

AMENDED AND RESTATED RULES AND REGULATIONS

ADOPTED & EFFECTIVE: March 12, 2026



**EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
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EAST CHERRY CREEK VALLEY WATER AND SANITATION

DISTRICT RULES AND REGULATIONS

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ARTICLE I

GENERAL

1.1 General Purpose and Authority

The purpose of these Rules and Regulations is to provide for the orderly construction, management, operation, and control of the public utility systems, facilities, and improvements of the East Cherry Creek Valley Water and Sanitation District, including additions, extensions, and connections thereto. The District is a governmental entity and political subdivision of the State of Colorado and a body corporate with all powers of a public or quasi-municipal corporation which are specifically granted or implied for carrying out the objectives and purposes of the District.

These Rules and Regulations are promulgated and adopted pursuant to the provisions of Section 32-1-1001(1)(m), Colorado Revised Statutes, as amended from time to time. The Board of Directors of the District has determined to adopt these Rules and Regulations in order to assist the District, the public, the District's Manager, Employees, Consultants, and Contractors in implementing the decisions and policies of the Board. Any Person desiring to use the District's Facilities shall comply with these Rules and Regulations. The District's Manager, Employees, Consultants, and Contractors shall utilize these Rules and Regulations as a tool for assuring proper treatment of Persons within the District and fair responses to issues which confront the District. The District's Manager, Employees, or Consultants shall provide copies of these Rules and Regulations to any Person who requests them. No Person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with policies and standards of the District contained herein, and in amendments or supplements hereto.

1.2 Description of the District

The District is a quasi-municipal corporation and political subdivision of the State of Colorado that was organized with the authority to provide certain services to Developers, Owners, and Customers within the Service Area of the District. The District derives its power from the Special District Act, Sections 32-1-101 *et seq.*, Colorado Revised Statutes, and the Statement of Purpose of the District, as the same may be amended from time to time.

1.3 Public Health, Safety and Welfare

It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the Customers of the District.

1.4 Scope of Rules and Regulations

These Rules and Regulations shall be treated and considered as new and comprehensive regulations, governing the operations and functions of the District and shall superseded all previously adopt of the District rules and regulations and practices and policies of the District, which prior rules and regulations and practices and policies may be in conflict with the provisions hereof. These Rules and Regulations include and incorporate all attached appendices, as same may be amended from time to time.

1.5 Conflicts

In case of any conflict between any provision of these Rules and Regulations, the District shall be entitled to resolve such conflict in its own favor at the District's sole discretion, it being the intention of the Board that these Rules and Regulations shall be construed or interpreted by the District in such manner so as to maximize the ability of the District to govern and manage the District and its facilities.

The District has attempted to articulate herein its rules, regulations, and policies for the provision of public services and facilities, and for management and operation of the District. From time to time, the Board may adopt policies reflected in the minutes of meetings for the District or reflected in resolutions of the Board. To the extent any policy found in minutes of District meetings which pre-date and conflict with any resolution of the Board, the resolution shall be deemed to supersede the minutes, unless the Board determines otherwise after such conflict is brought to the attention of the Board. To the extent policies found in minutes of meetings post-date resolutions of the District and conflict with such resolutions, the policy stated in the minutes shall be binding unless the Board determines otherwise after such conflict is brought to the attention of the Board. The District shall have the right, at all times, to repeal and re-enact policies and resolutions of the Board unless any resolution specifically states that it is not subject to repeal and such statement is found to be enforceable.

1.6 Availability of Service

Water and sewer service from the District shall be available in accordance with these Rules and Regulations and on the basis of the fees, rates, and charges imposed by the District from time to time and subject to all penalties and charges for violation thereof, or any statutes applicable and subject to availability of facilities and adequate capacity in those facilities.

1.7 Notice to the District by Owners and Customers

It shall be the responsibility of each Owner and Customer to immediately notify the District of any change in the use or user of the water supplied through the Owner's tap, including but not limited to, a change of lessee or land use designation.

In response to a request by the District, each Owner shall provide the District with a certification listing all current tenants of the property. The list shall indicate whether any of the tenants' discharge to the sanitary sewer system has materially changed from the previous year and shall be signed by a responsible party for each tenant. Each Owner and Customer will be periodically required to complete a survey or form to assure compliance with the District's Pretreatment Program.

1.8 Rules and Regulations of Other Governmental Entities

Notwithstanding any other provision of these Rules and Regulations, the Rules and Regulations of any political subdivision receiving service from the District to the extent they are more restrictive, shall apply.

No Person or entity shall discharge any pollutant in violation of any applicable regulation, including maximum pollutant levels, established by any local, state, or federal agency, including but not limited to the Colorado Department of Health and Environment, the Water Quality Control Commission, and the Environmental Protection Agency, as the same may be amended from time to time. If, as a result of any such violation, the District is subject to any civil or

criminal liability, any fines, fees, penalties, or other costs assessed against the District and any costs incurred by the District to defend against such liability, including but not limited to legal, engineering, and administrative fees, shall be owed and paid to the District by such violator.

1.9 Compliance with Plumbing or Building Requirements

Nothing herein provided shall be deemed to relieve any Person from compliance with the plumbing or building codes of Arapahoe County, City of Centennial or any other State or local plumbing or building requirements.

1.10 Amendment, Modification, Waiver or Suspension

These Rules and Regulations may be amended, modified, waived, or suspended, from time to time, by the Board, as it deems appropriate. Neither notice of such amendments, modifications, waivers, or suspensions nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification, waiver, or suspension powers. The District has the power to revise its Rules and Regulations from time to time by either formal action of the Board or by implication and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Any formal action of the Board to revise, amend, or modify these Rules and Regulations shall be deemed incorporated herein notwithstanding whether such revision, amendment, or modification is codified herein. Supplemental policies of the District may be adopted from time to time in order to assist the Board and its Consultants and Contractors in managing the affairs of the District. The Board shall have the sole authority to amend, waive, suspend, or modify these Rules and Regulations. Any Person claiming the benefit of such a waiver, suspension, or modification may be required to obtain a written waiver signed by the District Manager. No refusal, failure, or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty, or responsibility, or any limitation or restriction upon the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other entity. Any express waiver shall not be deemed an amendment of these Rules and Regulations. However, an express waiver or variance from these Rules and Regulations by the Board shall supersede these Rules and Regulations regarding the subject matter of the express waiver. No waiver shall be deemed a continuing waiver.

1.11 Rules of Construction

The Rules and Regulations of the District are promulgated pursuant to applicable statutes in the exercise of the Board's discretion to provide a tool for management of the District and for the orderly provision of essential services. These Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and each and every part hereof is separate and distinct from all other parts. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or any law which may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the District. No omission or additional material set forth herein shall be construed to alter, waive, or deviate from any grant of power, duty, responsibility, or limitation or restriction imposed or conferred upon the Board by statutes now existing or amended in the future or under any contract or agreement existing between the District and any other governmental entity. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future.

The Rules and Regulations constitute guidelines for the benefit of the District and its Consultants and Contractors and must be complied with by all Developers, Owners, or Customers absent receipt of a proper written waiver. No Developer, Owner, or Customer shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District. Nothing herein shall be deemed to be a waiver of any immunity granted to the District under Colorado law.

1.12 Severability

The invalidity or unenforceability of any portion or previous version of these Rules and Regulations shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from these Rules and Regulations, and the balance of these Rules and Regulations shall be construed and enforced as if these Rules and Regulations did not contain such invalid or unenforceable portion or provisions.

1.13 Control and Operation of Facilities

All water and sanitary sewer facilities shall be under the management of the District Manager and the control of the Board. No other person shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the District's facilities.

1.14 Control of Works

If, for any reason, the District deems it necessary to delay or stop work on Service Lines or facilities to be connected to District Facilities, a stop order by the District shall be issued and delivered to the Customer or applicable Persons or their representative on the job. Work shall cease in an orderly manner with proper safety measures and protection for materials, equipment, property and other phases of the job. Work shall not be resumed until issuance of a proceed order by the District. Such decision shall not be the basis of any claim by the Customer or any other Person for direct, indirect, consequential or other damage by reason of any such action, but may be appealed to the Board.

1.15 Rates, Fees, Tolls and Charges

The District has power to charge various rates, fees, tolls, charges, and penalties, and impose taxes, for services and facilities provided by the District. Additional provisions regarding rates, fees, and charges are contained in these Rules and Regulations. A current schedule of the District's rates, fees, and charges are attached hereto as Exhibit A – Rates, Fees & Charges.

1.16 Other Charges

Whenever any Person, Owner, Developer, or Customer fails to perform any act required by these Rules and Regulations, performs any such act in a negligent manner or performs any act prohibited by these Rules and Regulations, the District may, at its discretion, correct any problem created thereby. In such event, all costs incurred by the District shall be charged and paid pursuant to Article XV thereof. Such charge shall be a lien against the property until paid. Except in cases of an emergency, notice shall be given and the Customer or Person may appeal the necessity for the charge and the amount thereof.

1.17 Penalties and Perpetual Lien

Reasonable penalties may be fixed for any delinquency including interest on delinquent fees and reasonable attorney's fees and costs of collection pursuant to state law. The District expressly reserves the right to impose all penalties permitted under state law as appropriate. Pursuant to the Special District Act, Sections 32-1-101 *et seq.* C.R.S. all District fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the property served. Accordingly, failure of a Customer to pay fees, rates, tolls, penalties or charges imposed by the District triggers this perpetual lien for the affected property and the right for the District to foreclose on that perpetual lien. The District exercises such powers for the overall benefit of the District and reserves the right to exercise its discretion on a case-by-case basis in determining whether to file a statement of such lien and foreclose it. Additional provisions regarding violations and enforcement are contained in these Rules and Regulations.

ARTICLE II

DEFINITIONS

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

- 2.1 “Actual Cost.” Shall mean all direct costs applicable to the construction of a given facility, including administration, construction, engineering, legal, inspection, plan approval fees, etc.
- 2.2 “ADU.” Shall mean accessory dwelling unit located on the same lot as a principal dwelling unit that includes independent living facilities with provisions for water and sanitation. This includes both attached/interior accessory dwelling units and detached accessory dwelling units.
- 2.3 “Appellant.” Shall have the same meaning as described in Section 14.3.1 of these Rules and Regulations.
- 2.4 “Authority.” Southeast Metro Stormwater Authority (SEMSWA).
- 2.5 “AWWA.” The American Water Works Association.
- 2.6 “Back-siphonage.” The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system, from any source other than its intended source, caused by the sudden reduction of pressure in the potable water supply system.
- 2.7 “Backflow Prevention Device.” A device or other means designed to prevent backflow or Back-siphonage, as follows as set forth in District Technical Specifications and policies of the District, as the same may change from time to time.
- 2.8 “BMPs.” Shall have the same meaning as described in Section 16.4 of these Rules and Regulations.
- 2.9 “Board” and “Board of Directors.” The governing body of the East Cherry Creek Valley Water and Sanitation District.
- 2.10 “Boundaries.” Shall have the same meaning as described in Section 16.2.
- 2.11 “Colorado Governmental Immunity Act.” Shall mean Sections 24-10-101 *et seq.*, Colorado Revised Statutes, as the same may be amended from time to time.
- 2.12 “Commission.” Shall have the same meaning as described in Section 16.1 of these Rules and Regulations.
- 2.13 “Contractor.” Any person performing work or furnishing materials, directly or indirectly, to the District.
- 2.14 “County.” Arapahoe County, Colorado.
- 2.15 “Cross-Connection.” Any physical arrangement connecting a public water supply, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains, or may contain, contaminated water, sewage, or other waste of liquid of unknown or unsafe quality which may be capable of imparting

contamination to the public water supply. The term includes bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which, or because of which, backflow could occur. A controlled cross-connection means a connection between a potable water system and a non-potable water system that includes an approved Backflow Prevention Device which has been properly installed that will continuously afford the protection commensurate with the degree of hazard.

- 2.16 “Customer.” Any Person receiving service from the District, including Owners, Developers, and residents of the District.
- 2.17 “Customer Sewer Service Lines.” Shall have the same meaning as described in Article XI of these Rules and Regulations.
- 2.18 “Customer Water Service Lines.” Shall have the same meaning as described in Article XI of these Rules and Regulations.
- 2.19 “Developer.” Any person who participates as an owner, promoter, developer, or sales agent in the planning, platting, development, promotion, sale, or lease of a residential or commercial subdivision within the District.
- 2.20 “District.” East Cherry Creek Valley Water and Sanitation District.
- 2.21 “District Engineer.” The Person who has been selected to act in such capacity by the District.
- 2.22 “District Facilities.” Shall have the same meaning as described in Article XI of these Rules and Regulations.
- 2.23 “District Manager.” The person designated by the Board as the District Manager.
- 2.24 “District Technical Specifications.” Water System Technical Specification and Sanitary Sewer System Technical Specification approved by the District Manager, as the same may change from time to time.
- 2.25 “FOG.” Shall mean Fat, Oil, and Grease.
- 2.26 “HOA.” Shall mean homeowners associations or property owners associations.
- 2.27 “Leak(s).” Shall have the same meaning as described in Article XII of these Rules and Regulations.
- 2.28 “Meter Component(s).” Shall have the same meaning as described in Article XI of these Rules and Regulations.
- 2.29 “Metro District.” Metro Water Recovery, a political subdivision of the State of Colorado.
- 2.30 “Outside Meter Water Service Line.” Shall have the same meaning as described in Article XI of these Rules and Regulations.
- 2.31 “Owner.” Any Person who owns real property receiving service from the District or that participates as an owner, promoter, developer, or sales agent in the planning, platting, development, promotion, sale, or lease of a residential or commercial subdivision within the

District.

- 2.32 “Permit.” Written permission of the District to connect to a water or sewer main of the District pursuant to these Rules and Regulations.
- 2.33 “Person.” Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns, including any person or entity contracting with the District for service. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.
- 2.34 “POGS.” Shall mean Petroleum Oil, Grease, and Sand.
- 2.35 “Public Entity.” The state and any county, city and county, incorporated city or town, school district, special improvement district, and every other kind of district, agency instrumentality, or political subdivision of the state organized pursuant to law.
- 2.36 “Repair Deadline.” Shall have the same meaning as described in Article XII of these Rules and Regulations.
- 2.37 “Rules and Regulations.” Shall mean these amended rules and regulations of the District, as the same may be amended from time to time.
- 2.38 “Service Area.” Shall mean the legal boundary within which the District provides service as may be amended from time to time pursuant to state law.
- 2.39 “Service Line.” Shall mean the Customer Sewer Service Lines or the Customer Water Service Lines as indicated.
- 2.40 “Sewer Main.” Any sewer pipe, line or portion thereof owned by the District.
- 2.41 “Sewer Tap.” The connection of a Customer Sewer Service Line to the Sewer Main.
- 2.42 “Tap.” or “Connection.” The connection of the Customer Sewer Service Line or Customer Water Service Line to the premise, unit, ADU, or structure which it is to serve.
- 2.43 “Water Main.” Any water pipe, line, or portion thereof, owned by the District.
- 2.44 “Water Supply System.” Shall mean all Customer Water Service Lines, the Water Main, and related facilities and appurtenances owned and operated by the District and/or Owner or Customers, as applicable, for delivery of water to Customers.
- 2.45 “Water Tap.” The connection of a service line to a water main.
- 2.46 Any other term not herein defined shall be defined as presented in the Glossary B Water and Sewer Control Engineering, A.P.H.A., A.W.W.A., A.S.C.E., and F.W.S.A., latest editions. Various other definitions may be found in the District Technical Specifications, the Metro Water Recovery Rules and Regulations Governing the Operation, Use, and Services of the System as the same may be amended from time to time, the rules and specification of the County, City of Aurora, and/or City of Centennial.

ARTICLE III

INCLUSIONS

- 3.1 All persons requesting inclusion of land within the Service Area of the District shall submit a Petition for Inclusion of Land pursuant to Colorado law in a form acceptable to the District and directed to the District Manager including the following items:
 - 3.1.1 An Owner of multiple properties who desires service from the District must include all of the properties which are under the same ownership and which is contiguous.
 - 3.1.2 The Petition for Inclusion of Land may require a deposit as determined by the District Manager. The deposit shall be used to cover all administrative, engineering, and legal fees and costs associated with the proposed inclusion.
- 3.2 Upon receipt of the above, the District Manager shall have a notice published for a public hearing on the Petition for Inclusion of Land.
- 3.3 The Board shall approve or deny the Petition for Inclusion of Land, in whole or in part, with or without conditions, in the Board's sole discretion.
- 3.4 Approval shall be conditioned on the petitioner's satisfactory completion of any or all of the following conditions as maybe required by the Board:
 - 3.4.1 The District and the petitioner enter into an inclusion agreement, if deemed necessary by the Board at its sole discretion.
 - 3.4.2 Payment of all costs associated with the Inclusion of Land including but not limited to, legal, engineering, administrative, collection, court and accounting fees and costs.
 - 3.4.3 Payment of all costs of the feasibility study required in Section 4.10.2 of these Rules and Regulations.
 - 3.4.4 Conveyances of all ground water rights, when applicable, and when applicable other water rights to allow the District to serve the property.
 - 3.4.5 The execution of a tap purchase agreement as required by Section 4.10.5 of these Rules and Regulations.

ARTICLE IV

REQUIREMENTS FOR WATER AND SEWER SERVICE

4.1 General

- 4.1.1 Service will typically be furnished only to persons whose property is included in the District.
- 4.1.2 Acceptance of service will constitute the agreement of the Customer to abide by the Rules and Regulations, including the payment for the service at the rates established in Exhibit A – Rates, Fees & Charges.
- 4.1.3 The District is obligated by contract with the City of Aurora to deliver only such sewage that conforms to the sewage standards of the Metro District with respect to solids, biochemical oxygen demand, suspended solids, and which does not contain deleterious wastes as defined by the City of Aurora and the Metro District.
- 4.1.4 All waste discharged into the sewer system shall fully comply with the Rules and Regulations of the Metro District and the City of Aurora.

4.2 Service Outside the District

- 4.2.1 The Board may, if it deems advantageous to the District, authorize the District to furnish service to properties located outside the boundaries of the District, but, under no circumstances, shall the District construct any mains, at its own expense, to serve such properties.
- 4.2.2 Rates and fees for furnishing service outside the boundaries of the District are set forth in Exhibit A – Rates, Fees & Charges.
- 4.2.3 These Rules and Regulations shall be applicable to all Persons and property furnished with services outside the boundaries of the District.
- 4.2.4 Service to property outside the District shall be considered a revocable license. The District reserves the right to discontinue the service to property outside the District when, in the sole judgement of the Board, it is in the best interest of the District to do so.

4.3 Denial of Service

- 4.3.1 The District reserves the right to deny an application for service on any of the following grounds:
 - a. The connection of the system to applicant's existing plumbing would constitute a Cross-Connection to an unsafe water supply; or
 - b. The service applied for would create an excessive demand on the facilities; or
 - c. The service applied for would cause water supply constraints or impact the District's ability to adequately provided services already committed; or

- d. The service applied for would cause the District to need to seek additional water capacity or require the use of non-renewable water sources; or
- e. The service applied for is limited by the District's contracts with other governmental entities; or
- f. Misrepresentation or deficiency in the application as to the property and fixtures contained in the property or the use to be made of the water supply; or
- g. The Board determines, in its sole discretion, that service to the property is not reasonably feasible based upon engineering and economic considerations; or
- h. Failure to return fire hydrant meter and/or nonpayment of any costs associated with a permit to use a fire hydrant; or
- i. Failure to pay any fees, rates, or charges due to the District; or
- j. The service is otherwise not in the best interest of the District or taxpayers and inhabitants of the District.

4.3.2 Denial may also be based upon an unresolved obligation between the District and the Applicant; inadequate documentation of rights-of-way, parcels, and easements for facilities that serve the property; or any other reason as determined by District. The District reserves the right to revoke Sewer Service for any violation of these Rules and Regulations. Additionally, the District reserves the right to revoke any prior approval of an application before Sewer Service has been provided

4.4 Changes in Equipment or Service

- 4.4.1 No change in the Customer's equipment or service shall be made without the prior written approval of the District. Change in equipment includes, but is not limited to, a high volume water Customer's failure to repair or replace equipment the District determines is necessary to reduce the demands on the Water Supply System.
- 4.4.2 Prior to making any change to service or meter installation, a Customer shall file an application with the District at least thirty (30) days prior to making the proposed change.

4.5 Prohibited Acts

No Person other than employees or officials of the District shall turn on water service. A fee for an unauthorized turn on will be assessed as outlined in Exhibit A – Rates, Fees & Charges.

4.6 Liability for Payment

The property, the Owner and the Customer are equally liable for the rates, fees and charges of the District. The District assumes no responsibility for any agreements made between landlords and tenants. All such charges shall constitute a lien on the property as provided in Section 32-1-1001(1)(j)(I), C.R.S. In the event of a change of property ownership, the District assumes no responsibility for any arrangements or payments with or from title companies or outstanding account balances following the transfer of ownership. To the extent account balances remain unpaid following the transfer of ownership, the current Owner of the property is responsible to

pay the same, including late fees and interest, if any. To the extent such amounts remain unpaid, the District may exercise all remedies available to it as set forth in these Rules and Regulations.

4.7 Meter Readings

Fees for meter inspection and testing are set forth in Exhibit A – Rates, Fees & Charges.

4.8 Independent Connections

Each premise, unit, accessory dwelling unit (ADU), or structure served shall have an independent connection to the facilities of the District. No sewer connection shall be interconnected with any other sewage disposal system unless specifically allowed by the District.

4.9 Single Taps

4.9.1 Any person desiring single tap service shall submit a written request for service to the District. The written request shall include a legal description of the location proposed for service; irrigation and mechanical plans; and a proposed tap size.

4.9.2 Applications for single tap service shall be considered on an individual basis, and shall be granted or denied in accordance with the Rules and Regulations.

4.9.3 Tap fees must be paid prior to issuing the Service Availability letter required by the City of Aurora, City of Centennial, and/or the County.

4.9.4 The final tap size shall be submitted by the applicant and approved by the District.

4.10 Requirements for Service for Multi-Taps

4.10.1 Any person desiring multi-tap service shall submit a written request for service to the District. The written request shall include the following information:

- a. A legal description of the area proposed for service.
- b. Proposed uses for the development, indicating zoning and number of units by different categories such as residential, multi-family, commercial, etc.
- c. Any maps available which show the general layout of the proposed development and the topography of the ground.
- d. Estimated number of water and sewer taps (in single family equivalents) required to service the area.
- e. Estimated number of water and sewer taps per year, from initial construction through total build out.
- f. Occupancy projections.
- g. The date actual facilities will be needed.
- h. Information on water rights, if any, owned by the applicant, including copies of well permits, groundwater reports from an engineer or hydrologist, and any Water Court Decree relative to the adjudication. If available, information relative

to quality and pumping rates of the water.

- i. Information relative to the development that might impact the standards referred to in Section 4.1.3.
- 4.10.2 Upon receipt of the requested information, the District Engineer shall prepare a feasibility study to determine the feasibility of providing water and sanitary sewer service to the property and the effect on the District's water and sewer facilities, including the estimated water demands, estimated sewage flows, the facilities required, and projected costs.
 - 4.10.3 The total allowable average flow must comply with the District's contract with the City of Aurora which limits flow to the equivalent of 3.5 single family units per gross acre.
 - 4.10.4 If service to the requested property is feasible and service would comply with the terms of the Aurora Sewer Contract, the request shall be submitted to the District Manager for review.
 - 4.10.5 If the Board determines that service to the requested property is feasible from an engineering and financial standpoint, a tap purchase agreement shall be prepared. The District will provide services only upon execution of a Tap Purchase Agreement.

4.11 Twelve-Inch Equivalency Policy

When the District constructs any water or sanitary sewer transmission or collection lines twelve (12) inches or larger in diameter which serve the property adjacent to the line as determined by the District Engineer, the developer/Owner shall pay to the District only the costs of constructing an equivalent twelve (12) inch diameter pipeline. The construction costs shall include the pipeline and appurtenances, plus applicable engineering design fees, surveying costs, geotechnical costs, and construction observation and initial testing costs. Said costs shall be payable after the construction is complete and prior to service being provided to the affected property from that line. If the line is in a right-of-way and properties on both sides of the line are served from the line constructed by the District, the costs of the twelve (12) inch equivalent are divided equally to both sides of the right-of-way and between owners on either side, based on frontage to the facility.

Any costs incurred by the District for oversizing such water lines or sanitary sewer lines or both to a size in excess of twelve (12) inches in diameter, including engineering design fees are not included within the twelve (12) inch policy.

4.12 Submetering Policy

New multi-unit developments are subject to the District's then-current Submetering Policy and shall comply with the same.

ARTICLE V

EASEMENTS & OVERLAP CONSENT

5.1 Easements

- 5.1.1 Easements are required whenever a water main or sewer (storm or sanitary) main is not in a public right-of-way.
- 5.1.2 All water main and sewer main easements must be a minimum of thirty (30) feet in width and may be non-exclusive easements.
- 5.1.3 No main shall be located less than ten (10) feet from the edge of the easement.
- 5.1.4 All easements granted to the District shall be provided at no cost to the District.
- 5.1.5 All easements shall be free of any superior liens and encumbrances.
- 5.1.6 Prior to acceptance of an easement by the District, a legal description of the property prepared by a registered professional land surveyor shall be provided to the District Engineer and to the District's Legal Counsel. The District Engineer will review the legal descriptions. The legal description shall be accompanied by a drawing depicting the easement which shall not exceed eight and one-half by eleven inches (8.5" x 11") in size.
- 5.1.7 Accompanying the legal description to the District's Legal Counsel shall be a title commitment sufficient to show that the proposed easement is free and clear of all superior liens and encumbrances. The title commitment does not have to be site specific to the easement, but the area covered by the commitment must contain the complete proposed easement. The District may require a title policy insuring that the District's title is free of all superior liens and encumbrances.
- 5.1.8 The Grantor shall also provide to the District's Engineer and Legal Counsel the name and address of the Grantor's contact person to provide any additional information as may be necessary and for the transmittal of documents for signature.
- 5.1.9 If the easement is encumbered by a deed of trust, the Grantor will be required to obtain a release of the deed of trust or a consent and subrogation agreement by the holder of the Deed of Trust for the easement property.
- 5.1.10 If the easement requires any special provisions or is in a form other than the District's standard form, the District Manager may negotiate the terms of the easement with the Grantor. No such easement shall be accepted without the approval of the Board.
- 5.1.11 Prior to the acceptance of mains within easements, the District shall be provided with record drawings stamped by a registered professional land surveyor.

5.2 Overlap Consent

- 5.2.1 All Persons requesting that the District consent to the Person's non-exclusive use of a portion of easement property granted to the District must execute an overlap consent agreement with the District.
- 5.2.2 The Board shall approve or deny the overlap consent agreement, in whole or in part, with or without conditions, in the Board's sole discretion. Approval shall be conditioned upon any or all of the following conditions:
 - a. Payment of all costs associated with the preparation, execution and enforcement of the overlap consent agreement included but not limited to, legal, engineering, administrative, collection, court and accounting fees and costs.
 - b. Receipt of copies of the full and complete construction plans and specifications of the Person's project.
 - c. The District Engineer shall review the anticipated proximity and effect on District Facilities.

ARTICLE VI

TAPS AND TAP EQUIVALENTS

6.1 General – Water

- 6.1.1 No Water Tap shall be made on any Water Main or any other portion of the Water Supply System without first securing the written approval of the District. The application for a Water Tap permit shall be made in writing on a form furnished by the District and shall clearly state the tap size, address, and person applying for tap and any other information as the District may reasonably require.
- 6.1.2 A Water Tap and Service Line for water must be installed for each premise, unit, accessory dwelling unit (ADU), or structure served.
- 6.1.3 Where two or more premises or units are located on a single subdivided parcel of land under single commercial or condominium ownership, a single Water Tap and Service Line for water may be permitted at the sole discretion of the District.
- 6.1.4 Where any premise, unit, ADU, or structure currently having a Water Tap is demolished, and a building permit for reconstruction purposes is issued within one year of the date of demolition, no new tap fee shall be required for the same size Water Tap and the new unit shall be regarded as being served by the tap in service prior to demolition of the unit. Failure to obtain a building permit within the one-year period shall constitute an abandonment of the water tap and the service commitment and any subsequent construction shall be done in conformance with the Rules and Regulations.
- 6.1.5 Where any premise, unit, ADU, or structure currently having a Water Tap is vacant for more than thirty-six (36) consecutive months, it shall constitute an abandonment of the Water Tap and service commitment, and the meter shall be removed by the District. Any subsequent occupation of that premise, unit, ADU, or structure shall be done in conformance with these Rules and Regulations.
- 6.1.6 The relationship between the meter size and single-family equivalent taps is as set forth below:

Meter Size (in inches)	Water Single-Family Equivalent Tap
3/4	1
1	2
1 1/2	4
2	8
3	18
4	36

6.2 General – Sewer

- 6.2.1 No person shall uncover, make any connections with or opening into, use, alter, or disturb any Sewer Main or appurtenance thereof without the prior written approval of the District. The application for a Sewer Tap permit shall be made in writing on a form

furnished by the District and shall state clearly the tap size, address and person applying for the Sewer Tap and any other information the District may reasonably require.

- 6.2.2 All costs and expenses incidental to the installation, connection and maintenance of the service sewer, from and including the tap on the sewer, shall be borne by the Customer. The Customer shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the service line.
- 6.2.3 A Sewer Tap and Service Line for sewer must be installed for each premise, unit, accessory dwelling unit (ADU), or structure served.
- 6.2.4 Where two or more premises or units are located on a single subdivided parcel of land under single commercial or condominium ownership, a single Sewer Tap and Service Line for sewer may be permitted at the sole discretion of the District.
- 6.2.5 No persons shall abandon any Sewer Tap without first obtaining a written authorization from the District. Such Sewer Tap shall be sealed with a stopper and filler material at the tap specified by the District. Old Sewer Taps may be used in connection with new units only if they are structurally sound and comply with these Rules and Regulations. The cost of the examinations and tests shall be borne solely by the applicant.
- 6.2.6 Where any premise, unit, ADU, or structure currently having a Sewer Tap is demolished, and a building permit for reconstruction purposes is issued within one (1) year of the date of demolition, no new Sewer Tap fee shall be required for a Sewer Tap of the same size and the new unit shall be regarded as being served by the Sewer Tap in service prior to demolition of the unit. Failure to obtain a building permit within the one (1) year period shall constitute the abandonment of the Sewer Tap and the service commitment and any subsequent construction shall be done in conformance with these Rules and Regulations.
- 6.2.7 Where any premise, unit, ADU, or structure currently having a sewer tap is vacant for more than thirty-six (36) consecutive months, it shall constitute an abandonment of the Sewer Tap and service commitment. In event of abandonment, all costs incurred by the District shall be charged and paid pursuant to Article XV thereof Any subsequent occupation of that unit shall be done in conformance with these Rules and Regulations.
- 6.2.8 The size, slope, alignment, materials and construction of all sewers including service lines, and the method to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the District Technical Specifications.

- 6.2.9 The relationship between the meter size and single-family equivalent taps is as set forth below:

Meter Size (in inches)	Sewer Single-Family Equivalent Tap
3/4	2.0
1	4.8
1 1/2	11
2	20
3	43
4	86

6.3 Water Tap Fees

- 6.3.1 The applicant shall be required to pay the fees for Water Taps set forth in Exhibit A - Rates, Fees & Charges, which shall be paid upon issuance of the tap permit(s).
- 6.3.2 Water Taps and meters for the same service shall normally be the same size from the connection to the Water Main through the meter pit. If the Water Tap and meter are of different sizes, the fee shall be paid for the larger.
- 6.3.3 If more than one Water tap or meter is required for one service solely for the purpose of fire service safety, no additional fee shall be required.

6.4 Single Family Residential Water and Sanitary Sewer Tap Fee

- 6.4.1 The Residential Water Tap fee is based on a ¾ inch meter and is assessed per dwelling premise, unit, ADU, or structure basis.
- 6.4.2 Residential sewer tap fees are based on ¾ inch water tap size and assessed per dwelling, premise, unit, ADU, or structure basis.

6.5 Attached Residential Water and Sanitary Sewer Tap Fee

- 6.5.1 The Water Tap fee for attached residential shall be the greater of:
- a. 0.50 of a single family tap for each individual dwelling unit within a building with more than ten (10) dwelling units/gross acre, excluding exterior roads, or;
 - b. 0.85 of a single family tap for each individual dwelling unit within a building with ten (10) or fewer dwelling units/gross acre, excluding exterior roads, or;
 - c. The meter size equivalent limited to the maximum flow allowed by the applicable plumbing code of the County or City.
- 6.5.2 Tap fees for irrigation of areas adjacent to the buildings are included in the individual unit water tap fee listed above for single-family attached developments.
- 6.5.3 All meter sizing will be reviewed and approved by the District.

6.6 Multi-Family/Multi-Unit Water and Sanitary Sewer Tap Fee

- 6.6.1 The Water Tap fee is based on the single-family equivalent water meter size as set forth in Exhibit A – Rates, Fees & Charges and is assessed per dwelling premise, unit, ADU, or structure basis.
- 6.6.2 The Sewer Tap fee is based on the single-family equivalent water meter size as set forth in Exhibit A – Rates, Fees & Charges and is assessed per dwelling premise, unit, ADU, or structure basis.

6.7 Sewer Tap Fees

- 6.7.1 The Sewer Tap fee shall be a single-family equivalent tap for each individual dwelling premise, unit, ADU, or structure.
- 6.7.2 The District shall review and approve the manner of connection from the premise, unit, ADU, or structure to the Sewer Main.
- 6.7.3 Sewer Tap fees for clubhouses, swimming pools, and other recreation or accessory uses in attached residential are not included in the individual unit sewer tap fees listed above. Tap fees for these uses shall be calculated at the rates listed in Exhibit A – Rates, Fees & Charges.

6.8 Non-residential Water and Sewer Tap Fee

6.8.1 Non-residential Water Tap Fee.

- a. Payment of the Water Tap fee for non-residential is based on meter size equivalent. The maximum flow allowed is determined by applicable plumbing code of the County, City of Aurora, or City of Centennial.
- b. Payment of the Water Tap fee for a non-residential irrigation tap is based on area developed and type of ground cover, set forth in Exhibit A – Rates, Fees & Charges.
- c. All meter sizing will be reviewed and approved by the District.
- d. Each structure may use more than one meter if required or requested.
- e. The Water Tap fee for high water use commercial facilities shall be determined by the District, in its sole discretion, at the time of application for the Water Tap.

6.8.2 Non-residential Sewer Tap Fee.

- a. Payment of the Sewer Tap fee is based on water meter size and assigned single family equivalents.
- 6.8.3 The Sewer Tap fee for high water use commercial facilities shall be determined by the District, in its sole discretion, at the time of application for the Sewer Tap.

6.9 Irrigation Tap Fee

6.9.1 Tap fees for irrigation of right-of-way, medians, open space, greenbelt, private park areas, and other recreation or accessory uses in single-family developments or other developments shall be calculated at the rates listed in Exhibit A – Rates, Fees & Charges.

6.9.2 The District may approve a temporary irrigation tap for the initial establishment of landscape materials. Temporary irrigation tap fees are calculated at the rates set forth in Exhibit A – Rates, Fees & Charges. The Owner of the irrigation system has one (1) year to abandon the system as outlined in the District Technical Specifications under the supervision of an authorized representative of the District. If the system is not abandoned within one (1) year, the Owner will be required to pay the full tap fees as calculated in Exhibit A – Rates, Fees & Charges.

ARTICLE VII

MAIN CONSTRUCTION

7.1 Specifications

All Customer Water Service Lines and Customer Sewer Service Lines shall be constructed in compliance with the District Technical Specifications.

7.2 Locations of Water and Sewer Extensions and Additions

Water Mains and Sewer Mains shall be installed in public rights-of-way, or easements granted to the District.

7.3 Construction Plan Review and Acceptance

7.3.1 Water Main and Sewer Main extensions shall be made only under the supervision of the District Manager and District Engineer. Plans for extensions shall be submitted to the District Engineer for review. The District must approve all plans prior to release for construction. All Water Main and Sewer Main extensions shall be constructed in conformance with the approved plans.

7.3.2 Upon final acceptance of construction plans, a pre-construction meeting shall be scheduled.

7.3.3 No construction may take place until a pre-construction meeting has been held and easements have been signed and recorded.

7.3.4 Plans and specifications are approved for a six-month period only. If construction has not begun within this six-month period, or if it has been halted and not restarted prior to the expiration of the approval period, the plans must be resubmitted for review and acceptance.

7.3.5 The Owner will be responsible for Plan Review Fees and Construction Observation Fees, as established in Exhibit A- Rates, Fees & Charges, and must be paid at the time of the tap purchase.

7.4 Pre-Construction Meeting

The Owner shall be responsible for arranging a pre-construction meeting prior to the start of any construction. The District Manager, District Engineer, Owner's contractor, and Owner or Owner's engineer must be present at this meeting. At the pre-construction meeting the District shall be provided with a telephone number for a designated individual capable of taking immediate action on emergency situations related to the Water Main and/or Sewer Main extensions can be reached twenty-four (24) hours each day, seven (7) days each week, throughout the period of installation and the one-year warranty period.

7.5 Construction Responsibilities

7.5.1 The Owner or Owner's contractor shall be responsible for notifying the District Engineer and District Manager at least forty-eight (48) hours prior to the start of any construction. If work is suspended for any period of time after initial start-up, the Owner

or Owner's Contractor must notify the District Engineer twenty-four (24) hours prior to restart.

- 7.5.2 If it is necessary to shut down any portions of the existing Water Supply System to make a connection, the Owner or Owner's Contractor will be responsible for notifying, in writing, the District which Customers will be affected by the water outage at least seventy-two (72) hours prior to such outage. The District will notify the affected customers. No such outage shall be allowed except between the hours of 6:00 a.m. and 5:00 p.m. The District may require the Owner to provide temporary water supply to Customers by means of tank trucks, temporary connections to charged facilities, or by other available means. All costs and expenses incident to the provision of temporary water, including costs incident to the provision of notice to Customers provided by the District, shall be borne by the Owner.

ARTICLE VIII

SEWER SERVICE

8.1 General

The right to any use of the sewer system is only by permission granted by the District. The District reserves full right to determine all matters related to the control and use of its sewer system. The right to use of the sewer system shall be subject to suspension, disconnection, or revocation as set forth in Article 14 of these Rules and Regulations or in any intergovernmental agreement.

8.2 Sewer Line Size, Location and Installation

8.2.1 The District Manager shall approve the size, location and manner of accomplishing the installation of a Customer Sewer Service Line. If a Customer Sewer Service Line is installed by the Customer, the Customer Sewer Service Line joints shall remain exposed until inspected and approved by an authorized representative of the District. The size, slope, alignment and materials of construction of the Customer Sewer Service Line and the method to be used in excavating, placing of the pipe, jointing, testing and backfilling of the trench shall conform to the criteria set forth in the most current edition of the District Technical Specifications and the applicable plumbing codes enacted and enforced by the County, the City of Aurora, and/or the City of Centennial.

8.2.2 No swimming pool drains, roof downspouts, exterior foundation drains, sumps, area drains or other sources of surface runoff or groundwater shall be connected directly or indirectly to a Customer Sewer Service Line or the Sewer Main unless such connection is approved by the District Manager in writing.

8.2.3 Underdrain lines are not the responsibility of the District. The District does not take responsibility for the ownership, operations, maintenance, or replacement of underdrain lines.

8.2.4 All costs and expenses incidental to the installation and connection of the Customer Sewer Service Lines shall be at no cost to the District. The Owner and/or Customer shall reimburse the District for any loss or damage, which may directly or indirectly arise out of the construction or installation of a Customer Sewer Service Line.

8.3 Limitations on Service Connection

Subject to the approval of the District, the Owner and/or Customer is responsible for determining the number, size and location of sewer Service Line required for service.

Should a Customer Sewer Service Line be of the wrong size or at the wrong location and not in accordance with the approved plans or the District Technical Specifications, the cost of all changes required to correct the situation, including but not limited to the cost of relocating the Customer Sewer Service Line, shall be the responsibility of the Owner and/or Customer.

The Customer is responsible for ownership and maintenance of the Customer Sewer Service Line in its entirety including the connection to the District's sewer main.

Any Sewer Main damaged as the result of abnormal use or damage shall be repaired or reconstructed at the sole expense of the Owner, Customer and/or person responsible for such abnormal use or damage.

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

8.4 General Prohibition

No Person shall discharge or cause to be discharged into the Sewer Main or in any area served by or under the jurisdiction of the District, any harmful waters or wastes, whether liquid, solid or gas, capable of causing interference or obstruction to the flow, damage or hazard to structures, equipment or treatment processes, or hazards to Employees or which inhibits or disrupts the Sewer Main, its treatment processes or operations or its sludge processes, use or disposal.

8.5 Industrial Pretreatment Requirements to Mitigate Fat, Oil, Grease (FOG) and Petroleum Oil, Grease and Sand (POGS)

Each Developer, Owner and/or Customer shall provide, at their own cost and expense, such District approved industrial pretreatment devices to mitigate FOG and POGS. Such devices include grease interceptors or traps to mitigate FOG or sand/oil interceptors to mitigate POGS in accordance with the District Technical Specifications. It is the obligation of the Owner to immediately notify the District of any use or change in use of a property by the Owner, Customer, and/or tenant that that may affect the amount of FOG or POGS discharged to the sanitary sewer system. Changes include, but are not limited to, menu, services, or plumbing configurations.

8.5.1 Inspection and Enforcement Costs and Damages.

8.5.1.1 As set out in the District's Grease Program and District Technical Specifications, all grease and sand/oil interceptor plans shall be submitted to the District for review and approval prior to installation. The cost of reviewing and approving such plans and post installation inspections and approval shall be charged to the Customer and/or Owner.

8.5.1.2 Periodic maintenance reviews or inspections may be performed by the District and/or Metro District to ensure compliance with these Rules and Regulations and the Metro District's Rules. The charge for scheduled inspections is set forth in Exhibit A – Rates, Fees & Charges. The charge for any inspections that are required beyond periodic scheduled inspections shall include all costs incurred by the District or Metro for such inspection.

8.5.1.3 If, during period inspections, a grease or sand/oil interceptor is found in violation of the District's Grease Program, additional charges will be assessed in accordance with Exhibit A – Rates, Fees & Charges. Violations include but are not limited to use of microbial grease digestants, use of enzyme-based grease trap additives, excessive FOG in a grease interceptor, excessive POGS in a sand/oil interceptor, use of an undersized

grease or sand/oil interceptor, broken or missing interceptor components, or inaccessible grease or sand/oil interceptors. The Developer, Owner and/or Customer shall be jointly and severally liable for all costs and expenses associated with any violation.

8.5.1.4 As partial consideration for the provision of sewer service, the Developer, Owner, and/or Customer, as applicable, grants the District the express right to enter upon private property for the purposes of interceptor inspection and for any necessary maintenance of sanitary and waste disposal facilities, including interceptors.

8.5.1.5 Discharge of sewage in any manner not permitted by these Rules as Regulations is hereby declared a public nuisance and may be corrected or abated as directed by the District at the cost of the violator.

ARTICLE IX

CROSS CONNECTION AND BACKFLOW CONTROL

9.1 General

No Customer Water Service Line shall be installed unless the water supply is protected as required by State laws and regulations and these Rules and Regulations. Each Owner and/or Customer shall, at the Owner and/or Customer's sole expense, when required by the District in its sole discretion and as outlined in the District Technical Specifications and related policies, install and maintain equipment for cross connection and backflow control. The failure to properly install and maintain such equipment may result in the discontinuance of service and the imposition of the penalties set forth in Exhibit A- Rates, Fees & Charges.

9.2 Inspections

The Owner and/or Customer at any premises, units, ADU, or structure where Backflow Prevention Devices are installed shall have certified inspections and operational tests made at least once per year as outlined in the District Technical Specifications and related policies. In those instances where the District Manager deems the hazard to be great enough, the District may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the Owner and/or Customer and shall be performed by a state certified inspector/tester. Backflow Prevention Devices shall be repaired, overhauled or replaced at the expense of the Owner and/or Customer whenever they are found to be defective. Records of tests, repairs and overhauls shall be kept for a period of two (2) years and made available upon request to the District Manager. A copy of the annual inspection shall be sent to the District.

9.3 Fire Systems

Whenever practicable, water systems for fighting fire derived from a supply that cannot be approved as potable shall be kept wholly separate from drinking water pipelines and equipment. Where the domestic water system is used for both drinking and firefighting purposes, approved Backflow Prevention Devices shall be installed to protect individual drinking water lines that are not used for firefighting purposes

9.4 Graywater System

The District has determined that graywater is expected to carry human pathogens with various risk levels and pathways that have the potential to be dangerous to public health, and thereby the District has determined it is necessary to protect public health and water quality from this high hazard. Graywater usage must be in compliance with all other applicable federal, state, and local requirements. Each Owner and/or Customer operating a graywater system, shall, at the Owner and/or Customer's sole expense and as outlined in the District Technical Specifications and related policies, install and maintain equipment for a high-hazard Reduced Pressure Zone (RPZ) device to isolate potential backflows. The failure to properly install and maintain such equipment shall result in the discontinuance of service and the imposition of the penalties set forth in Exhibit A- Rates, Fees & Charges. Unauthorized graywater use and discharges are prohibited.

ARTICLE X

CONVEYANCE AND ACCEPTANCE PROCEDURE

- 10.1 As a condition of receiving service the Developer, Owner, or Customer may be required, in the District's sole discretion, to convey at no charge rights-of-way, parcels, easements, or other property interests to the District or other governmental entities in order to ensure that the District can provide service. The District may require a Developer, Owner, or Customer to reimburse the District for costs of condemnation if in the District's sole discretion it needs to condemn an easement over the property applying for service.
- 10.2 Before commencement of construction, the Developer, Owner, and/or Customer shall submit a Conveyance and Acceptance Application to the District, including the estimated cost of the water and sewer facilities.
- 10.3 Upon completion of construction, the Conveyance and Acceptance Application shall be reviewed by the District for compliance with these Rules and Regulations and the plans and specifications for the facilities. If the District approves the Conveyance and Acceptance Application, the facilities shall be conditionally accepted by the District.
- 10.4 When the facilities and record drawings have been accepted, a copy of the District Conveyance and Acceptance Application granting probationary acceptance will be distributed to the Developer, Owner, and/or Customer
- 10.5 The probationary acceptance shall be for a period of one (1) year. Prior to the expiration of the one (1) year period, the facilities shall be inspected for final acceptance and maintenance by the District. The Owner shall correct any deficiencies observed during the final inspection, within the time period set by the District.
- 10.6 After any deficiencies have been corrected, the facilities may be finally accepted by the District.
- 10.7 Upon final acceptance, the District will deliver one (1) copy of the executed Conveyance and Acceptance form to the Developer, Owner, and/or Customer.

ARTICLE XI

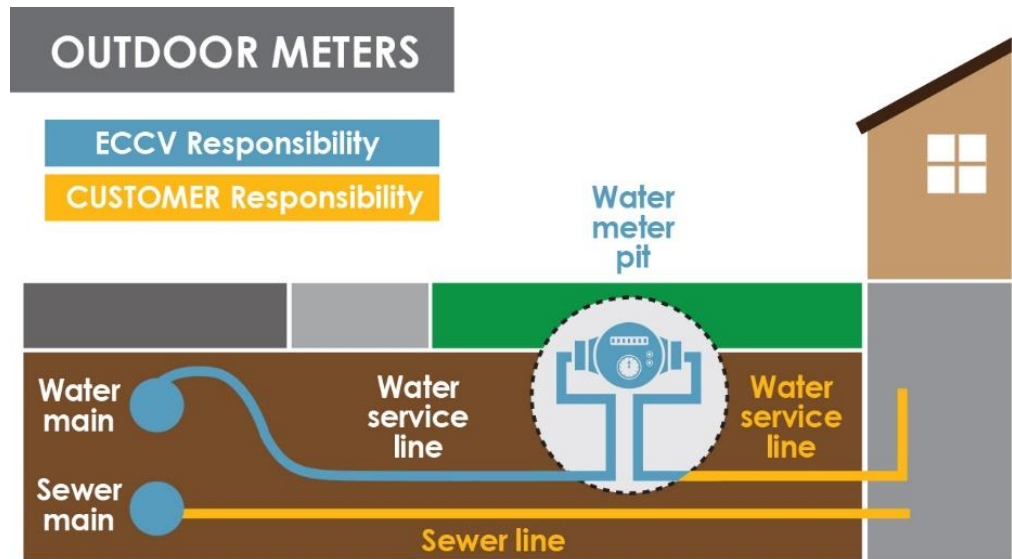
RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

11.1 Operation and Maintenance of District Facilities

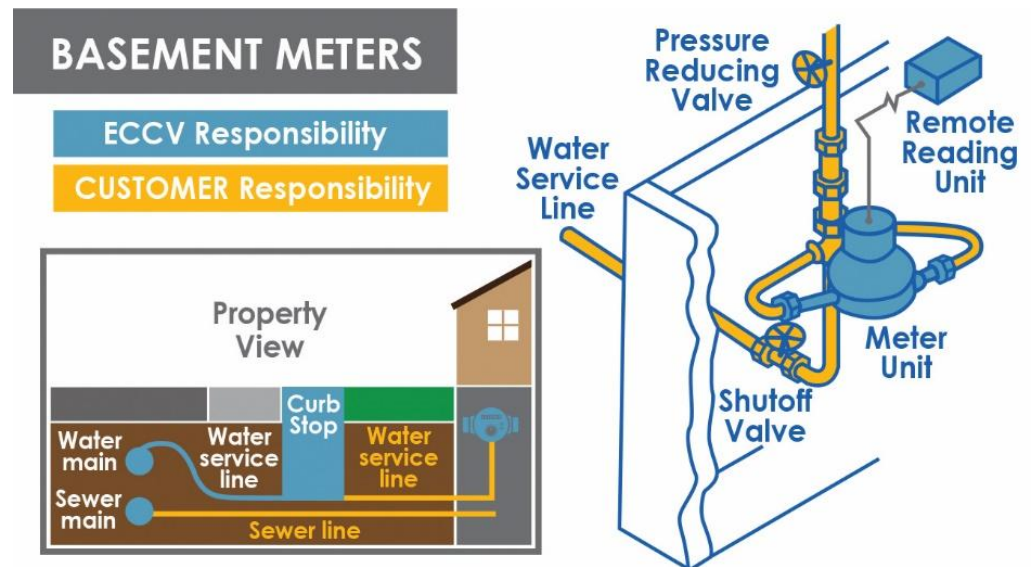
- 11.1.1 The District owns the District Facilities and is responsible for the operation and maintenance thereof.
- 11.1.2 The District is responsible for the maintenance, repair, and replacement of the Water Main; Sewer Main; water meters (including end points, also known as remote reading units), meter pits, meter lids, meter vaults, and meter domes (collectively, the “Meter Component(s)”); curb stops; hydrants; valves; and appurtenances thereto that have been constructed or accepted by the District (the “District Facilities”). District Facilities do not include Customer Water Service Lines, Customer Sewer Service Lines, internal pressure reducing valves (PRV), cross connection and Backflow Prevention Devices, or interior meter yokes and settings, which are the responsibility of the Customer, Owner, and/or Developer.
- 11.1.3 The Customer, Owner, and/or Developer shall protect District Facilities from damage, including but not limited to damage caused by landscaping, traffic, and property improvements. The Customer, Owner, and/or Developer shall immediately notify the District of any damage to District Facilities. Any damage to the District Facilities or any other District property caused by the negligence, willful acts, or intentional torts of a Customer, Owner, and/or Developer shall be the responsibility of the Customer, Owner, and/or Developer.
- 11.1.4 If a Customer, Owner, and/or Developer becomes aware of a meter operating defectively or of any Meter Component maintenance needs, the Customer, Owner, and/or Developer shall notify the District immediately. The District, as the owner of the Meter Components, will be responsible for the maintenance, repair, and replacement of all Meter Components. In the event Meter Component maintenance or repairs are necessary due to the action or negligence of the Customer, Owner, and/or Developer, and not due to normal wear and tear, the District may charge the Customer, Owner, and/or Developer for the costs of any necessary repairs the District must perform.

11.2 Ownership and Maintenance of Customer Water Service Lines

- 11.2.1 For property with an outside meter, the District is only responsible for the maintenance of water service lines from the Water Main up to the point of connection at the property-facing side of the meter. The District is not responsible for the maintenance of any portion of the water service line running from the point of connection at the property-facing side of the meter to the structure receiving service from the District, including any appurtenances thereto (e.g., internal pressure reducing valves (PRV), cross connection and Backflow Prevention Devices, etc.) (the “Outside Meter Water Service Line”).



11.2.2 For property with an inside meter, the District is only responsible for the maintenance of the water service line from the Water Main to the curb stop connection. The District is not responsible for the maintenance of any portion of the water service line running from the property-facing side of the curb stop connection to the structure receiving service from the District, including any appurtenances thereto (e.g., internal pressure reducing valves (PRV), cross connection and back flow prevention devices, or interior meter yokes and settings, etc.) (the “Inside Meter Water Service Line, and collectively with Outside Meter Water Service Line, the “Customer Water Service Line”).



11.2.3 The Customer, Owner, and/or Developer shall own and be responsible for any construction, installation, connection, maintenance, repair, and/or replacement of the Customer Water Service Line and related appurtenances and shall do so in conformity with these Rules and Regulations and the District Technical Specifications. All costs and expenses incident to the construction, installation,

connection, maintenance, repair, and/or replacement of Customer Water Service Lines shall be borne by the Customer, Owner, and/or Developer.

- 11.2.3.1 All meters shall be installed outside and in pits, unless approved by the District in writing in advance of installation. Developers shall purchase meters and end points from the District.
 - 11.2.3.2 The Customer, Owner, and/or Developer shall address leaks, breaks, or malfunctions in any Customer Water Service Line in accordance with Section 12.2 of these Rules and Regulations.
 - 11.2.3.3 The Customer, Owner, and/or Developer shall indemnify the District for any loss or damage that may directly, or indirectly, be occasioned by the construction, installation, connection, maintenance, repair, and/or replacement of a Customer Water Service Line both during construction and perpetually thereafter.
 - 11.2.3.4 Employees of the District are prohibited from performing any construction, installation, connection, maintenance, repair, and/or replacement of the Customer Water Service Line on behalf of the Customer, Owner, and/or Developer.
- 11.2.4 As set forth in Section 11.2.3, all Customer Water Service Lines shall be the property of the Developer, Owner, or Customer. This shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain, or otherwise affect the Customer's, Owner's, or Developer's Customer Water Service Line in accordance with these Rules and Regulations. The Customer's, Owner's, or Developer's ownership of the Customer Water Service Line shall not entitle the Customer, Owner, or Developer to make unauthorized uses of any facilities owned or operated by the District. All uses of the Customer Water Service Line or its appurtenances at any time after the initial connection to the Water Main shall be subject to these Rules and Regulations, the District Technical Specifications, and all applicable policies and procedures of the District.
- 11.2.5 The Customer, Owner, and/or Developer is responsible for installing and maintaining, at its sole cost and expense, all pressure modifying devices and appurtenances, including internal pressure reducing valves (PRV).

11.3 Ownership and Maintenance of Customer Sewer Service Lines

- 11.3.1 The Customer, Owner, and/or Developer shall own and be responsible for any construction, installation, connection, maintenance, repair, and/or replacement of the sewer service line and all related appurtenances from the Sewer Main to the connection at the structure receiving service from the District (the "Customer Sewer Service Line") in conformity with these Rules and Regulations and the District Technical Specifications. All costs and expenses incident to the construction, installation, connection, maintenance, repair, and/or replacement of Customer Sewer Service Lines shall be borne by the Customer, Owner, and/or Developer.

- 11.3.1.1 The Customer, Owner, and/or Developer shall address leaks, breaks,

or malfunctions in any Customer Sewer Service Line in accordance with Section 12.2 of these Rules and Regulations.

11.3.1.2 The District may reimburse the Customer, Owner, and/or Developer for up to fifty percent (50%) of the actual expenses for repairs from the Sewer Main to the property boundary or the back of the public sidewalk, whichever is further. The amount to be reimbursed shall not exceed eight thousand dollars (\$8,000.00). In order to be eligible for reimbursement in accordance with this Section, the Customer, Owner, and/or Developer must contact the District and receive the District's written approval prior to conducting the repair, and the District may request the repair be performed under the District's supervision.

11.3.1.3 The Customer, Owner, and/or Developer shall indemnify the District for any loss or damage that may directly, or indirectly, be occasioned by the construction, installation, connection, maintenance, repair, and/or replacement of a Customer Sewer Service Line both during construction and perpetually thereafter.

11.3.1.4 Employees of the District are prohibited from performing any construction, installation, connection, maintenance, repair, and/or replacement of the Customer Sewer Service Line on behalf of the Customer, Owner, and/or Developer.

11.3.2 As set forth in Section 11.3.1, all Customer Sewer Service Lines shall be the property of the Customer, Owner, and/or Developer. This shall not be changed by the fact that the District may construct, finance, pay for, repair, maintain, or otherwise affect the Customer's, Owner's, or Developer's Customer Sewer Service Line in accordance with these Rules and Regulations. The Customer's, Owner's, or Developer's ownership of the Customer Sewer Service Line shall not entitle the Customer, Owner, or Developer to make unauthorized uses of any facilities owned or operated by the District. All uses of the Customer Sewer Service Line or its appurtenances at any time after the initial connection to the Sewer Main shall be subject to these Rules and Regulations, the District Technical Specifications, and all applicable policies and procedures of the District.

11.3.3 The Customer, Owner, and/or Developer is responsible for installing and maintaining, at its sole cost and expense, all pressure modifying devices and appurtenances, including internal pressure reducing valves (PRV).

11.4 Right of Access and Entry

11.4.1 Duly authorized representatives of the District, including but not limited to consultants, employees, and other personnel authorized by the District, bearing proper credentials and identification shall be permitted and are hereby expressly granted the right to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, repairs, or any other reasonable purpose in accordance with the provisions of these Rules and Regulations and applicable policies and procedures of the District. As partial consideration for the provision of service, the Customer, Owner, or Developer, as applicable, grants

the aforementioned duly authorized representatives of the District the express right to enter upon private property for the purposes stated herein. The Customer, Owner, and/or Developer shall maintain, at its sole cost and expense, access to all improvements and appurtenances owned and operated by the District, and the District shall have the right to access any part of the Customer Water Service Line, the Customer Sewer Service Line, and District Facilities at reasonable times. The District's authorized representative may inspect any facility related to the provision of service by the District for compliance with these Rules and Regulations, the District Technical Specifications, policies and procedures of the District, or other applicable laws and charge the Developer, Owner, or Customer a fee as set forth in Exhibit A — Rates, Fees & Charges for such compliance inspections.

11.4.2 The height of the meter pits shall be maintained in accordance with the District Technical Specifications, and there shall be at least three (3) feet of unobstructed access to the meter pit, curb stop, and hydrant from the public right of way and at least five (5) feet of vertical clearance above the meter pit and hydrant. Customers, Owners, and/or Developers shall not install any obstruction above any portion of District Facilities, including, but not limited to, landscaping, fences, irrigation lines, sprinkler systems or mailboxes.

11.4.3 Any obstruction that prevents immediate access to District Facilities, including, but not limited to, landscaping, fences, irrigation lines, sprinkler system, or mailboxes, may be removed by the District, and all costs incurred in the removal or restoration of the obstruction shall be the sole responsibility of the Customer, Owner, and/or Developer. The Customer, Owner, and/or Developer shall be solely responsible for any expense, loss or damage caused by the installation or maintenance of obstruction, including but, not limited to legal, engineering, administrative, collection, court and accounting fees and costs.

11.5 Meter Reading and Testing

11.5.1 The District may at any time, and at its discretion, test, repair or replace a meter to ensure that the meter is recording within the accuracy limits recognized by the AWWA. If the District, in its sole discretion, determines that a meter has failed to register accurately during a given billing cycle, appropriate adjustments to the will be made as follows:

- a. If the meter has registered over three percent (3%) more water than actually passed through it, then the District will provide a credit on the next bill in proportion to the overage amount.
- b. If the meter has registered less than the actual amount of water which passed through it by greater than three percent (3%), then the District will assess an additional charge on the next bill in proportion to the shortage amount.
- c. If the meter has completely failed to register water usage, then the District will assess the Customer for the estimated use on the next bill.
- d. No usage adjustment shall be made to any prior billing cycles.

11.5.2 Any Customer, Owner, and/or Developer may request that a meter be inspected and/or tested by the District. The Customer, Owner, and/or Developer shall make a request to inspect and/or test a meter in writing, and the request shall be accompanied by a deposit equal to the fee set forth in Exhibit A — Rates, Fees & Charges. The District may retain any portion of the deposit to cover expenses related to the inspection and/or testing of the meter.

11.6 Temporary Disconnection

Any Owner and/or Developer may make a written request to the District for a temporary discontinuation of service. The District may charge a reconnection fee, as set out in Exhibit A — Rates, Fees & Charges, at the time service is continued. The District will continue to assess any administrative fee, as set out in Exhibit A — Rates, Fees & Charges, during the period of discontinuation.

11.7 Homeowner's and Property Insurance

Customers, Owners, and Developers of the District shall at all times maintain in full force and effect insurance coverage, whether by rider or otherwise, that is in their opinion adequate to provide coverage for damage incurred to their personal and real property from any back-up, leak, or spill and which covers, to the extent available, their responsibilities and obligations under these Rules and Regulations and policies of the District.

11.8 Limitations on Liability of District

Service from the District is a privilege. As partial consideration for said privilege, the Customer, Owner, and/or Developer agrees that except as provided by the Colorado Governmental Immunity Act, no claim for damage shall be made against the District for any reason including, but not limited to the following: blockage in the sewer system causing the backup of effluent; damage caused by testing of lines; breakage of any Sewer Main or Water Main; interruption of sewer or water service and the conditions resulting therefrom; breaking of any line, valve, or meter; failure of the water supply; shutting off or turning on of water; making of connections or extensions; damage caused by water running or escaping from open or defective faucets and appliances; burst lines and other facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or from turning it on, or from inadequate or sporadic pressures; or from inadequate water delivery, wastewater treatment, or interruption of any services brought about by circumstances beyond its control; or for doing anything to the District Facilities deemed necessary by the Board or its agents. Except if required and as provided by the Colorado Governmental Immunity Act, the District shall have no responsibility for notification to any Customer, Owner, and/or Developer of any of the foregoing conditions. Nothing in these Rules and Regulations may be deemed a waiver by the District of any rights under Colorado law, including but not limited to, the Colorado Governmental Immunity Act. No act or inaction by the District shall be construed as a waiver in whole or in part of the protections provided by the Colorado Governmental Immunity Act unless expressly and formerly resolved by the Board.

11.9 Emergencies.

If an emergency is deemed by the District to exist, the District may take any and all reasonable actions to remediate the emergency, including, but not limited to immediately notifying the Colorado Department of Public Health and Environment or any other appropriate department or agency and disconnecting any Customer Water Service Line or Customer Sewer Service

Line from the District Facilities or taking any other action deemed necessary or prudent to protect the District, the District Facilities, and any Person, Developer, Owner, or Customer until such time as the District has received adequate assurance, in the District's sole discretion, that any and all violations of these Rules and Regulations have ceased or will cease and will not occur in the future and that such emergency has been abated. The District will, as soon as reasonably possible, provide written notice as described in Section 14.2.1 of these Rules and Regulations.

ARTICLE XII

WATER CONSERVATION

12.1 Water Waste Prohibited

- 12.1.1 The District encourages the conservation of water within its Service Area, and the wasting of water is prohibited. Prohibited water waste includes, but is not limited to:
- a. Watering in such a manner, rate, or quantity that it overflows the landscape area being watered and runs onto adjacent property, sidewalks, or public right-of-way;
 - b. Watering which leaves a sprinkler, sprinkler system, or other application device in such a manner or direction as to spray onto adjacent property, sidewalks, or public right-of-way;
 - c. Watering in sufficient quantity to cause pooling or ponding on impervious surfaces;
 - d. Watering in sufficient quantity to cause ice formation on adjacent property, sidewalks, or the public right-of-way;
 - e. Watering of landscaping outside of any permitted watering schedule and any additional watering schedule restrictions imposed by the District;
 - f. Failing to comply with any water use restrictions imposed by the District in accordance with Section 12.4 below;
 - g. Failing to repair Leaks by the Repair Deadline as set forth in Section 12.2 below;
 - h. In conjunction with the use of a handheld hose, washing an automobile, truck, trailer, boat, or other type of motor vehicle or mobile equipment without the use of a workable, positive automatic shut off nozzle;
 - i. Watering during rain or high wind;
 - j. Filling or refilling of a swimming pool, with the exception of the first filling of a swimming pool and the occasional adding of small quantities of water to maintain proper water level;
 - k. Failing to install, repair, or replace equipment required by the District to reduce the demand on the Water Supply System under Section 13.4; and
 - l. Any indiscriminate use of water or washing with water not otherwise identified above which is unreasonably wasteful, as determined by the District.

12.2 Leaks

The Owner or Customer shall address the escape of water through leaks, breaks, or

malfunctions within a plumbing or water distribution system (“Leak” or “Leaks”) as soon as the Owner or Customer first becomes aware of such Leak. Leaks shall be repaired (1) within such time as set forth in any notice provided by the District, or (2) if no such notice is provided, within seven (7) days of the time the Owner or Customer first becomes aware of the Leak, whichever first occurs (the “Repair Deadline”). If satisfactory progress toward repairing the Leak has not been accomplished within the Repair Deadline, the District may take all enforcement measures as permitted by these Rules and Regulations, including, but not limited to, shutting off service until the Leak has been fully repaired, in the District’s sole discretion, and no Leak further exists. In accordance with Section 14.2.2.1, each day of a violation may be considered a separate violation.

12.3 Enforcement

12.3.1 The Owner of the property and all Customers shall be responsible for complying (or otherwise ensuring compliance) with the District’s regulations and restrictions. Penalties for violation of Sections 12.1 and 12.2 above will be assessed to the Owner and may include the following:

- a. Waste of Water Violation Fee—Offense Number 1: In the event of a first violation, the District will provide notice in writing of the waste of water violation to the mailing address on file for the account as a warning.
- b. Waste of Water Violation Fee—Offense Number 2: In the event of a second violation at the same premises within the same calendar year (meaning January 1 to December 31 as used in this Article), the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then-listed in the District’s Rates, Fees & Charges for a second waste of water violation may be added to the water bill.
- c. Waste of Water Violation Fee—Offense Number 3: In the event of a third violation at the same premises within the same calendar year, the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then- listed in the District’s Rates, Fees & Charges for a third waste of water violation may be added to the water bill.
- d. Waste of Water Violation Fee—Offense Number 4: In the event of a fourth violation at the same premises within the same calendar year, the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then- listed in the District’s Rates, Fees & Charges for a fourth waste of water violation may be added to the water bill.
- e. Waste of Water Violation Fee—Offense Number 5: In the event of a fifth violation at the same premises within the same calendar year, the District will provide notice in writing to the mailing address on file for the account, and a Waste of Water Violation Fee in the amount then-listed in the District’s Rates, Fees & Charges for a fifth waste of water violation may be added to the water bill.
- f. Waste of Water Violation Fee—Offense Number 6: In the event of a sixth violation at the same premises within the same calendar year, the District will

provide notice in writing to the mailing address on file for the account, and the District may install a flow restrictor on the Service Line until it is no longer deemed necessary by the District, or the District may suspend service until the cause of the violation is corrected and all outstanding penalty and water service charges have been paid.

- g. The District may, in its sole discretion, elect to provide additional notice of waste of water violations to the Owner, Customer, or property managers by other means.

12.3.2 The District may, in its sole discretion, choose to take action as authorized by Article XIV to suspend service in advance of the sixth violation by following the procedures set forth therein.

12.4 Water Use Restrictions

12.4.1 The Board has adopted the District’s Water Conservation Plan, as the same may be amended from time to time, for the purpose of, among other things, framing the District’s water conservation and efficiency program with respect to current and ongoing water supply needs and water demand management. In accordance therewith, the District’s current watering schedule, which may be amended from time to time, is attached as Exhibit C – Watering Schedule. The watering schedule shall remain in effect until otherwise supplemented or amended, at which time the new watering schedule shall be attached to these Rules and Regulations as Exhibit C.

12.4.2 In its sole discretion, as the Board deems necessary to provide adequate potable water supplies, the Board may impose mandatory water use restrictions by approval of or amendment to any Water Conservation Plan now in effect or hereafter adopted, approval of a separate resolution, or Board action implementing new restrictions. Such water use restrictions shall remain in force and effect until the District’s Board determines that the conditions requiring their imposition no longer exist and removes such water use restrictions.

12.4.3 In addition to any restrictions imposed in accordance with Section 12.4.2, in the event that conditions of supply or quality so limit the District’s water supply that unrestricted water use may endanger the current or future adequacy of that supply or quality, including, but not limited to, a water shortage or drought emergency, the District Manager shall have the authority to establish, adjust (up or down), and eliminate mandatory water use restrictions as are reasonably calculated to conserve and protect the District’s supply and ensure a regular flow of water through its system to meet all of the present and anticipated District demands for potable water. The primary reasons for recommending a change in water use restrictions will be an unanticipated event or a projected reduction in the District’s water supply, when operational restrictions are observed or forecasted, or community responses to the adopted Water Conservation Plan and then- current water use restrictions are not adequate given the near-term water supply conditions. Such water use restrictions shall remain in full force and effect until the District Manager determines that the conditions requiring their imposition no longer exist and he or she removes or adjusts them or until the District Board directs the District Manager as to what revisions the Board desires to implement; provided, however, if any water use restriction will be in place longer than ninety (90) days, the Board must approve the continued implementation of such water use restrictions thereafter.

12.4.4 Any water use restrictions and revisions thereto will take effect and shall be enforceable when published on the District website. The District may also provide notice of water use restrictions via other means, including, but not limited to, providing e-mail notices to customers for whom the District has an e-mail address; sending customer mailing cards or other physical mailings to residential customers, HOA, and large irrigators, including, but not limited to, inserts with customer bills; and posting or publishing notice at other physical and online locations the District finds appropriate, including social media or newspaper publication.

12.5 Homeowners' Association Notice

The notice of water use restrictions posted in accordance with Section 12.4.4 hereof may be transmitted to HOA within the District. Regardless of any such transmission, however, the notice of water use restrictions constitutes evidence of the District's water restrictions then currently in place and may be used by District customers to evidence the same for purposes of Section 38-33.3-302(1)(k)(II), C.R.S. for as long as it is so posted on the District's website.

12.6 Suspension of Service

Notwithstanding anything else in these Rules and Regulations, failure to comply with any provisions of this Article XII, including failure to pay charges or penalties assessed or perform repairs, shall be considered cause for suspension of service as provided in Article XIV, and the District may take any action authorized by Article XIV,. The District may elect, in its sole discretion, to shut off service at either a Backflow Prevention Device or a meter to preserve public health, safety, and welfare.

ARTICLE XIII

MISCELLANEOUS PROHIBITIONS

- 13.1 It is hereby declared that it is the responsibility of the Person causing the introduction of unapproved or unsafe water into the Water Main or Sewer Main during an emergency to see that a procedure to notify and protect Customers and District during the emergency is developed and implemented and that special precautions be taken to disinfect thoroughly and flush out all portions of the Water Supply System which may have become contaminated before they are again used to furnish drinking water. The District shall review the correction method. The District shall determine whether the responsible Person or the District shall implement the correction method. The Person causing the introduction of unapproved or unsafe water shall be solely responsible for any expense, loss or damage caused by such introduction, including but, not limited to legal, engineering, administrative, collection, court and accounting fees and costs
- 13.2 Any vehicle for construction, maintenance or any other use used to store water taken from the Water Supply System shall be equipped with an air gap or an approved protective device. This shall apply to street sweepers, sanitary sewer cleaners (jet trucks), tank trucks, fire trucks, and any other equipment that utilizes water from the Water Supply System and that could also be used to draw or store another substance.
- 13.3 No person shall maliciously, willfully, or negligently, break, damage, destroy, uncover, deface, or tamper, or refuse right of entry, as specified in these Rules and Regulations with any structure, appurtenances, or equipment which is part of the Water Supply System, including fire hydrants and Backflow Prevention Devices, even though all or portions of the same may be privately owned and maintained by the Developer, Owner, or Customer. The District may pursue to the limits of local, state, and/or federal laws any Person(s) that cause damage to the Water Supply System.
- 13.4 The District shall reserve the right to review all current and proposed water uses as to their overall effect on the District's collection, distribution, and storage system. In general, all high volume water users shall be required to take special measures to lessen or limit their demands. For instance, commercial laundries, restaurants, car wash facilities, and similar users may, at the sole discretion of the Board, after review of the projected demands, water waste concerns, and meter requests, be required to install and use tanks, recirculation facilities, or similar devices to reduce the demands on the Water Supply System.

ARTICLE XIV

VIOLATIONS, PENALTIES AND COMPLAINTS

14.1 Violations

Any intentional or negligent action taken by a Person, Developer, Owner, or Customer in contravention of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement shall be considered a violation and is subject to the provisions of this Article.

14.2 Enforcement Remedies

14.2.1 Notification of Violation

Whenever the District finds, in its sole discretion, that any Person, Developer, Owner, or Customer has violated or is violating these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement, the District may issue a written notice to resolve the obligation and correct the problem or the practice at issue. If, in the sole discretion of the District, an emergency exists, the District may take immediate action as provided in Section 14.4 of these Rules and Regulations and shall provide written notice as soon thereafter as possible. In the event of late payment or non-payment of any rates, tolls, charges, fines, fees or assessments, the District is not required to send any notification beyond the billing statement, unless otherwise required by law. Should the violation still exist after the time limit on the notice has elapsed, the District may revoke service, revoke a Permit or assess charges, fines and penalties as provided in Section 14.2.2 of these Rules and Regulations.

14.2.2 Penalties for Violations

14.2.2.1 Penalty

Any Person, Developer, Owner, or Customer in violation of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement may be assessed penalties in an amount to be determined by the District or as shown on Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time. Each violation may be subject to a penalty, and each day of a violation may be considered a separate violation. Penalties may be added to the Person, Developer, Owner, or Customer's next bill.

14.2.2.2 Late Fee

At any time a Person, Developer, Owner or Customer is more than fourteen (14) days late in payment of any rates, tolls, charges, fines, fees or assessments due the District, the District shall have the right to assess a late fee on the unpaid balance in the amount shown on Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time.

14.2.2.3 Interest

Interest on unpaid rates, tolls, charges, fines, fees, assessments, or penalties may, after thirty (30) calendar days, be assessed as permitted by law.

14.2.2.4 Perpetual Lien/Foreclosure

In accordance with Section 32-1-1001(1)(j)(I), Colorado Revised Statutes, as may be amended from time to time, until paid all rates, tolls, charges, fines, fees, assessments, penalties and costs (including but not limited to legal, engineering and administrative fees) shall constitute a first and perpetual lien on or against the entire property served, including all units served by a common Service Line and on or against any property benefitted by a Service Line, Sewer Main line extension, or Water Main line extension. Any such lien may be foreclosed in the manner provided by law.

14.2.2.5 Certification of Amount to County Treasurer

In addition to any other means provided by law, the Board may elect to have certain delinquent rates, tolls, charges, fines, fees, penalties and assessments made or levied solely for service certified to the treasurer of the county to be collected and paid over by the treasurer of the county in the same manner as taxes in accordance with Section 32-1-1101(1)(e), Colorado Revised Statutes, as may be amended from time to time.

14.2.2.6 Revocation of Service

Should a Person, Developer, Owner, or Customer remain in violation of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement after the time limit stated on either a billing statement or a violation notice issued pursuant to Section 14.2.1 of these Rules and Regulations has elapsed, the District may revoke service. In the event of a proposed revocation of service, the Person, Developer, Owner or Customer shall be given not less than ten (10) days' advance notice in writing of the revocation, which notice shall set forth the following:

- a. The reason for the revocation and the date service(s) shall be terminated; and
- b. That the Person, Developer, Owner or 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 Section 14.3 of these Rules and Regulations.

If the obligations are not resolved or a request for a hearing, accompanied by a deposit equal to the amount of any fees, rates, tolls, charges and penalties specified in the notice, is not received by the District within ten (10) days, the District may revoke the service(s) and the Person, Developer, Owner, or Customer may be assessed the cost of the disconnection. The Person, Developer, Owner, or Customer's deposit for service, if any, shall be applied against the outstanding obligation. If service is revoked, a reconnection fee, in the amount set forth in Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time, will be assessed to the Person, Developer, Owner, or Customer. Service to the property will not be reconnected until the

Customer has paid the reconnection fee plus any outstanding past due charges. Further, the District has the right to assess to any Person, Developer, Owner, or Customer who is overdue in payment of his or her account, all legal, court and other costs necessary to or incidental to the collection of said account.

If special circumstances are deemed to exist, in the sole discretion of the District, a Person, Developer, Owner or Customer may be granted a grace period of additional time beyond the date specified for revocation of service in the notice of revocation to resolve the reason for the proposed revocation of service. In the event that the reason for revocation of service is not resolved by the end of the grace period granted by the District, service shall be suspended on the last day of the grace period or on the District's next regularly scheduled shut off date without any additional written notice of revocation of service being provided to the Person, Developer, Owner or Customer.

14.2.2.7 Revocation of Service for Significant Water Leaks or Unauthorized Use

The District may immediately revoke service(s) if a Person, Developer, Owner, or Customer has a significant water leak or makes unauthorized use of any facilities owned or operated by the District. For purposes of this section, a significant water leak includes, but is not limited to, the following:

- a. Residential leak of 150 gallons or more per hour
- b. Commercial leak of 200 gallons or more per hour
- c. Irrigation leak of 200 gallons or more per hour

The District will take reasonable efforts to contact the Person, Developer, Owner, or Customer verbally prior to revoking services. A notice of revocation of service(s) will be posted in a conspicuous location on the applicable property to the extent reasonably possible. The District will provide written notice of the revocation as soon as possible after the revocation. The notice shall set forth the following:

- a. The reason for the revocation of service(s) and the corrective action that must be taken; and
- b. That the Person, Developer, Owner or Customer has the right to contact the District and the manner in which the District may be contacted for questions about the revocation of service(s); and
- c. That there exists an opportunity for a hearing in accordance with Section 14.3 of these Rules and Regulations.

Services will remain revoked during the hearing process under Section 14.3. If service is revoked, a reconnection fee, in the amount set forth in Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time, may be assessed to the Person, Developer, Owner, or Customer. Service to

the property will not be reconnected until the Customer has paid the reconnection fee if such fee is imposed by the District.

14.2.2.8 Revocation of Permit

In addition to the other rights and remedies set forth in these Rules and Regulations, any Person, Developer, Owner, or Customer who violates these Rules and Regulations, any conditions of a Permit or agreement, or violates any applicable local, state or federal regulation, is subject to having his or her Permit revoked after receipt of notice of such proposed revocation in substantially the same manner as provided in Section 14.2.1 of these Rules and Regulations. If the Permit is revoked, the Person, Developer, Owner, or Customer may reacquire such Permit only by reapplying for service in accordance with the Rules and Regulations, and after paying all fees due and owing the District and the then-current development fees charged by the District under these Rules and Regulations for the use in question and complying with all other applicable requirements of the District.

14.2.2.9 Civil Liability

Any Person, Developer, Owner, or Customer who intentionally or negligently violates any provision of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement may be subject to civil liability to the District.

14.2.2.10 Criminal Liability

Any Person, Developer, Owner, or Customer who violates these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement and in doing so commits a misdemeanor or felony may be charged by the appropriate authority with a misdemeanor or felony, and upon conviction thereof, shall be subject to such penalties as provided by law.

14.2.2.11 Other Remedies Provided at Law

In addition to the other rights and remedies set forth in these Rules and Regulations the District may exercise any other rights or remedies it may be entitled to under law or in equity to enforce these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement.

14.2.2.12 Reimbursement of District Costs

Any Person, Developer, Owner, or Customer who violates any of the provisions of these Rules and Regulations or the conditions or obligations set forth in any Permit or agreement shall become liable to the District for any expense, loss or damage occasioned by reason of such violation, including, but not limited to legal, engineering, administrative, collection, court and accounting fees and costs.

14.3 Hearing and Appeal Procedures

14.3.1 General

If a Person, Developer, Owner, or Customer wishes to dispute any rates, tolls, charges, fines, fees, assessments or penalties imposed by the District or a determination made by the District, the Person, Developer, Owner, or Customer may appeal such rates, tolls, charges, fines, fees, assessments or penalties or determination by following the procedure set forth below (a Person, Developer, Owner or Customer filing an appeal is referred to in the remainder of this Section as the “Appellant”). Notwithstanding the filing of an appeal, the Appellant is required to pay any rates, tolls, charges, fines, fees, assessments and penalties assessed by the District, and such rates, tolls, charges, fines, fees, assessments and penalties shall be held by the District until such time as the appeal is final. The hearing and appeal procedures established below shall apply to all disputes concerning the interpretation, application or enforcement of the rates, tolls, charges, fines, fees, assessments and penalties of the District and application and enforcement of these Rules and Regulations, as they now exist or may hereafter be amended. In the event a proper and timely request for an appeal is not made as provided herein, the right to an appeal shall be deemed forever waived.

14.3.2 Appeal to District Management

The Appellant must first file a written appeal with the District within five (5) days of being notified of a proposed revocation of service or other determination of the District or of the due date specified for a rate, toll, charge, fine, fee, assessment or penalty of the District. Within ten (10) days of receiving the request from the Appellant, the District, after a full and complete review of the record, shall issue a written determination regarding the application or enforcement of the rates, tolls, charges, fines, fees, assessments and penalties of the District or application and enforcement of these Rules and Regulations, as may be applicable.

14.3.3 Hearing Before Board of Directors

If the Appellant wishes to appeal the written determination of the District under Section 14.3.2 of these Rules and Regulations, the Appellant must file a written request with the District for a hearing within ten (10) days of the date of the written determination of the District under Section 14.3.2 of these Rules and Regulations was mailed. The request for a hearing shall set forth with specificity the facts upon which the Appellant is relying and shall contain a brief statement of the Appellant’s reasons for the appeal. The Board shall hold a formal hearing on the appeal at the next regularly scheduled meeting that is held no earlier than ten (10) days after the filing of the Appellant’s request for a hearing.

14.3.3.1 Notice

A notice shall be served on the Appellant in the manner specified in this Section, specifying the time and place of the hearing to be held by the Board regarding the appeal and directing the Appellant to present evidence of why the determination regarding the application or enforcement of the fee, rate or charge of the District or application and enforcement of these Rules and Regulations, as may be applicable, is not correct. The notice of the hearing shall be served personally or be certified mail return receipt requested or by any mail delivery service that is the equivalent to or superior to certified mail return receipt requested, at least ten (10) days before the hearing. Service may

be made on any agent or officer of a corporation. When an Appellant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the Appellant shall also be served upon the attorney.

14.3.3.2 Conduct of Hearing

At the hearing, the District's manager and the Appellant shall be entitled to present all evidence that is relevant and material to the dispute, and to examine and cross-examine witnesses. The Board may establish rules and procedures governing the hearing. A record of the hearing shall be maintained.

14.3.3.3 Written Determination

Based on the record established, the Board shall issue a written decision concerning the disposition of the dispute presented to it and shall cause notice of the decision to be hand delivered or sent by certified mail to the Appellant within fifteen (15) days after the hearing.

14.3.3.4 Board of Directors Determination Final

The decision issued by the Board shall be final and binding upon the District and the Appellant and shall constitute the final administrative action of the District. Any party to the hearing aggrieved or adversely affected by an order of the Board may appeal such order to the District Court in and for the County of Arapahoe, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

14.4 Emergencies

If an emergency is deemed by the District to exist, the District may take any reasonable actions to remediate the emergency, including, but not limited to immediately notifying the Colorado Department of Public Health and Environment or any other appropriate department or agency and disconnecting any Service Line from the District Facilities or taking any other action deemed necessary or prudent to protect the District, the District Facilities, and any Person, Developer, Owner or Customer, until such time as the District has received adequate assurance that any and all violations of these Rules and Regulations have ceased or will cease and will not occur in the future and that such emergency has been abated. The District will, as soon as reasonably possible, provide written notice as described in Section 14.2.1 of these Rules and Regulations.

ARTICLE XV

FEES AND CHARGES

15.1 General

The Board is empowered to fix and from time to time to increase or decrease fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District pursuant to Sections 32-1-1001(1)(j)(I) and 32-1-1006(1)(g), Colorado Revised Statutes, as amended from time to time. The District imposes and collects such fees, rates, tolls, and charges in amounts to ensure they are sufficient to operate, maintain and provide the services and the District facilities. The District imposes and utilities its fees, rates, tolls& Charges in accordance with applicable law for protection of the health, safety, and welfare of residents and property owners of the District.

15.2 Schedule of Rates, Fees and Charges

The fees, rates, tolls, charges, fines, assessments, and penalties in existence and in effect are based on the costs of serving existing customers and are set forth in the schedule of Rates, Fees and Charges attached to these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time. Such fees, rates, tolls, charges, fines, assessments, and penalties shall remain in effect until modified by the Board in accordance with these Rules and Regulations and applicable laws. Nothing contained herein shall limit the Board from modifying fees, rates, tolls, charges, fines, assessments, and penalties or from modifying any classification. Revised fees, rates, tolls, charges, fines, assessments, and penalties adopted by the District will become a part of these Rules and Regulations and will be attached hereto as Exhibit A – Rates, Fees & Charges after any such adoption.

15.3 Perpetual Lien

In accordance with Section 32-1-1001(1)(j)(I), Colorado Revised Statutes, as may be amended from time to time, and as more particularly discussed in Section 14.2.2.4 of these Rules and Regulations, until paid, all fees, assessments, rates, tolls, fines, penalties, and charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. If at any time it becomes necessary for the District, following efforts to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations or Colorado law, to initiate foreclosure proceedings as allowed by Section 32-1-1001(1)(j), Colorado Revised Statutes, as amended, all costs so incurred by the District shall be due and payable by the Person, Developer, Owner, or Customer. Payment of all costs and fees outstanding against the subject property shall be a precondition to the resumption of service to that property.

15.4 Responsibility for Costs

Any Person, Developer, Owner, or Customer who seeks to do business with the District, obtain agreements with the District, obtain approval of plans from the District or otherwise undertake activities which cause the District to incur costs or fees shall be responsible for paying the District for all such costs. Any activities by Persons, Developers, Owners, or Customers that may require the District to incur additional costs, including, but not limited to, additional legal, engineering, and administrative fees, shall pay the District for all such additional costs. Such payment shall be due at such time as the Person, Developer, Owner, or Customer receives an invoice from the District or as the Board directs, but in no case later than the date when agreements are executed, approvals are delivered or such Person, Developer, Owner, or Customer receives benefit from the

District for such activities.

The Customer and Owner are equally liable for any rate, fee, charge, or penalty of the District. Any agreements entered into between Customers, Developers, Owners, or any other parties with regard to responsibility for payment of rates, fees, charges, and penalties of the District (including title companies and prior Owners) shall be of no force and effect upon the District and the District may collect its rates, fees, charges and penalties from any party responsible for their payment. Bills for all properties within the District will remain in the name of the current Owner of the property.

15.5 Adjustment of Rates, Fees & Charges

In those situations where, in the District's sole discretion, the fees, rates, tolls, charges and penalties shown on the schedule of Rates, Fees and Charges attached as Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time, do not represent a fair, reasonable and equitable charge for the intended use, the District, in its sole discretion, may adjust or waive said fees, rates, tolls, charges, fines, assessments, and penalties for that particular situation.

15.6 Tap Fees

Tap fees shall be collected with respect to property requiring service pursuant to these Rules and Regulations. The amount of such tap fees and the timing of the collection thereof are set forth in these Rules and Regulations and Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time.

15.7 Water Meter Related Fees

The fees associated with water meters, and all other related fees and charges of the District, as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time, must be paid before the water meter will be furnished.

15.8 Inspection Fees

The District may perform an inspection of facilities related to the provision of water and sanitary sewer service. A Developer, Owner, and/or Customer shall be required to pay inspection fees as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time.

15.9 Hydrant Permit Fee

Temporary use of a hydrant owned by the District may be obtained by submitting an application and paying the deposit and fees required by the District as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time.

15.10 Reconnection Fee

A Developer, Owner, and/or Customer shall be required to pay a reconnection fee, as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time, to reestablish service subsequent to a revocation of service.

15.11 Fire Sprinkler Systems

Internal fire sprinkler systems shall be owned, operated, and maintained by the Developer,

Owner, and/or Customer.

15.12 Security Deposit

The District may require Customers to make a deposit of a minimum of one-month's historical water service charges if there is a history of delinquency in the payment of rates, fees, or charges. Deposits may be returned after one (1) year at the request of the Customer, providing that all bills rendered during the preceding 12-month period have been paid within thirty (30) days of presentation. Otherwise, the deposit will be returned on termination of service and payment of the final utility bill.

15.13 Billing

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

15.14 Metering

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

15.15 Meter Reading

Meter readers shall have the right to enter public and private property for the purpose of meter reading. All meters shall be free and accessible for said purpose of meter reading. All meter readers shall carry an identification card issued by the District. The meter reader need not be admitted to any premises unless he or she, if requested, displays the identification card to the Developer, Owner, and/or Customer.

15.16 Payment for Service

Bills for rates, rolls, charges, fines, fees or other assessments owed to the District shall be payable by the due date on the billing statement. Any unpaid amounts outstanding more than fourteen (14) days beyond the due date may be subject to late fees as provided in Section 14.2.2.2. The District shall have the right to deny payments that would result in a credit to the account. The District, in its sole discretion, may credit any amounts received to any charges due.

15.17 Returned Payments & Returned Payment Fee

Any check tendered to the District for payment of rates, fees, penalties, or charges which is returned to the District for any reason whatsoever shall be subject to a returned check fee as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time. Any electronic payment tendered to the District for payment of rates, fees, penalties, or charges which is returned to the District, disputed, or charged back, for any reason whatsoever, shall be subject to a disputed payment fee as set forth in these Rules and Regulations as Exhibit A – Rates, Fees & Charges, as the same may be amended from time to time. The District may require a Developer, Owner, and/or Customer to tender payments to the District for payment of rates, fees, penalties, or charges in cash if, in the District's sole discretion, there is a history of returned checks and/or returned, refunded, disputed, or chargeback electronic payments.

15.18 Unmetered Service Fee

The District shall have the right to assess an unmetered service fee to any Owner, Customer, or Developer who fails to install a water meter prior to the sale of a property as set forth in these Rules and Regulations as Exhibit A - Rates, Fees & Charges, as the same may be amended from time to time. Service shall be revoked until the meter is installed.

15.19 Penalties for Late Payment or Non-Payment

Late payment or non-payment of any rates, tolls, charges, fines, fees, or assessments owed to the District may result in the District taking actions, which may include, but are not limited to charging a late fee, penalty and interest, or revoking service in accordance with Article XIV of these Rules and Regulations. If service is revoked, a reconnection fee, in the amount set forth in the schedule of Rates, Fees and Charges attached hereto as Exhibit A, as the same may be amended from time to time, will be assessed to the Customer. Service to the property will not be reconnected until the Customer has paid the reconnection fee plus any outstanding past due charges. Further, the District has the right to assess to any Customer who is overdue in payment of his or her account, all legal fees, court costs and other costs necessary to or incidental to the collection of said account.

ARTICLE XVI

OIL AND GAS OPERATIONS

16.1 General

The District values a balanced approach to oil and gas development that is protective of public health, safety, welfare, the environment, and wildlife resources, while providing for a regulatory framework that is predictable and consistent for industry. To that end, the District exercises its authority to site, inspect, and monitor oil and gas operations as a local government designee pursuant to Colorado Oil and Gas Conservation Commission (“Commission”) Rule 214 and a public water supplier pursuant to Commission Rule 317B.

The District’s renewable water supply area wells overlie the Beebe Draw Aquifer, a unique, highly permeable, very shallow, alluvial aquifer with water levels often lying ten (10) feet or less from ground surface. This, combined with the very permeable nature of the aquifer gravels, makes the Beebe Draw Aquifer highly susceptible to contamination from surface and near surface releases.

16.2 District Water Supply Boundaries

As used in this Article, the District’s Water Supply Boundaries (the “Boundaries”) shall include its customer area in the City of Centennial and unincorporated Arapahoe County and its water supply area in Douglas, Arapahoe, Adams, and Weld Counties, as they exist now and may exist in the future.

16.3 Intergovernmental Agreement

On April 3, 2019, following the passage of Senate Bill 19-181, the District and the Commission entered into an intergovernmental agreement whereby the Commission partially assigned its oil and gas operations siting, inspection, and monitoring functions to the District pursuant to Section 34-60-106(15), C.R.S. for purposes of assessing compliance with the Oil and Gas Conservation Act, Sections 34-60-101, *et. seq.*, C.R.S., any rule, regulation, or order of the Commission, any rule, regulation, or bylaw of the District, or any permit issued by the Commission’s Director. The District shall be primarily responsible for siting, inspection, and monitoring within its Boundaries, and the Commission shall be secondarily responsible as a referral agency.

16.4 Oil and Gas Permit Applications

Operators interested in oil and gas operations within the District’s Boundaries shall submit applications to the District pursuant to the requirements of Title 34, Article 60, C.R.S. and the Commission’s Rules and Regulations. The District will site, inspect, and monitor operations pursuant to the requirements of Title 34, Article 60, C.R.S., the Commission’s Rules and Regulations, and the District’s Best Management Practices for Protection of Community, Environment, Health, and Safety (“BMPs”), as such document may be amended from time to time. At the District’s discretion, Operator may be required to perform water quality sampling and monitoring, perform soil vapor monitoring, and develop an emergency preparedness plan.

16.5 Financial Assurance

Operator shall maintain appropriate financial assurance pursuant to Commission Rule 304 and the 700 Series Rules. Moreover, Operator shall maintain environmental liability insurance with limits of not less than \$5,000,000 per pollution incident, with coverage including gradual pollution events.

16.6 Liability

Operator shall defend and indemnify the District from and against all claims and liability against the District arising out of or related to the operations of the Operator. If the District's water supply is adversely impacted by an oil and gas operation due to pollution, diminution, or contamination, including spills, discharges, or other emergencies, the Operator will be responsible for restoring or replacing the impacted water supply with an alternate water source of adequate quantity and quality for municipal purposes served by the supply.

EXHIBIT A
RATES, FEES & CHARGES

EXHIBIT B

WATERING SCHEDULE

Residential/Commercial Customers Three Days Per Week

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
EVEN Numbered Addresses	ODD Numbered Addresses	EVEN Numbered Addresses	ODD Numbered Addresses	EVEN Numbered Addresses	NO Watering for Residential & Commercial Customers	ODD Numbered Addresses

NO WATERING BETWEEN 10AM AND 6PM



Water & Sanitation District

303-693-3800

6201 S Gun Club Rd

Aurora, CO 80016

info@eccv.org



Sod and Seed Planting Guidelines

- Sod and Seed planting is **prohibited from June 1st-September 1st**
- Flowers or garden plantings are permitted all year

Tips:

- Check for leaks in your irrigation system regularly as they can occur underground, in your sprinkler heads, and valve boxes. Periodically turn on your system and run each zone through a test cycle.
- Turn off sprinklers when it rains or on windy days.
- Use a hose to spot water dry patches, gardens, trees and shrubs

Large Irrigator Customers

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
START TIME	END TIME	START TIME	END TIME	START TIME	END TIME	NO WATERING
6 PM	10 AM	6 PM	10 AM	6 PM	10 AM	ALLOWED
<p style="font-size: 1.2em; color: red; margin: 0;">No Watering Between 10 AM & 6 PM</p> <p style="margin: 0;"><u>Maximum Hours Allowed To Water:</u> No More Than 48 Hours</p> <p style="margin: 0;"><u>No New Sod or Seed Allowed:</u> Until September 15th</p> <p style="margin: 0;"><u>System Testing:</u> Any Time During Set Watering Hours</p> <p style="margin: 0; font-size: 1.1em;">Phone: 303.693.3800 www.eccv.org</p>						