

**RULES AND REGULATIONS**  
**EAST VALLEY METROPOLITAN DISTRICT**  
and  
**EAST VALLEY WATER ENTERPRISE**  
*Adopted October 10, 2000*

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## **ARTICLE I - OVERVIEW**

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- 1.1 Authority.** The East Valley Metropolitan District ("District"), is a governmental entity and political subdivision of the State of Colorado with those powers specifically granted, reasonably employed and necessary or proper to carry out the objectives and purposes of the District, as set forth in Title 32 of the Colorado Revised Statutes, ("Special District Act"). The East Valley Water Enterprise ("Enterprise"), was established to, among other matters, construct, operate and maintain the water system and perform the services that have historically been provided or could be provided by the District. The Enterprise enjoys all of the rights provided to "water activity enterprises" under Article 45.1 of Title 37 of the Colorado Revised Statutes.
- 1.2 Description of the District and Enterprise.** The District and the Enterprise currently provide water service to residential customers located within the Algonquin Acres and Valley Country Club Estates subdivisions in the city of Centennial in Arapahoe County. Sewer Service is provided to customers in the Valley Country Club Estates subdivision pursuant to an Agreement between the District and the Arapahoe County Water and Wastewater Authority. Customers in the Algonquin Acres subdivision utilize individual wastewater disposal systems consisting of septic tanks and leach fields that are owned and maintained by each customer. The water system of the District is primarily for the purpose of supplying water for domestic uses. The use of water for lawn and garden irrigation is allowed, but is secondary to domestic use.
- The District also coordinates a voluntary community trash collection contract with a private solid waste provider for homes in Algonquin Acres. Homes in the Valley Country Club Estates are obligated to participate in a similar trash contract through their homeowners association. Trash collection costs are covered directly through fees charged only to the homes using these services at a 100% cost recovery rate with a small administrative fee added to ensure that all the costs associated with these selective services are covered fully by the users.
- 1.3 Purpose.** The purpose of this consolidated body of Rules and Regulations is to ensure an orderly and uniform administration of the provision of services and operations of the District and the Enterprise.
- 1.4 Policy.** The Board of Directors of the District and the Enterprise hereby declares that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to promote the health, safety, prosperity, security, and general welfare of the inhabitants and service users of the District. The Board finds and determines that the adoption of these Rules and Regulations is necessary for the health, welfare, security and public safety of the inhabitants and service users of the District and the Enterprise.
- 1.5 Scope.** These Rules and Regulations shall be treated and considered as new and comprehensive regulations governing the operations and functions of the District and the Enterprise, and shall supersede all prior rules and regulations of the District and the Enterprise.
- 1.6 Intent of Construction.** It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part thereof is separate, distinct and severable from all other parts. No omission or additional materials set forth in these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant or power, duty, or responsibility, or limitation or restriction, imposed or conferred upon the Board of Directors by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District or the Enterprise to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to governmental or proprietary affairs of the District or the Enterprise.
- 1.7 Amendment.** It is specifically acknowledged that the Board of Directors shall retain the power to amend these Rules and Regulations to reflect those changes determined to be necessary by the Directors. Prior notice of these amendments shall not be required by the District or the Enterprise in exercising the amendment powers pursuant to this Section.

## **ARTICLE II - DEFINITIONS**

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

- 2.1 **ACWWA.** "ACWWA" means the Arapahoe County Water and Wastewater Authority.
- 2.2 **Applicant.** "Applicant" means any Person (as herein defined) who applies to the District or the Enterprise for a service connection or service disconnection, Main Line extension, or other such service.
- 2.3 **Board.** "Board" and "Board of Directors" mean the Board of Directors of the District and the Enterprise.
- 2.4 **Contractor.** "Contractor" means any Person authorized by the District or the Enterprise to perform work for and to furnish materials to the District or the Enterprise.
- 2.5 **C.R.S..** "C.R.S." means the Colorado Revised Statutes, as amended from time to time.
- 2.6 **Curb Stop.** "Curb stop" means a water shut off valve located approximately at the point where the Water Service Line crosses the property line and which shall have a valve box extending at least two inches above the finished ground surface.
- 2.7 **Customer.** "Customer" means any Person, company, corporation, homeowners' association, or similar entity to whom the District or the Enterprise provide services.
- 2.8 **District.** "District" means the East Valley Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.
- 2.9 **Dwelling Unit.** "Dwelling Unit" means one or more habitable rooms arranged, occupied, or intended or designed to be occupied by not more than one family, with facilities for living, cooking, sleeping, and eating.
- 2.10 **Enterprise.** "Enterprise" means the East Valley Water Enterprise.
- 2.11 **Equivalent Dwelling Unit.** "Equivalent Dwelling Unit" or "Single Family Equivalent Dwelling Unit" means a use which is estimated to have an impact upon the Water System equal to that of the average dwelling unit.
- 2.12 **Inspector.** "Inspector" means that Person who, under the direction of the Board, shall inspect all water connections, installations of, and repairs to the Water System and facilities of the District and the Enterprise, to ensure compliance with the Rules and Regulations.
- 2.13 **Main Line.** "Main Line" means any Water Main or Sewer Main owned by the District or the Enterprise which is used to convey or supply water or convey sewage.
- 2.14 **Manager.** "Manager" of the District means the Person or entity retained by the Board to administer and supervise the affairs of the District and the Enterprise, and enforce the Rules and Regulations; but in no event shall the Manager have the right or authority to make any decision involving policy or committing the District or the Enterprise to any policy without express authority of the Board.
- 2.15 **Owner.** "Owner" means a person who is the owner of real property receiving or anticipated to receive services from the District or the Enterprise as shown in the public records of the Arapahoe County Assessor; provided, however, that if title is held in representative capacity, or the right to possession, use and control of the property has been judicially vested in another person, such equitable owner shall have the rights and responsibilities set forth herein for owners.

- 2.16 Person.** "Person" means any individual, firm, partnership, joint venture, corporation, limited liability company, homeowners' association, governmental unit or other entity of any nature, whether public or private.
- 2.17 Rules and Regulations.** "Rules and Regulations" means the Rules and Regulations of the District and the Enterprise, including all amendments and policies as set forth in the minutes and resolutions of the Board of Directors.
- 2.18 Shall; May.** Whenever "shall" is used herein, it shall be construed as a mandatory direction; whenever "may" is used herein, it shall be construed as a permissible, but not mandatory, direction.
- 2.19 Tap or Connection.** "Tap" or "Connection" means the connecting of a Service Line to the Water System or the Sewer System.
- 2.20 Tap Fee .** "Tap Fee" means the payment to the District of a fee for the privilege of connecting to the Main Lines of the District and the Enterprise. Such a fee shall be charged and paid prior to the time of the issuance of a building permit.
- 2.21 Water Main.** "Water Main" means any pipe, piping, or system of piping used for the purpose of conveying water to the Customer's Service Line. Unless otherwise provided by the Board, a Water Main shall be four inches (4") or more in diameter.
- 2.22 Water Service Line.** "Water Service Line" means the privately owned and maintained water pipe, line, or conduit extending from its point of connection at the Water Main to the Customer's building.
- 2.23 Utility System.** "Utility System" means the tangible facilities used to deliver and treat water, including but not limited to water mains, storage, wells and pump stations owned and maintained by the District or the Enterprise.
- 2.24 Any Other Term.** Any other term not herein defined shall be defined as presented in the "Glossary - Water and Sewage Control Engineering", APHA, AWWA, ASCE, and FWSA, latest editions.

## **ARTICLE III - GENERAL**

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**3.1 Governing Body.** All powers, privileges and duties vested in or imposed upon the District and the Enterprise shall be exercised and performed by and through the Board of Directors, whether set forth specifically or impliedly in these Rules and Regulations. The Board consists of five individuals who, as residents or property owners within the District and Colorado electors, are qualified to serve as directors. The Board may delegate to officers, agents and employees of the District or the Enterprise any or all executive, administrative and managerial powers.

**3.2 Meetings.**

- A. Regular Meetings. Regular meetings of the Board shall be held on the fourth Wednesday of each month at 6:30 P.M. at TACAir, 7425 S. Peoria Street, Englewood, CO 80112.
- B. Meetings Public. All meetings of the Board are open to the public. From time to time the Board meets in Executive Session to receive legal advice or to discuss ongoing contract negotiations, litigation matters, personnel matters or other legally privileged matters.
- C. Notice of Special Meetings. Notice of any special meetings shall be in writing and shall be in the manner, form and within the time required by statute.

**3.3 Conduct of Business.**

- A. Quorum. No business of the Board of Directors shall be transacted except at a regular or special meeting at which a quorum consisting of not less than three Directors shall be present.
- B. Vote Requirements. Any action of the Board shall require the affirmative vote of the majority of the Directors present and voting, except that on questions involving inclusion or exclusion of territories; or the authorization of the expenditure of money in excess of \$5,000.00, such action shall require the approval of a majority of the entire membership of the Board.
- C. Order of Business. The business of all regular meetings of the Board shall be transacted as far as practicable in the following suggested order:
  - (1) Roll call of members.
  - (2) Approval of the minutes of the previous meeting.
  - (3) Consideration and payment of bills.
  - (4) Reports of the Manager, officers, committees, and professional consultants.
  - (5) Unfinished business.
  - (6) New business.
  - (7) Election matters and resolutions and election of Board officers.
  - (8) Adjournment.

The Manager shall prepare an agenda for each Board meeting. To the extent possible, all persons desiring to appear before the Board for any purpose shall make known such desire to the Manager three (3) business days prior to the meeting.

- D. Resolutions and Motions. Each and every action by the Board, necessary or proper for the government and management of the affairs of the District and the Enterprise, for the execution of the powers vested in both entities and for carrying into effect the provisions of the Special District Act, shall be taken by the passage of resolutions and motions.
- E. Minute Book. Minutes of Board meetings shall be prepared for each meeting. After approval by the Board, all minutes shall be available for public inspection. No attempt is made to maintain a verbatim transcript of Board discussions. All resolutions, within a reasonable time after their

passage, shall be recorded in a book kept for that purpose and shall be signed by the President and Secretary of the Board.

### **3.4 Officers and Personnel.**

- A. **Qualifications and Terms.** Members of the Board of Directors shall be qualified electors of the District. Each Board member shall sign an oath of office and be bonded at District expense in no less sum than stipulated by State Statutes.
- B. **Election of Officers.** The Board of Directors shall elect from its membership a president, a vice president, a secretary and a treasurer who shall be the officers of the Board of Directors and the District and the Enterprise. The officers shall be elected by ballot of the majority voting at said election. The election of officers shall be held on each even numbered year following the District election and as needed following a change in the membership of the Board. Each officer so elected shall serve for his or her specified term of office until such term shall expire upon the election of their successor, or until a majority of the Board shall determine to change officers.
  - (1) Any Officer holding the same position for two consecutive elections shall not stand for re-election in that same position. Officers filling a vacant position mid-term may stand for re-election in the next even numbered year election.
- C. **Vacancies.** Any vacancy occurring on the Board shall be filled for the unexpired term by appointment through action of the Board of Directors. Public notice shall be given by mail to the residents of the District that a vacancy exists and invite interested and qualified applicants to apply for appointment consideration. The Board shall interview qualified applicants prior to any appointment being made.
- D. **President.** The president shall preside at all meetings, and shall be the chief executive officer of the District and the Enterprise. Except as otherwise authorized by resolution, the president shall sign all contracts, deeds, notes and debentures on behalf of the District and the Enterprise.
- E. **Secretary.** The secretary shall oversee the records of the District and the Enterprise; shall act as secretary at the meetings of the Board and record all votes; shall oversee the preparation of a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. Such person shall have the power to attest to the validity of all contracts and instruments authorized to be executed by the District or the Enterprise.
- F. **Treasurer.** The treasurer shall supervise the financial records of the District and the Enterprise. The treasurer shall review, approve, and sign financial audits of the District and the Enterprise. The treasurer shall be bonded, at the expense of the District, in accordance with Colorado statute. The treasurer may also oversee actions of the Budget and Audit Committees, as may be applicable.
- G. **Vice President.** The vice president will preside at all meetings in the absence of the president.
- H. **Additional Duties.** The officers of the Board shall perform such other duties and functions as may be required from time to time by the Board, by the Rules and Regulations of the District and the Enterprise, or by special exigencies, which shall later be ratified by the Board.
- I. **Board Members** shall be compensated to the maximum amount allowed by Colorado statute.

- 3.5 District Management.** The Board may appoint a Manager who shall serve for such term and upon such conditions, including salary, as the Board may establish to oversee the day-to-day administration of the District and the Enterprise, and the operation of the utility system. The manager shall have such powers and duties as may be specifically assigned to such person from time to time by the Board. Contracts for professional services of engineers, accountants, attorneys and special consultants may be

entered into on such terms and conditions as may seem reasonable and proper to the Board. The selection of agents, employees, engineers, accountants, attorneys and special consultants by the Board shall be based upon the relative qualifications and capabilities of the applicants, and shall not be based on political services or affiliations. Agents and employees shall hold their offices during the pleasure of the Board.

**3.6 Office.**

- A. Business Office. The principal business office of the District and the Enterprise shall be 20363 E Top T Ranch Place, Parker, CO 80134, unless otherwise designated.
- B. Establishing Other Offices and Relocation. The Board, by resolution from time to time, may designate and locate and relocate its business office and such other offices as in its judgment are needed to conduct the business of the District and the Enterprise.

**3.7 Business Administration.**

- A. Fiscal Year. The fiscal year of the District and the Enterprise shall commence on January 1 of each year and end on December 31.
- B. Budget. The Manager shall prepare and submit to the Board of Directors a proposed budget for the ensuing year on or before the deadline specified in the Colorado Revised Statutes. Such proposed budget shall be accompanied by a statement which shall describe the important features of the budget plan, and by a general summary setting forth the aggregate figures of the budget in such manner as to show the balanced relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the last completed fiscal year and the current fiscal year. It may be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District and the Enterprise shall be classified according to receipts.
- C. Notice of Budget. Upon receipt of such proposed budget, the Board of Directors shall cause to be published a notice showing that the proposed budget is open for inspection by the public at its business office, that the Board will consider the adoption of the proposed budget on a certain date, and that any interested elector may inspect such proposed budget and file or register any objections thereto at any time prior to its final adoption.
- D. Adoption of Budget. Under normal circumstances, the budget for the following year is considered by the Board of Directors in October and November. The Board of Directors shall review the proposed budget, revise, alter, increase or decrease the items as it shall deem necessary in view of the needs and probable income of the District and the Enterprise. The Board shall then adopt the budget setting forth the expenditures authorized to be made in the ensuing fiscal year, no later than December 15 of each year, or the date set by State Statute.
- E. Levy and Collection of Taxes. In accordance with State Statutes, the Board of Directors shall certify to the Board of County Commissioners of Arapahoe County the necessary mill levy for the ensuing fiscal year, in order that, at the time and in the manner required by law for the levying of taxes, such Commissioners shall levy such tax upon the assessed valuation of all taxable property within the District.
- F. Filing of Budget. Upon the adoption of the budget, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government of the Department of Local Affairs.
- G. Appropriating Resolution.

- (1) At a regular or special meeting held before January 1 of the next fiscal year, the Board of Directors shall enact a resolution making appropriations for the fiscal year beginning January 1 next.
- (2) The income of the District and the Enterprise, as estimated in the budget and as provided for in the tax levy resolution and other revenue and borrowing resolutions, shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by the appropriation resolution.

H. Contingencies.

- (1) In cases of emergency caused by a natural disaster, public enemy, or some contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board of Directors may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a two-thirds vote of the entire membership of the Board. Such resolution shall set forth in full the facts concerning the emergency.
- (2) In such case of emergency, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government of the Department of Local Affairs in compliance with the Colorado Revised Statutes.

I. Payment of Contingencies. To the extent that unspent or uncommitted funds are insufficient to meet the emergency appropriation, the Board of Directors may borrow money in accordance with statutory procedures.

J. Annual Audit.

- (1) The Treasurer, with the assistance of the Manager, shall arrange for an annual audit to be made before June 1 of the following year of all financial affairs of the District and the Enterprise through December 31 of the prior fiscal year. In all events, the audit report must be submitted to the District within six months of the prior fiscal year-end, or in accordance with Colorado state statutes, whichever is later. Such audit shall be made by a certified public accountant, who is not otherwise employed by the District or the Enterprise. The auditor shall prepare, and certify as to its accuracy, an audit report, including a financial statement based on such audit, pursuant to statutory requirements.
- (2) A copy of the audit report shall be maintained by the Manager as a public record for public inspection at all reasonable times. A copy shall also be forwarded to the State Auditor, or other relevant state official, pursuant to statutory requirements and deadlines.

**3.8 Conflict of Interest.**

- A. Refrain from Participation. Any member of the Board who is present at a meeting, at which is discussed any matter in which he or she has, directly or indirectly, a private pecuniary or property interest, shall disclose his or her interest; shall refrain from advocating for or against the matter; and shall not vote in respect to such matter. Such interested Director shall not be counted for purposes of constituting a quorum.
- B. Business with District. No member of the Board shall contract or conduct business with the District, unless such transaction is clearly in the best interests of the District, complies with all conditions of "Conflict of Interest" Statutes, and is approved by a unanimous vote of the disinterested Directors.

**3.9 Indemnification of Directors.** Any person who at any time shall serve, or shall have served, as director or officer of the District, and the heirs, executors, and administrators of such person, shall be indemnified by the District against all costs and expenses (including but not limited to counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the

defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which he or they may be involved by virtue of such person's being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties as such director or officer, or (b) any matter settled or compromised, unless, in the opinion of the Directors, there is not reasonable ground for such person's being adjudged liable for negligence or misconduct in the performance of his duties as director or officer, or (c) any amount paid or payable to the District by other enterprises. The foregoing indemnification shall be deemed exclusive of any other rights to which those indemnified may be entitled under any law, agreement or otherwise.

**3.10 Powers of the Board of Directors.** Without prejudice to the general powers conferred by law and by Article I, Section 1 herein, it is hereby expressly declared that the Board of Directors shall have the following powers and duties:

- A. From time to time to make and change these Rules and Regulations, not inconsistent with law, for the management of the business and affairs of the District and the Enterprise.
- B. To confer by resolution upon any appointed officer the power to choose, remove or suspend employees or agents, upon such terms and conditions as may seem fair and just and in the best interests of the District and the Enterprise.
- C. To determine and designate, except as otherwise provided by law or these Rules and Regulations, who shall be authorized to make purchases, negotiate leases for office space or sign receipts, endorsements, checks, releases and other documents.
- D. To create standing or special committees and delegate such power and authority thereto as the Board deems necessary and proper to the performance of its functions and obligations.
- E. To prepare a report covering each year's activities, including a financial statement.
- F. To aid in financing regional studies and plans relating to water and sewer matters.
- G. To enter into contracts with taxpayers within the District which allow such taxpayers or the District and Enterprise to construct water and sewer lines within any sub-area or unserved area and to connect the same with water and sewer lines of the District and Enterprise. Such contract should permit proceeds (other than service charges) derived from water and sewer fees or surcharges from such area to be applied on the payment of the cost of the construction, and may provide for escrow funds to be established to finance the future capital improvements for service in any such area.
- H. To divide the District into areas in accordance with the water and sewer facilities furnished or to be furnished in such areas; and, in the event the Board finds it infeasible, impractical or undesirable for the good of the entire District to extend water and/or sewer lines or to furnish water and/or sewer facilities to any part of the District, to designate such areas not to be served with water and/or sewer facilities by an appropriate resolution.

## **ARTICLE IV - OWNERSHIP AND MAINTENANCE**

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**4.1 Ownership of Water.** The District and the Enterprise shall have sole dominion and control of all water supplied through the Utility System, subject to reasonable use thereof by Customers in compliance with applicable water service permits and/or these Rules and Regulations. Such dominion and control shall continue without interruption as to all wastewater, return flows, runoff, sewage or tail water attributable to or originating in water supplied through the Utility System. The District and the Enterprise shall have the exclusive right to recapture such return flows or claim credit therefrom for exchange, replacement, augmentation, substitute supply or any other lawful purpose, and dominion and control over water shall continue to attach to all such return flows even after they return to the ground. All return flows from water supplied through the Utility System remain the property of the District and the Enterprise. The District and the Enterprise may trade, exchange, or transfer, a portion or all of its interest in return flows or water supplied through the Utility System for the overall benefit of the District.

### **4.2 Ownership and Maintenance of Facilities.**

4.2.1 Except as otherwise provided in a written agreement with the District or the Enterprise, all existing and future Main Lines, treatment works and other infrastructure connected with and forming an integral part of the Utility System shall become, and are, the property of the District and the Enterprise, regardless of whether the facilities are constructed, financed, paid for, or otherwise acquired by the District or the Enterprise, or by other persons, and the District or the Enterprise shall be responsible for the operation and maintenance of such facilities.

4.2.2 All existing or future Service Lines extending from the Main Line to each Dwelling Unit or building for each Customer shall become, and are, the property of the Customer. This principle shall not be changed by the fact that the District or the Enterprise might construct, finance, pay for, repair, maintain, or otherwise affect the Service Lines. The construction of any Service Line shall be done in compliance with Article VI of these Rules and Regulations. The Customer's ownership of the Service Line shall not entitle the Customer to make unauthorized uses of the Utility System once the Service Line has been connected to a Main Line. All uses of the Service Line, or any appurtenances thereto, at any time after the initial connection to the Utility System, shall be subject to these Rules and Regulations. Each Customer shall be responsible, at its expense, for constructing and maintaining the entire length of the Service Line serving such Customer's property. Leaks or breaks in the Service Line shall be repaired by the Owner of the property served by the Service Line within twenty-four (24) hours of obtaining knowledge of a leak, or from the time of notification of such condition by the District or the Enterprise. If satisfactory progress toward repairing said leak has not been completed within the same time period, the Manager shall shut off the service until the leaks or breaks have been repaired. In addition, the District or the Enterprise shall have the right to affect the repair, and the cost therefore shall constitute a lien on and against the property of such Customer. Each Customer having boilers, yard hydrants, irrigation systems and/or other appliances on its premises, depending upon pressure or water in pipes, or on a continual supply of water shall provide, at its own expense, suitable safety devices to protect such Customer and such Customer's property against a stoppage of water supply, a loss of pressure or excessive pressure. The District and the Enterprise expressly disclaim any liability or responsibility for any damage resulting from a Customer's failure so to equip the Customer's property.

4.2.3 All water meters and shut-off valves shall become, and are, the property of the District and the Enterprise regardless of whether the meters and/or shut-off valves are installed, financed, paid for, repaired, or maintained by another Person, or whether the meters and/or shut-off valves are located on a Customer owned and maintained Service Line. The District or the Enterprise shall, at Customer's expense, have the right to test, remove, repair, or replace any and all water meters. It shall be the duty of each Customer to notify the Manager if the water meter for such Customer's property is operating defectively. The repair/replacement of curb stop valves is the responsibility of the District and the Enterprise. The necessity to repair/replace the curb stop

valve shall be at the sole discretion of the District and the Enterprise. The District or the Enterprise shall contract for the work and cause the owner of the property served to be charged the actual cost of work and materials.

- 4.3 Liability of District and Enterprise.** Nothing contained in these Rules and Regulations shall be deemed to constitute the assumption of any duty by the District or the Enterprise. Neither the District nor the Enterprise shall be liable or responsible for inadequate treatment; blockages in the Utility System; breakage of Main Lines; interruption of water service and the conditions resulting therefrom; breaking of any service line, pipe or meter by any employee or agent of the District or the Enterprise; failure of the water supply; shutting off or turning on water; making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst Service Lines or other facilities not owned by the District or the Enterprise; damage to water heaters, boilers, or other appliances resulting from shutting water off, or from turning it on, or from inadequate, excessive, or sporadic pressures; or for doing anything to the Utility System deemed necessary by the Board or its agents. Neither the District nor the Enterprise shall have responsibility for notification to Customers of any of the foregoing conditions.
- 4.4 Inspection Powers and Authority of Agents.** The Manager, and other duly authorized employees and agents of the District and the Enterprise, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, repairing, replacing and testing, in accordance with the provisions of these Rules and Regulations. Failure to permit such inspections, observations, measurements, samplings, repairs, replacement and/or testing upon the request, in writing, of the Manager shall result in the immediate disconnection of service to the property of the party failing to permit such activity.

## **ARTICLE V - USE OF UTILITY SYSTEM**

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**5.1 Policy.** It is the function of the District and the Enterprise to distribute water to its Customers. The District will use its best efforts to provide water in sufficient quantity and of acceptable quality for its Customers as the need arises. The District and the Enterprise cannot and do not guarantee a quantity of water to be available to meet the demand that may arise nor do they guarantee water pressures sufficiently high to operate sprinkler systems, automatic household appliances or other equipment dependent upon water pressure for their operation. Accordingly, it can be anticipated that certain limitations and conditions may be imposed by the District or the Enterprise with respect to the use of the Water System and the ability to make new connections when requested.

**5.2 Discontinuance of Service.** The District and the Enterprise reserve the right to temporarily discontinue service to any property at any time for any reason deemed necessary or appropriate by the District or the Enterprise. Such reasons include, but are necessarily limited to the following:

- (a) for misrepresentation, in application, as to property or fixtures to be supplied, or the use to be made of the water and sewer;
- (b) for the use of water for any other property or purpose than that described in the application;
- (c) for changing the use to be made of the water supply without prior notice to and consent of the District or the Enterprise;
- (d) for failure to protect and maintain the connection, Service Lines, curb stop, meters, appurtenances and fixtures in good order;
- (e) for molesting any installation, service pipe, curb stop, water meter or any other appliance of the District or the Enterprise controlling or regulating the water or sewer services;
- (f) for denial or obstruction of physical access to remote meter readouts;
- (g) for denial or obstruction of physical access to a water meter located within or upon any structure, after demand for entry has been made by the District or the Enterprise to the owner, customer, or user.
- (h) for any violation of any Rules or Regulations of the District or the Enterprise.

A minimum of 72 hours prior to disconnection, the District or the Enterprise shall deliver a "Notice of Intent to Discontinue Water and Sewer Service," which notice shall apprise the Customer that the property is subject to service disconnection and the reason therefore. An attempt shall be made to personally serve the Customer at the service address. If the Customer cannot be personally served, the notice shall be posted on the property in a conspicuous location and a copy mailed by certified mail, return receipt requested, to the Customer at his or her last known billing address. The Manager shall proceed with service disconnection after expiration of the seventy-two (72) hours unless the Customer is no longer in violation of the provisions of this section.

In addition to the foregoing, the Manager is authorized to immediately disconnect service to any Customer who is found to be wasting water through the use of improper or imperfect pipes, fixtures or otherwise, whether because of leaks, breaks or any other reason, irrespective of fault or responsibility. Prior to disconnection, the District or the Enterprise shall attempt to serve the Customer at the service address with a written notice of the intended action and the basis for same. If the Customer cannot be personally served, notice that service disconnection has occurred and the reason therefore shall be posted on the property in a conspicuous location and a copy mailed by certified mail, return receipt requested, to the Customer at his or her last known billing address.

- 5.3 Independent Connections.** Where a parcel of land has more than one separate building thereon, each separate building shall be independently served; except that, where one separate residential building stands in the rear of another separate residential building, a service line from the front separate residential building may be extended only upon such terms and conditions as shall be approved by the Board.
- 5.4 Disconnection.** Each parcel of land in separate ownership shall have an independent connection to the facilities of the District and the Enterprise, and shall not be interconnected with any other water or sewer system or water source unless specifically authorized by the Board.
- 5.5 Unauthorized Tampering with Utility System.** No Person other than employees and agents of the District and the Enterprise shall uncover, enlarge the use, alter, disturb, or make any connection with, or opening onto, the Utility System without first obtaining written permission from the Manager. Unauthorized uses of the Utility System include, but are not limited to, an unauthorized turn-on or turn-off of water service, tampering with, or in any way modifying any meter, even though the same may be performed on a Customer owned and maintained Service Line or connecting any water supply line or hose to another property.
- 5.6 Prohibition and Limitation on Discharge of Pollutants.**
1. No Person shall discharge or cause to be discharged any of the following described water or wastes to the public sewers or individual wastewater treatment systems:
    - (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
    - (b) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any system, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on surface and ground water supplies.
    - (c) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of a wastewater facility.
    - (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers, diapers, etc., either whole or ground by garbage grinders.
- 5.7 Malicious or Negligent Damage.** No Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any portion of the Utility System.
- 5.8 Prosecution.** Any Person who shall violate the provisions of this Article shall be prosecuted to the full extent of Colorado law.
- 5.9 Penalties.** Any Person violating any of the provisions of these Rules and Regulations shall become liable to the District and the Enterprise for any expense, loss, or damage occasioned by reason of such violation, and upon non-payment thereof, at the demand of the Board, shall be assessed a penalty, the greater of 10% of the expense, loss or damage or \$1,000.00, which penalty shall be a lien upon the violator's property, as allowed by Section 32-1-1001, C.R.S. or a lien upon the property serviced by the line where the violation occurred, whichever the Board deems appropriate.

- 5.10 Use of Water System.** No connection shall be made to the Water System without a water meter having been installed to serve the subject unit. All water meters shall have devices for remote reading. The type of water meter and location of the meter shall be subject to the approval of the District.
- 5.11 Installation of Private Wells.** No private wells intended for water supply, including irrigation, shall be constructed or maintained within the District service area.
- 5.12 Mandatory Connection to Public Water and Sewer Lines.** All premises within the District service area shall be connected to the public water system of the District and the Enterprise and, if applicable, to the ACWWA sewer system in accordance with the provisions of the State Plumbing code; provided that the public water and sewer lines are within 400 feet of the nearest corner of the premises. In the event that any property upon which there is constructed any improvement designed or used for any purpose, but is not connected to the public water system, the District or its authorized agent shall give written notice by certified mail to the owner of the real property affected, at the last address shown by the records of the Arapahoe County Assessor, that such owner shall connect the improvements on such property to the public water and sewer system within 20 days from receipt of such written notice. If the owner shall fail or refuse to connect such improvements within the 20 day period, the Board or its authorized agent shall cause such connection to be made. The owner shall pay for such connection, whether made by the owner or the District. If the owner fails to pay therefore within 10 days after the District completes the connection, a lien by the District shall be filed against the property for the expense incurred in making such connection. If the owner fails to cooperate with the District in completing the connection, the District shall withhold all service to the property.

## **ARTICLE VI - SERVICE**

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- 6.1 Approval Required.** Before connection or disconnection to the water or sewer system, or an extension of the Utility System, the contractor or owner shall obtain approval from the District or the Enterprise and pay the required fees as established from time to time by the Board.
- 6.2 Required Submittals.** Any Person who desires to contract for service shall submit the following to the Manager:
- a. Application. The Applicant shall use the application form furnished by the District and the Enterprise and must provide all information required thereby. The Applicant must sign the application exactly as his/her name appears on the instrument by which he/she took title to the property.
  - b. Drawing. A drawing which illustrates the location of the property to be served and the property's relation to existing streets and other prominent features, shall accompany the application.
  - c. Evidence of Title and Authorization of Signatories. Evidence of title sufficient to assure that the Applicant has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Applicant shall furnish such additional information (i.e., partnership agreement, Joint Venture Affidavit as provided by Section 38-30-166, C.R.S., etc.) as may be requested by the Manager in order to determine that the signatories have been authorized by that entity to execute such documents. Additionally, if the Applicant does not own the property he/she shall provide a power of attorney authorizing him/her to submit the application and bind the property owner.
  - d. Narrative Description. A written statement setting forth the total acreage of the property to be served, the existing zoning, the proposed zoning, the type of building to be constructed, a site plan, the construction schedule, and the service requirements.
  - e. Engineering Documents. Soil Reports, Construction Plans, Drainage Reports, Engineering Drawings, Plats, Site Development Plans, Water/Hydro-geology Reports, Sewer Reports, Traffic Studies and any and all other Engineering Documents for the Property.
- 6.3 Condition of Service.** The served property and its Owners are subject to the following conditions, together with any and all such additional conditions and requirements as may be imposed by the Board.
- a. Rules and Regulations. With respect to all matters affecting or in any way touching upon the allocation or provision of service to the property, the property and its owners shall be bound by and subject to these Rules and Regulations as now or hereafter constituted.
  - b. Service Agreement. The District or the Enterprise shall enter into a service agreement setting forth substantially the terms and conditions specified in this Section together with any other or additional provisions relating to the particular circumstances of serving the property.
  - c. Easements and Rights-of-Way. The Owner shall, at no cost to the District or the Enterprise, grant and convey to the District any and all easements and rights-of-way within the served property required by the District or the Enterprise to serve such property. In addition, the Owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition of all such easements and rights-of-way needed for service to the Property, whether located within the served property or outside of it. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District or the Enterprise to commence or prosecute any condemnation action.

- d. **Design and Construction.** The Owner shall reimburse the District and the Enterprise in advance for all costs incurred by the District or the Enterprise, for the design, construction, and installation of all Water Main and Sewer Main extensions required to serve the property.
- e. **Tap Fee.** The Owner shall pay the requisite tap fees then in effect.
- f. **Conveyance of Facilities.** Upon completion of the required facilities and approval thereof by the District, the Owner shall convey them to the District according to the terms and conditions set forth in these Rules and Regulations.
- g. **Service Not Guaranteed.** The allocation of Taps for and the provision of service to the property shall be governed at all times by these Rules and Regulations. The District and the Enterprise may be limited in the number of new Taps that may be made to the Utility System and the provision of Service to the property may further be limited or delayed indefinitely because of the location or capacity limitations of existing facilities. Accordingly, by entering into a service agreement with the District or the Enterprise, the Owner shall be deemed to waive any right, claim, or cause of action of any kind which it may assert against the District or the Enterprise based upon the inability of the latter to provide service to the property.
- h. **Enlargement of Structures.** No Owner may enlarge or extend any portion of his improvements receiving service (including buildings, parking and landscape areas, etc.) into any area outside the area described in the service agreement without amending the agreement.
- i. **Oversizing Facilities.** At the request of the District or the Enterprise, the Owner shall be required to oversize facilities and the District or the Enterprise shall be required to provide funding for the oversizing increment of the costs of design and construction.
- j. **Other Fees.** The District and the Enterprise are empowered to impose fees, rates, tolls, penalties or charges for services, programs, or facilities they furnish. The Owner shall be subject to any such fees as are established and amended from time to time.

**6.4 Denial of Application.** The District and the Enterprise reserve the exclusive right to deny an application for service when, in the opinion of the Board, the service applied for would create an excessive seasonal, or other, demand on the facilities, and/or financial position of the District or the Enterprise. Denial may also be based upon an unresolved obligation between the District, or the Enterprise, and the Applicant, inadequate documentation of easements for Main Lines serving the property, any misrepresentation made in the application for service, inability to pay appropriate Rates and Charges outlined herein, or any other reason as determined by the Board in its sole discretion.

**6.5 Cancellation of Application.** The District and the Enterprise reserve the right to revoke any prior approval of an application before service has been provided, and thereafter for any violation of these Rules and Regulations.

**6.6 Deposits.** The District and the Enterprise reserve the right to require any Customer or Applicant to pay a deposit as a condition of provision, continuation, or reinstatement of water service. While monies held on deposit may be applied toward any and all past due amounts owing to the District or the Enterprise, the use of such deposits shall not prejudice the right of the District or the Enterprise to use other means of collecting past due amounts not covered by the deposit.

**6.7 Change in Ownership.** The Customer shall notify the District and the Enterprise upon any change of ownership of property served.

**6.8 Moved or Destroyed Buildings.** When buildings are moved or destroyed, the original tap authorization shall terminate and no credit shall be authorized for tap fees paid previously with respect to said building unless the original tap shall remain in good standing by continuous, uninterrupted payment of the minimum service charge (as the same may be amended from time to time). If payment of the minimum service charge ceases for any reason, said tap shall be in violation of these Rules and Regulations and

the tap shall be revoked. Non-payment within thirty (30) days of the billing shall be considered cessation of payment of minimum service charge.

**6.9 Unauthorized Connections and Fees.** No person shall be allowed to connect onto the Water System or the Sewer System, or to enlarge or otherwise change equipment, service, or use of property without prior payment of tap fees, approval of application for service, and adequate supervision and inspection of the tap by representatives of the District or the Enterprise. Upon the discovery of any unauthorized connection, the Manager shall send written notice to the Customer of the property benefited by such connection stating that an unauthorized connection has been made, and the intent of the District and the Enterprise to assess additional tap fees, unauthorized connection fees or other charges. The Customer shall then have twenty (20) days from the date of the notice to pay the tap fees specified in the notice or to otherwise respond in writing to the notice. To defer the collection of said fees, and as a prerequisite to the right to hearing as provided for and described in Article X of these Rules and Regulations, any response by the Customer must, in addition to being provided in twenty (20) days, include permission to make such inspection of the property in question as the Board deems necessary to establish clearly the nature of equipment, service, and use of the property in question. Failure to respond as required within the twenty (20) day period shall be deemed to establish that an unauthorized connection has been made and such additional tap fee, unauthorized connection fee or other charges as are deemed appropriate by the Board, shall be assessed against the property in question. The unauthorized connection fee is an amount equal to twice the then-current tap fee that would be due for such property. Once discontinued, service may be returned to the property, only upon receipt by the District or the Enterprise of all assessed fees and any turn-on/turn-off fees due. The District and the Enterprise may exercise any and all rights provided by law, including foreclosure rights, for the collection of unpaid fees and charges.

**6.10 Turn-Ons/Turn-Offs of Service.** All turn-ons or turn-offs of water service through a shut-off valve on a Service Line that has been connected to the Water System, pursuant to a written permit issued by the District or the Enterprise, shall be performed only by District or Enterprise personnel regardless of the ownership of the shut-off valve or Service Line, and regardless of the circumstances respecting the turn-on or turn-off. A charge shall be assessed as provided in Appendix A for each such turn-off and turn-on performed. This service will be provided without charge for: (1) a tap for new construction, one time prior to the occupancy of the building served; and (2) for Customers requiring service to be turned off for maintenance of a Service Line. All requests for a turn-off or turn-on of service, other than as set forth in (1) and (2) in the preceding sentence, may be granted or denied by the Manager in his sole discretion. Violation of this section and/or failure to pay the fee shall result in the assessment against the property served of a penalty of \$1,000 in addition to the turn-on/turn-off fee, and in addition to the penalties provided for unauthorized tampering with the District's system in Section 5.5 of these Rules and Regulations.

## **ARTICLE VII - CONSTRUCTION AND MAINTENANCE OF SERVICE LINES**

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- 7.1 Compliance with Rules and Regulations.** The requirements of these Rules and Regulations are applicable to the construction of all Service Lines. All service lines shall be constructed according to applicable local, County and State specifications, including, but not limited to, the Standard Construction Specifications of the District and the Enterprise.
- 7.2 Inspection and Tapping Charges.** All taps shall be made by a Licensed Plumber. All taps and Service Line connections shall be inspected by a representative of the District or the Enterprise. All Service Lines are to be tested under normal operating pressure. Licensed Plumbers making taps or installing Service Lines shall call the Manager for an open ditch inspection. Customers must make an inspection request a minimum of forty-eight hours prior to the requested inspection date and time. The Manager will make every effort to make inspections promptly, but it is the responsibility of the Customer to request inspections sufficiently in advance to allow for scheduling requirements.
- 7.3 Water Meter and Meter Pit. Water service shall be metered.** All water services shall be fitted with a meter and meter pit at owner's expense prior to sale of the property. Removal, tampering or bypassing of or with a meter shall be grounds for immediate termination of water service. The meter shall be installed by a Licensed Plumber at the Customer's expense. A complete installation shall consist of the meter and meter pit.
- 7.3.1 Installation. The installation of all meters shall occur in or at a location within the street right of way, which location has been previously approved in writing by the District or the Enterprise. Once so installed at a location approved in writing, the meter shall be deemed installed "in place". If a property has been receiving service before the installation of the meter, the service may be disconnected if thereafter the meter installation is not approved as installed "in place".
- 7.4 Separate Trenches and Inspection.** No Water Service Line shall be laid under any Sewer Service Line or leaching fields. Water and Sewer Service Lines shall be horizontally separated from each other by a minimum of ten feet and Water Service Lines shall be separated from septic systems or leaching fields by such minimum distance as may be prescribed by any regulatory authority in any given case.
- 7.5 Type of Water Service Line.** The Service Line shall be soft, Type K copper. Fittings shall be brass or copper alloy "Compression Flare System", or "Brass Flare System," or mechanical system fittings. All construction shall be done by Licensed Plumbers. Except upon written consent of the District, no Service Line may be more than two hundred (200) feet in length from the property line to a point of connection to the structure.
- 7.6 Construction and Connection.** Construction and connection of all Service Lines shall be done by Licensed Plumbers. The Applicant for the connection Permit shall notify the Manager when the Service Line is ready for inspection and connection to the Main. The connection shall be made by Licensed Plumbers under the supervision of the District or the Enterprise. All Contractors, Licensed Plumbers, and other Persons doing work on any mains, Service Lines, or structures in the District shall comply with County, State Highway Department, and local regulations for excavation, backfill, compaction, and restoration of surfacing. All permits, fees, and licenses shall be paid for by the Contractor, Licensed Plumber, or other Person doing work for or on the Water System and/or the Service Lines prior to the start of construction. All excavations for service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the Manager.
- 7.7 Revocation of Plumber's Authorization.** The violation of any of these Rules and Regulations, or the District's installation specifications, shall constitute grounds for revocation of the authorization to do work within the District. Whenever it appears a violation has been committed, the Licensed Plumber shall be sent a written notice. Work performed through journeymen plumbers or apprentices shall not relieve the Licensed Plumber from any responsibility.

- 7.8 Cross Connection.** Care must be exercised by each Customer to ensure that the water supply system is not connected, directly or indirectly, with any non-potable or unapproved water supply system, sewer drain, well, conduit, pool, reservoir, plumbing fixture or other device which contains or may contain any contaminated water, liquid or other waste of unknown, nonpotable or unsafe quality that could impart a contaminant to the water supply as a result of backflow. Where a potential backflow is present, an acceptable protective device or system shall be installed to prevent its occurrence. All automatic sprinkler systems shall be equipped with an approved vacuum breaker installation. All plumbing installations shall be designed and installed in conformity with latest edition of the "Manual for Cross-Connection Control" published by the Colorado Department of Health. All backflow preventer installations shall be as approved by the District or the Enterprise.

## **ARTICLE VIII - FEES AND CHARGES**

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- 8.1 Service Charges.** The Schedule of Fees and Charges attached hereto as Appendix "A" sets forth the current fees and charges applicable to water services provided by the District and sewer services provided by the ACWWA. Such fees and charges 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 and charges from time to time. Revised fees adopted by the Board will become a part of these Rules and Regulations.
- 8.2 Water Service Charges - Rate.** Each water customer shall be charged a flat rate plus usage for water on a monthly basis.
- 8.3 Sewer Service Charges - Rate.** Sewer service is provided to the portion of the District service area known as "Valley Country Club Estates" and three lots in "Algonquin Acres" pursuant to an agreement with the Arapahoe County Water and Wastewater Authority. Customers receiving sewer service shall be charged at the rate established by the ACWWA, plus an administrative handling surcharge set by the Board.
- 8.4 Application of this Article.** The fees, charges, and other information set forth herein shall apply only to Customers within the District and shall in no way obligate the District or the Enterprise with respect to services provided outside the District boundaries.
- 8.5 Tap Fee.** A tap fee shall be charged to all Customers for a permit to connect to the Water System or a permit to connect to the Sewer System. Such fee is a privilege of service, which shall be assessed and paid prior to the time of issuance of a building permit.
- 8.5 Transfer of Tap Fees.** No tap fee paid on behalf of one property, or any portion thereof, may be transferred to any other property.
- 8.6 Inspection Fees.** An inspection fee shall be assessed and payable to cover the estimated cost to the District or the Enterprise of inspecting a service connection before service commences.
- 8.7 Payment of Service Charges.**
- a. STATEMENT MAILED: 26<sup>th</sup> or nearest business day each month.
  - b. PAYMENT DUE: At District offices by the 15<sup>th</sup> or nearest business day, as designated on the current bill, the following month. US post mark or District dated receipt will validate receipt date. Receipt for other delivery methods is validated by District date received stamp.
  - c. GRACE PERIOD: A five day grace period (*includes* business, weekend & holiday days) is allowed after the due date to avoid a late fee.
  - d. LATE FEE: a 5% late fee is applied to balance due after the grace period and appears on the next bill.
  - e. SHUT-OFF: A balance of \$350 or more after the 15th will mark account for shut-off warning. If the balance is not paid in full or below \$350 by the 25th of the current month due, a three day shut-off notice will be posted and a \$50 posting fee added to the account. If the balance remains above \$350 after the third business day following posting, services are terminated and a \$100 shut-off fee is added.
  - f. RETURN TO SERVICE: Terminated service is restored upon payment of the past due balance in full and a \$100 turn-on fee. Note: accounts with terminated service will continue to be billed for any and all regular monthly District assessed fees and late charges. A property lean or tax assessment may be instituted to recover past due balances.

If the account is not fully paid within the time specified within the Notice, the District and the Enterprise shall discontinue service by whatever means is reasonable under the circumstances. In addition, the Tri-County Health Department shall be informed that water is no longer available to the subject property. The District shall further have the right, in its sole discretion, to assess to any Customer all legal, court, and other costs necessary or incidental to the collection of said account.

In addition to any other means of collecting delinquent fees, rates, tolls, penalties, charges, or assessments made or levied solely for water service, the District may certify the delinquent amounts to the county treasurer for collection in the same manner as property taxes. The District shall charge a fee in the amount of \$50.00 for the administrative costs of this collection method, which fee shall be added to all delinquent amounts, including other penalties and interest charges, before certification.

## **ARTICLE IX - MISCELLANEOUS**

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- 9.1 Severability.** If any provision of these Rules and Regulations, or its application to any Persons or circumstances is held invalid, the application of such provision to other Persons or circumstances, and the remainder of these Rules and Regulations shall not be affected thereby.
- 9.2 Modification, Waiver and Suspension of Rules.** The Board or the Manager, acting on instructions of the Board, shall have the sole authority to waive, suspend, or modify the application of these Rules and Regulations, and any such waiver, suspension, or modification must be in writing, signed by the Board or the Manager and shall not be deemed an amendment of the Rules and Regulations. No waiver, suspension or modification of any one occasion shall constitute a waiver, suspension or modification on any subsequent or other occasion.
- 9.3 Claims Against District or Enterprise.** In the event that any person shall have a claim of any kind against the District or the Enterprise, whatsoever, such person shall within 180 days after the event, which gave rise to such claim, advise the secretary of the Board, by written notice of any intent to make a claim. In the notice such person shall accurately describe the date and location of the event, the name of the person or persons entitled to relief, a general statement of the nature of the claim, and the amount of damages suffered and relief requested. Unless expressly asserted as herein provided and within the maximum 180 day period, no claim will be recognized by the District or the Enterprise, and any claim, unless so timely made, shall be deemed waived by such person entitled to assert the same and shall thereafter be barred.
- 9.4 Responsibility for Service Charges.** The property owner and occupant are severally liable for charges of the District and the Enterprise. Neither the District nor the Enterprise assume responsibility for any agreements between landlords and tenants, regardless of how made, or of the District or the Enterprise having been notified of such agreements. The District and the Enterprise will hold the water user, occupant, and property owner jointly liable for all water and/or sewer service charges.

## **ARTICLE X - HEARING AND APPEAL PROCEDURES**

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- 10.1 Application.** The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Article shall not apply to the following complaints:
- a. Complaints arising out of the interpretation of the terms of contracts entered into by the District or the Enterprise;
  - b. Any other complaint which does not concern the interpretation, application, or enforcement of the Rules and Regulations.
- 10.2 Initial Complaint - Resolution.** Complaints must be presented in writing to the Manager or such representative as may be designated by the Board concerning the interpretation, application, or enforcement of the Rules and Regulations. Upon receipt of a complaint, the Manager or the designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or shall make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) days after receipt of the complaint.
- 10.3 Hearings before the Board.** In the event the complainant disagrees with the determination of the Manager or the designated representative, the complainant may, within fifteen (15) days from the date of the mailing of the determination, file with the District a written request for a hearing before the Board. The request for a hearing shall set forth with specificity the facts or exhibits to be presented at the formal hearing upon which the complainant intends to rely, and shall contain a brief statement of the complainant's reasons for the complaint. The Manager or the designated representative shall compile a written record consisting of all exhibits or other physical evidence reviewed in making his or her determination, and a copy of the written determination. The Board shall hold a formal hearing on the complaint at the next regularly scheduled meeting held no earlier than ten (10) days after the filing of the complainant's request for a hearing. At the hearing, the Manager or the designated representative and the complainant shall be entitled to present all evidence that is, in the Board's view, 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.
- 10.4 Board's Findings.** 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 complainant within thirty (30) days after the hearing. Such decision shall be final and binding upon the District and the Enterprise and the complainant and shall constitute the final administrative action of the District.
- 10.5 Notice.** A complainant shall be given notice of any hearing before the Board by hand delivery or certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

## APPENDIX A - SCHEDULE OF FEES AND CHARGES

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EAST VALLEY METROPOLITAN DISTRICT and EAST VALLEY WATER ENTERPRISE

### **FEE SCHEDULE**

Updated: January, 2011

|                                                                                |                                                    |                                                |
|--------------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------|
| Tap Fee                                                                        | \$25,000.00 per ¾" tap                             |                                                |
| Water Availability Charge (flat fee)                                           | \$ 99.00/mo.                                       |                                                |
| Well Replacement Fee                                                           | \$ 40.00/mo.                                       |                                                |
| Sewer Flat Fee <sup>(1)</sup>                                                  | \$ 22.82/mo.                                       |                                                |
| Sewer Usage Fee <sup>(2)</sup>                                                 | \$ 5.13/per 1,000 gallons <sup>(2)</sup>           |                                                |
| Trash Collection Fee                                                           | \$ 10.35 + Waste Mgmt. fuel surcharge/mo.          |                                                |
| Account Transfer (final reading charge)                                        | \$ 50.00 *if outside of normal reading cycle       |                                                |
| Shut Off Notice Posting Fee                                                    | \$ 50.00                                           |                                                |
| Turn Off/Turn On for Nonpayment                                                | \$ 100.00/100.00                                   |                                                |
| Insufficient Funds Fee Per Check                                               | \$ 25.00 or actual fees incurred, if higher        |                                                |
| Inspection/Reinspection Fees                                                   | \$ 150.00                                          |                                                |
| Document Charges Per Page                                                      | \$ 0.15                                            |                                                |
| Unauthorized Turn On                                                           | \$1,000.00                                         |                                                |
| Unauthorized Fire Hydrant Water Use                                            | \$1,000.00 fine + Maximum per 1,000 gal. tier rate |                                                |
| Violation of District or Enterprise Rules and Regulations, up to \$1,000 fine. |                                                    |                                                |
|                                                                                |                                                    |                                                |
| Water Usage Charge (per 1000 gallons)                                          |                                                    | <i>Algonquin Acres and Valley Country Club</i> |
| Tier 1                                                                         | \$1.32                                             | 0 to 10,000 (gallons)                          |
| Tier 2                                                                         | \$1.59                                             | 10,001 to 50,000                               |
| Tier 3                                                                         | \$2.71                                             | 50,001 to 75,000                               |
| Tier 4                                                                         | \$3.44                                             | 75,001 to 99,000                               |
| Tier 5                                                                         | \$8.00                                             | 99,001 +                                       |

Note: water meter readings are rounded up or down to the nearest thousand gallon increment at 500.

(1)&(2) Sewer fees are a 100% pass-through from the Arapahoe County Water and Waste Water Authority (ACWWA) which provides sewer services to some homes in East Valley through a service contract. The Sewer Flat Fee is the ACWWA base charge of \$18.25/mo. + 25% extra territory fee or \$22.82/mo. The Sewer Usage rate is the ACWWA base charge of \$4.10 per 1k gal + 25% extra territory fee or \$5.13/mo. The Usage Fee is charged based on actual water usage December through March. The average usage from December through March is used as a baseline charge for April through November.

## DOCUMENT UPDATE HISTORY

Oct. 10, 2000 - Document adopted  
Dec. 11, 2001 - Sections: 3.2, Meetings  
Dec. 4, 2002 - Sections: 4.2.3, Curb Stops; 7.3 Water Meter/Pit; 8.7 Billing dates  
Jan 1, 2003 - Sections: Appendix A, quarterly water service fee.  
Nov. 4, 2003 - Sections: Name of District throughout document regarding conversion to Metropolitan District per special election results  
Nov. 18, 2003 - Sections: Appendix A, establish trash collection service fee  
Jan. 1, 2004 - Sections: Appendix A, sewer processing fee  
Apr. 1, 2004 - Sections: Appendix A, quarterly water service fee.  
Jan. 17, 2006 - Sections: Section 8 and Appendix A, new monthly billing policy and metered fees  
Mar. 27, 2006 - Appendix A, trash collection fee fuel surcharge added, new fee assessed by Waste Management  
Apr. 18, 2006 - Section 8.8.7.f, removed one year advance payment for return to service after shutoff.  
June 28, 2006 - Appendix A, tiers (gal) all increased by 25% (rounded up) in consideration of added watering time. Effective 6/20+ cycle.  
Feb 15, 2007- Appendix A to reflect ACWWA sewer charge increase of 29.36% from 22.79 to 24.88+existing 3.95 extra territory=28.83  
Mar. 1, 2007 – Appendix A ; Waste Mgmt \$.43 per unit increase from \$8.50 to \$8.93+existing EV Admin fee of \$1=\$9.93+WM monthly fuel sur charge  
Sep 20, 2007 – Section 8.8.7.e, "at the next due date+grace period " changed "next" to "current".  
Jan 1, 2008 – Appendix A \$40/mo well replacement fee added ; flat fee increase 5% from 65.37/mo to 68.64/mo; ACWWA sewer processing fee 20% increase from 28.83/mo to 34.83/mo + extra territory charge increased from 16% to full contract allowable 25% or \$8.71/mo=\$43.54.  
Feb. 27, 2008: Section 8.8.7.e 3 day shut-off on-site notice moved from the 20<sup>th</sup> to the 25<sup>th</sup> of the month for accounts over \$350 in current billing period.  
Apr 20, 2008 Appendix A tire rate change, change to single tier rate and usage threshold structure for all District taps. Effective April 20, 2008  
May 9, 2008-Illegal fire hydrant use fine schedule added  
June 7, 2008-section 3.2, Meeting day and location updated  
June 7, 2008-section 3.4, Election of officers changed from annually even numbered year following the District election.  
June 25, 2008 – fee schedule, tier 5 increased from 90k gal to 99k gal  
Jan 1, 2009-fee schedule updated to match new ACWWA sewer rate schedule, EV \$2.50/mo admin fee removed.  
May 25, 2009-water tiers increased 20%, flat fee increased \$27.36 to \$96.  
July, 2010, WM trash fee per unit increase in fee schedule  
Jan, 2011, increased tap from \$8k to \$25k , flat from \$96 to \$99 and water rates tier 3 from \$1.91 to \$2.71 and tier 4 from \$2.29 to \$3.44