship practices and Engineering Standards. Any work not accepted by the Inspector shall be redone until compliance with these Engineering Standards is achieved. The Inspector shall not supervise nor set out work nor give line and grade stakes, nor shall he undertake any of the responsibilities of the Contractor, Subcontractors, or Contractor's Superintendent.

All appropriate permits and approval plans shall be on the jobsite and shall be checked by the Inspector before starting construction.

All materials used shall be subject to the inspection and approval of the Inspector at all times. The Inspector has the right to perform any testing deemed necessary to insure compliance of these materials with these Standards. No material shall be used before being inspected and approved by the Inspector. Failure or neglect on the part of the Inspector to condemn or reject inferior materials, or work, shall not be construed to imply their acceptance should their inferiority become evident at any time prior to one year after final acceptance of the work. Materials rejected by the Inspector shall be immediately removed from the jobsite.

After receipt of approved plans from the District Engineer, the Contractor shall notify the District Engineer at least 24 hours prior to starting construction. No construction shall commence within 24 hours of receipt of approved plans.

#### CONTRACTORS

No work shall commence until the preconstruction meeting has been held and the Contractor has an approved set of plans and specifications in his possession. All work shall be performed in strict compliance with the approved plans and specifications and shall be inspected and approved by the District.

Contractors performing all work in the District shall be competent, licensed by the District and have adequate manpower and equipment to accomplish the work in accordance with these Engineering Standards.

The Contractor and his Surety on the Performance Bond shall be jointly responsible for a period of one (1) year following the final acceptance of all work performed for the satisfactory repair or replacement of all work, materials, services and equipment which may become defective during this period, as a result of faulty materials, faulty installation, or

improper handling of material and equipment installed by the Contractor.

#### SPECIAL CONDITIONS

When applying for a main extension, special conditions that involve other agencies, i.e., Highway Department, Public Service Company, Telephone Company, County, etc. may exist. All conditions of other agencies must be satisfied. All designs, drawings and calculations submitted to another agency shall also be submitted to the District Engineer for approval. Should a conflict in the plans and specifications occur between the District and the other agency, the more stringent plans and specifications yielding a higher quality product shall prevail.

#### INSPECTION AND REVIEW FEES

The Applicant who is submitting construction plans for review shall pay to the District such fees as are currently adopted by the District. Fees include a plan review fee and an inspection fee. In addition, fees shall be paid for other special requirements such as compaction tests, concrete cylinder tests and any other laboratory or field tests that are reasonable and appropriate to ensure quality of construction.

## APPENDIX E

### Schedule of Fees and Charges

Fees and Charges: The District may from time to time impose or adjust water tap fees, sewer tap fees, and other rates, charges, fees which are determined by the Board of Directors in its sole discretion as being necessary and proper to provide adequate funding to operate the District. Such rates, charges, and fees shall be used for, but not necessarily limited to, operation and maintenance of the District's systems of piping, lift stations, and all appurtenances, payment of debt service, system improvements and payment of all other District expenses.

Tap Fees: The District may from time to time impose or adjust water and sewer tap fees which are determined as being necessary to provide the facilities needed to provide service to new customers.

Tap fee revenue may be used for, but not necessarily limited to, payment of debt service, system improvements or replacements, accumulating funds for payment of future identified projects, and any other good and proper system-related expenditures.

Water Tap Fee: The Board of Directors has established the following schedule of water tap fees:

<u>Tap Size - Inches</u>	<u>Tap Fee</u>
3/4	\$ 350.00
1	700.00
1 1/2	1,400.00
2	2,800.00
3	6,300.00
4	12,600.00

The District tap fee does not include charges or fees which may be imposed by the Denver Water Department or others.

Sewer Tap Fees: The District has established the following sewer tap fees:

(A) Single Family Equivalent (SFE): The tap fee for each SFE is \$950.00.

Each SFE is assumed to consist of a maximum of 20 fixture units as determined using the Universal Plumbing Code.

(B) Other Than Single Family: \$950.00 for the first 20 fixture units or portion thereof; plus \$950.00 for each additional 20 fixture units or a portion thereof.

The number of fixture units will be determined by the District engineer or manager.

(C) Tap Fees by Others: Metropolitan Denver Sewage Disposal District No. 1 (Metro) [Sections 509 and 510 of Service Contract and Schedule "C"].

Single Family residential dwellings including each unit in a multi-family structure and each space in a mobil home park: \$920.00 (effective 1/1/88).

Other taps not determined as a Single Family Residential Dwelling will be assessed per the following:

<u>Water Service Tap Size - Inches (exclusive of fire protection and irrigation)</u>	<u>Single Family Equivalent Multiplier</u>
3/4	1
1	1.9
1 1/2	4.4
2	8.1
3	19.0
4	35.0

#### Service Charges

Water: The District has entered into a Total Service Contract with the Denver Water Department ("Denver") under which Denver reads each individual water meter and bills each customer directly.

#### Sewer:

Single Family Residential: The District renders a billing to each Single Family Residential customer on a calendar quarter basis. It is the Board's intent that the revenues generated by direct billing offset the expense of wastewater transportation and treatment as provided by the Metro District. Direct billing charges may be adjusted from time to time as Metro adjusts its charges to the District.

Quarterly sewer treatment rate effective January 1, 1986, payable in advance, is \$23.33 per calendar quarter.

Other Than Single Family Residential: Charges for customers other than Single Family Residential shall be \$23.33 per quarter for each 20 fixture units or a portion thereof (effective January 1, 1986). Fixture units are determined at the time of establishing the District tap fee.

Special Cases: When it is determined that the billing rate(s) established above do not adequately reimburse the

District for flows and loadings (flow, BOD and SS) contributed by a specific customer; the Board in its sole discretion may establish charges sufficient so that such special customers pay their proper share of treatment costs.

The Board has made the following determination:

Cottonwood Elementary School      15 SFE's

Special Treatment Charge: Should a customer contribute sewage strength in excess of normal domestic wastewater, as determined by Metro, the Board shall impose a special treatment charge adequate to reimburse the District the cost for treatment of such non-domestic strength wastewater.