

MERIDIAN SERVICE METROPOLITAN DISTRICT  
MERIDIAN RANCH METROPOLITAN DISTRICT

RULES AND REGULATIONS

ADOPTED  
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MERIDIAN SERVICE METROPOLITAN DISTRICT  
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.RULES AND REGULATIONS

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## **Rules and Regulations**

### **Meridian Service Metropolitan District Meridian Ranch Metropolitan District**

#### **IMPORTANT NOTICE**

These Rules and Regulations have been enacted to provide uniform, adequate and appropriate standards for the development of public infrastructure in areas served by the Districts. These Rules and Regulations have been enacted by the Boards of the two Districts. Pursuant to an Intergovernmental Agreement, Meridian Service Metropolitan District is the manager for Meridian Ranch Metropolitan District and therefore, it is intended that these Rules and Regulations apply to both Districts. The sole authority for the operation of the District is vested in the Board of Directors by C.R.S. 1998, §32-4-405. Any ambiguity, conflict, omission or question of interpretation shall be determined at the discretion of the Board. Further, the Board reserves the right to change, alter or amend these Rules and Regulations in its sole discretion as it deems necessary at any time.

#### **ARTICLE I**

100. **General:**

- A. **PURPOSE:** The purpose of these Rules and Regulations is to provide uniform, adequate and appropriate standards for the development of public infrastructure in areas served by the Districts and to assist in the administration and operation of the water and sanitation system of Meridian Service Metropolitan District.
- B. **POLICY:** The rules and regulations hereinafter set forth are adopted to serve the public in securing the health, safety and general welfare of the inhabitants of the Districts.
- C. **ADDITIONAL REGULATIONS:** The Districts are subject to the Rules and Regulations of the Colorado Department of Public Health & Environment, El Paso County universal plumbing & building codes, and Falcon Fire Protection Code, and other governmental regulatory agencies. **Warning:** Compliance with the District's Rules and Regulations does not ensure compliance with the other regulatory agencies' requirements. The Districts also requires compliance with their technical standards and specifications.

## ARTICLE II

### 200. Definitions:

- A. **ACTUAL COST:** All costs applicable to the construction of a given transmission,, distribution or collection line or other facility, including but not limited to construction, engineering, administration, district construction observation, plan approval fees and attorneys' fees, which have been paid by the District or constructor.
- B. **AMERICAN WATER WORKS ASSOCIATION:** Organization which establishes criteria for specifications and materials used in the Meridian Service and Meridian Ranch Metropolitan Districts and hereafter referred to as A.W.W.A.
- C. **BOARD:** The elected or appointed Board of Directors of the Districts.
- D. **CONSTRUCTOR OR MAIN CONSTRUCTOR:** The landowner(s), developer(s), subdivider(s), or agency(ies) actually paying for the construction of or constructing a portion of the District's facilities These parties or their contractor shall have a contractor's license Class B or better from the Colorado Department of Public Health & Environment.
- E. **C&A (CONVEYANCE AND ACCEPTANCE) FORM.** The Meridian Service Metropolitan District's current Application and Agreement for Extension of Water and/or Sewer Mains.
- F. **CROSS CONNECTION:** A physical linkage permanently or temporarily connecting any water source other than those authorized by the District or any non-potable source to the Meridian Service Metropolitan District distribution or transmission system.
- G. **DISTRICT:** The Meridian Service Metropolitan District and the Meridian Ranch Metropolitan District.
- H. **ENGINEERING STANDARDS AND SPECIFICATIONS:** The Engineering Standards and Specifications of the District shall be the Engineering Standards and Specifications of the City of Colorado Springs for similar work except as specifically modified by the District.
- I. **DISTRICT ENGINEER:** Person or firm that has contracted to do engineering work or consultation for the District.

- J. INDIVIDUAL LIFT STATION OR EJECTOR SYSTEM: Device maintained solely by the property owner for discharging sewage from a single family residence or building into the Meridian Service Metropolitan District's sewer mains.
- K. LICENSED PLUMBER OR UTILITY CONTRACTOR: The person licensed to work in the Districts by applicable authority in the State of Colorado.
- L. LIFT STATION: Device serving more than one unit for moving sewage, other than by gravity, through the Meridian Service Metropolitan District's sewer mains.
- M. MAINS OR WATER MAINS: Any pipe, piping or system of piping used as a conduit for water in the Meridian Service Metropolitan District's water system excluding service lines.
- N. DISTRICT MANAGER: The person duly appointed by the Board to administer the affairs of the District.
- O. PERSON: Shall mean any individual, firm, corporation, association, society, company or group.
- P. RULES AND REGULATIONS: These Rules and Regulations, as amended from time to time by the Boards of Directors.
- Q. SANITARY WASTEWATER: The combination of liquid and water-carried wastes discharged from toilet and other sanitary plumbing facilities.
- R. SERVICE LINE: Any pipe used to provide water or sewer service to a building used for residential, commercial, industrial or other purpose from the Meridian Service Metropolitan District's water or sewer main.
- S. SEWER SYSTEM. All facilities for collecting, storing, transporting, pumping, treating and measuring sanitary wastewater.
- T. SEWER MAIN EXTENSION: Any pipe used as a conduit for sanitary wastewater constructed as an addition to the Meridian Service Metropolitan District's existing sewer system.
- U. SEWER OR SEWER MAINS: Any pipe, piping or system of piping used as a conduit for sanitary wastewater in the Meridian Service Metropolitan District's sewer system.
- V. SEWER TAP: The physical connection to a Meridian Service Metropolitan

District's sewer main, which, together with the Tap Permit for same, allows sewer service to any permitted premises.

- W. SFE: SINGLE FAMILY EQUIVALENT. This term is used to describe the basic unit of measurement for water or sewer tap fee determination. The unit is based upon a single family detached residence. For sewer service, each residential unit within a multi-family residential structure is classified as a single family unit, and therefore, represents one SFE. Commercial and industrial buildings and improvements are classified, and the size of the sewer tap determined by the Meridian Service Metropolitan District which relates the SFE to water meter sizing for non residential water service. The Meridian Service Metropolitan District follows the SFE determinations established by AWWA guidelines for commercial and industrial uses. Tap equivalents are based upon a fixture unit analysis as established by the District Engineer or other means that the District deems sufficient.
- X. SHALL is mandatory, MAY is permissive.
- Y. SUMP PUMP: Mechanical device used to discharge ground or storm water from around the perimeter of a building foundation.
- Z. SURFACE WATER: Water from rain, springs, melting snow, sprinkling systems, lakes, ponds, streams or any other source which lies upon or above the surface of the ground, whether or not in a defined location, course, or channel, and including water on and/or flowing from the roof or any part of any building or structure.
- AA. SWIMMING POOL DISCHARGE: Swimming pool filters backwash effluent or pool water.
- BB. SWIMMING POOL PERMIT: Written permission granted by the Meridian Service Metropolitan District for connecting, and discharging the effluent from, a swimming pool filter backwash system into the District system.
- CC. SWIMMING POOL SERVICE FEE: A fee imposed by the District for discharging swimming pool filter backwash effluent into the Meridian Service Metropolitan District System.
- DD. TAP FEE: A fee imposed by the District as a prerequisite for connecting to the Meridian Service Metropolitan District System. This fee is based upon the total availability of services provided by the Meridian Service Metropolitan District, and is not limited to or a reflection of costs incurred in simply making the connection to the Meridian Service Metropolitan District System.

- EE. TAP PERMIT: The written authority to make a Tap for water or sewer services to the Meridian Service Metropolitan District System.
- FF. TECHNICAL STANDARDS AND SPECIFICATIONS. The Meridian Service Metropolitan District's minimum technical standards and related operating rules for the design, installation, construction and maintenance of all District facilities. These technical standards and specifications are available at the offices of the District Engineer.
- GG. TRANSMISSION MAIN: A water or sewer main owned by the Meridian Service Metropolitan District and designated as a transmission main and intended to convey water to water mains or transmit sewage from sewer mains and which is normally not available for direct connection by service lines..
- HH. UNDERDRAIN: A perforated pipe or gravel drainage system installed within the Meridian Service Metropolitan District's water or sewer line trenches. WARNING: the District will not allow any connection to the underdrain system in District trenches in any manner whatsoever except house foundation drains specifically approved for connection by the Meridian Service Metropolitan District.
- II. USER: Any person to whom water and/or sewer service is provided, be it renter, record owner, corporation, company, individual, etc.
- JJ. WATER MAIN EXTENSION: Construction of any main or water main attached to the Meridian Service Metropolitan District's existing water system.
- KK. WATER SYSTEM: All facilities for transporting or distributing, storing, pumping, treating and measuring the water.

### ARTICLE III

#### Conveyance and Acceptance of District Water and Sewer Facilities

- 300. Prior to the District incurring any cost to facilitate water or sewer service to any property, the owner and/or developer shall sign the Meridian Service Metropolitan District's current Conveyance and Acceptance Form.
- 301. The current Conveyance and Acceptance Form specifies the procedures and responsibilities for any person who constructs water or sewer facilities or both within the District and/or within areas served by the District.

302. The current Conveyance and Acceptance forms are available from the District Manager or the District Engineer.
303. Individual water well and/or septic systems are strictly prohibited within the District boundaries or Service area unless specifically approved by the Meridian Service Metropolitan District.

#### ARTICLE IV

##### Availability of Water and Sewer Service

400. The Meridian Service Metropolitan District has limited capacity for single-family or equivalent single-family water and sewer taps within its service area.
401. The Meridian Service Metropolitan District will certify to availability of water and sewer service to the extent of its capacity for single-family equivalents. It is not the policy of the Meridian Service Metropolitan District to reserve its water resources for future use or development and water is made available on a first-come, first-served basis. Certification of availability of water and sewer service for all single family dwelling units, multi-family dwelling units, commercial and industrial users will be reviewed by the Meridian Service Metropolitan District. No certification of availability of water and sewer service will be issued until the facilities for the service have been constructed and accepted by the Meridian Service Metropolitan District or the construction of the facilities has been guaranteed in a manner acceptable to the Meridian Service Metropolitan District. Further, no facility will be accepted for ownership and maintenance unless the proper Conveyance and Acceptance Form has been executed, if applicable, as specified in Article III.
402. Inclusion of land into the District boundaries must be approved by the Board of Directors. The District may limit availability of water and sewer service to lands so included.
403. Notwithstanding the issuance of a statement of availability, the issuance of water and sewer taps is subject to allocation limitation or curtailment in accordance with the District's policy and ability to serve.

#### ARTICLE V

##### Construction of Public Water and Sewer Mains

500. It shall be a violation of District policy for any person to construct a water and/or sanitary sewer main within the areas served by the Districts without first having an executed Conveyance and Acceptance form.



501. All water and sewer main extensions within the areas served by the Districts shall be made under the supervision of the Meridian Service Metropolitan District Engineer in accordance with the District's specifications. Plans for such extension shall be submitted to the Meridian Service Metropolitan District Engineer; and must be approved by the Meridian Service Metropolitan District prior to construction. Questions shall be referred to the District.
502. Any District facilities to be constructed by the District for the benefit of any person will require the deposit of sufficient funds, as determined by the District, before the District will begin the project.
503. Construction shall be done pursuant to Colorado statutes dealing with the bidding on public projects except in emergency situations.
504. A Performance and Maintenance Bond equal to 100% of the contract (or construction cost) shall be furnished by the contractor to the Meridian Service Metropolitan District on all water and sewer main construction in the District.
505. All daily inspection fees on water or sewer mains shall be paid for by the person requesting main extensions in the District.
506. Special structures contracted for and constructed by the Constructor such as pump stations, tanks, transmission or outfall facilities required to ensure proper operation of the water or sewer systems, shall be constructed from designs approved by the District Engineer.
507. All water, sewer mains and other facilities shall be installed in roads or streets which El Paso County, Colorado Department of Highways, or other public agency has accepted for maintenance as a public right-of-way, or in easements granted to the District. The exact location shall be as directed by the District Engineer.
508. Procedure for Water and/or Sewer Main Construction: If the District is to construct facilities to be paid for by the Constructor, the Constructor (landowner, developer or subdivider) shall deposit sufficient money to cover all actual costs in connection with the water and/or sewer main extension, or other facility, plus a sum sufficient to cover contingencies and administrative costs prior to the award of contract for the construction by the District. Upon completion of the work, the final cost shall be certified by the engineers and any overage refunded to or deficiency made up by the Constructor. If the Constructor is to construct the facilities to be dedicated to the District, he shall deposit sufficient money to cover plan checks, construction observation and administrative costs of the District as established from time to time in the schedule of fees and charges prior to the release of plans for construction.

509. All water, sewer mains and other facilities, except service lines constructed in the District Service Area become the property of the Meridian Service Metropolitan District upon preliminary acceptance of the facility.
510. Each landowner, subdivider or developer who desires water and/or sewer service will, in consultation with and approval of the District, plat or otherwise grant to the District appropriate easements and rights-of-way. The District may require appropriate easements and rights-of-way for its own use, or where facilities to be constructed are required to cross land not being subdivided or under the landowner, subdivider or developer's control.
511. In the event the landowner, subdivider or developer employs the engineering services of an engineer or engineering firm that is retained by this District as its District Engineer, then the Board reserves the right to have the engineering services, design, etc., reviewed by an independent engineer. Expense of such review shall be borne by the landowner, subdivider or developer.
512. Connection to other sources of water supply or other water systems shall not be allowed without the explicit approval of the Meridian Service Metropolitan District.
513. The Meridian Service Metropolitan District reserves the right to require a Developer to oversize either water or sewer transmission mains. The District may reimburse the over sizing costs for water mains over 12" in diameter or sewer mains over 8" in diameter if they are not required to service a Developer's project or, at the option of the Board, may enter into a cost recovery agreement with the Developer to provide that the Developer may recover costs from subsequent developers or users pursuant to the District's policies on recovery. Payment will be made after facilities are installed, tested and preliminarily accepted by the Meridian Service Metropolitan District for operation. Developer must provide documentation of all costs satisfactory to the District. Over sizing costs shall not include Engineering fees, inspection costs or any other miscellaneous costs associated with the installation of the facility. Final reimbursable amount shall be subject to Meridian Service Metropolitan District approval.
514. Water and Sewer System - General Requirements: All plans for water main extensions, improvements and changes shall be submitted to the District Engineer. All plans must be approved and signed by the District Engineer and acknowledged by a authorized District representative.
  - A. No taps will be allowed, nor tap permits issued, until construction has been preliminarily accepted by the Meridian Service Metropolitan District.
  - B. Plans to be reviewed must be accompanied by a copy of the recorded plat(s).

Additional copies shall be provided at the District's request.

- C. If any water and/or sewer main is to be constructed outside of a public right-of-way, the construction plans must be accompanied by a request for acceptance of a water easement in accordance with Article XVIII of these specifications. (See Appendix I).
  - D. A pre-construction meeting must be arranged by the contractor and held prior to the start of any work. The District Engineer, contractor, and owner or owner's engineer must be represented at this meeting. The meeting shall be held at such place as the District Engineer shall direct.
  - E. All contractors must notify the District Engineer and authorized District representative at least 48 hours prior to the start of construction.
  - F. Approved plans and a copy of the specifications must be kept on the job site by the contractor at all times. The contractor shall maintain a marked up set of plans showing any variations from the contract drawings. These as-built drawings shall be presented to the District Engineer prior to final testing and acceptance of the water line.
  - G. Cross connection control shall be enforced in accordance with the Colorado State Department of Health's publication entitled, "Cross Connection Control", latest revision.
  - H. No work shall be backfilled (including bedding material above the springline of the pipe) until construction has been reviewed for compliance by the authorized District representative.
515. SEWAGE LIFT STATIONS: Except for individual ejector systems which must be approved by the Meridian Service Metropolitan District Engineer, no sewage lift stations will be allowed within the area served by the District, unless approved upon individual application by the Meridian Service Metropolitan District. Generally, it is the policy of the Board not to allow Lift Stations.

## ARTICLE VI

### Use of Public Water and Sewer Systems

600. No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any Meridian Service Metropolitan District water or sewer main or appurtenances without first obtaining a written permit from the District.
601. The observation fee for water and sewer main connections shall be as provided on the most recent approved Schedule of Fees. No work shall start until all District fees have been paid. No work shall start until the District has been properly notified.
602. All cost and expense incidental to the installation and connection of the water or sewer service shall be borne by the landowner, subdivider or developer who shall indemnify the Board for any loss, damage, or attorney's fees that may directly or indirectly be occasioned by the installation of the water or sewer service. No inspections, field testing, construction observation or other work shall be done by the Constructor on Saturdays, Sundays or holidays unless permission is granted by the authorized District representative.
603. The owner of the house, apartment or buildings of any nature shall be responsible for repair and upkeep of the sewer or water service lines from the curb stop to the structure in cases of water service, and from the main to the structure in cases of sewer service.
604. Every single-family detached living unit and every separate structure shall be serviced with a separate water tap, individual meter and service line to the structure. Water taps shall be 3/4-inch or larger size based upon recommendation of the District Engineer. In such cases, the size of the water tap and service shall be reviewed and approved by the District. Ancillary service, including but not limited to barns, livestock, water tanks, and free standing outdoor spigots, shall be reviewed on individual application to the Meridian Service Metropolitan District for approval.
605. Existing water or sewer service lines may be used in connection with new buildings only when found, on examination by the District Engineer, to meet all the requirements of these Rules and Regulations.
606. The water service line shall be soft type K copper with double brass strap tapping saddle. Fittings shall be brass or copper alloy. Where meters are to be set in driveways, parking lots or other paved areas, prior approval from the Meridian Service Metropolitan District will be required. Connections shall be by "flared" methods.
607. The sewer service line shall be PVC pipe with push on joints or any other material approved by the Meridian Service Metropolitan District, subject to the limitations of the

Uniform Plumbing Code requirements. The line shall be watertight and on a constant grade in a straight line, and not closer than five horizontal feet from any bearing wall, except where it exits the building. Every sewer service shall have at least one clean-out for each 75 feet of length.

608. The water service shall be brought to the building at an elevation that will allow a minimum of four and one-half feet of cover over the top of the pipe. No service shall be laid parallel to or within five horizontal feet of any bearing wall. The water service line shall generally be laid at a uniform grade and in a straight and continuous line. In those cases where, due to the length of the service line, it is impossible to have a service line without a joint, the jointing method will be submitted for review by the Meridian Service Metropolitan District.
609. All excavations required for the installation of water or sewer service shall be open trench work unless otherwise approved. Pipe laying and backfill shall be performed in accordance with the standard specifications adopted by the Meridian Service Metropolitan District.
610. The applicant for the water and/or sewer service permit shall notify the Meridian Service Metropolitan District when the service is ready for inspection and connection. The entire service line shall remain visible until the District's inspection of the line and connection is complete. The work on water or sewer service lines shall be done by approved plumbers or utilities contractors subject to District inspection, but plumbing work contracted for by an approved plumber may be performed by him through journeyman plumbers or apprentices under his direct supervision but must meet the Colorado State Department of Health's Technical Plumbing Code.
611. Revocation of Plumber's or Utility Contractor's Approval: The violation of any of these Rules and Regulations or the District's installation specifications shall constitute sufficient grounds for revocation of the plumber's or utility contractor's right to continue to work within the area served by the District. Whenever it appears a violation has been committed, the plumber or utility contractor shall be sent written notice of hearing. See Article XXII.
612. All water and sewer service lines installed within the area under jurisdiction of the District shall be performed only by approved plumbers and contractors with applicable licenses. Liability insurance shall be carried in sufficient amounts to protect the District against any and all claims that may be occasioned by the work of the plumber or contractor. Worker's Compensation Insurance shall be carried in accordance with the provisions of the State of Colorado.
613. All contractors, plumbers and others doing work on any water or sewer main, service lines

or structures in the District Service Area shall comply with applicable District, El Paso County, or State Highway Department regulations on excavation, backfill, compaction and restoration or surfacing.

614. All construction work and materials shall meet the standards and specifications of the District, the Uniform Plumbing Code and the Technical Plumbing and Building Codes of the Colorado Department of Public Health and Environment. The District's specifications include the City of Colorado Springs Utility Standards as well as the District Addendum to Technical Specifications and may be obtained at the office of the District Engineer. The District's specifications may be stricter than those of other regulatory agencies and shall govern in instances of conflict.
615. All permits, fees and licenses shall be paid for by the contractor, plumber or others doing work in the District Service Area prior to the start of construction.
616. All construction of sewer and water facilities shall be adequately guarded with barricades and lights so as to protect the public from hazard. Street, sidewalks, parkways and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the District within a reasonable time.
617. Water and sewer service shall be furnished only to persons whose property is included within the area served by the District which is subject to these Rules and Regulations or as otherwise determined by the District.
618. A person owning land outside the boundaries of the District who desires service must either include all of his land contiguous to the parcel upon which service is desired within the boundaries of the District or enter into an Extraterritorial Service agreement, unless the District determines otherwise. There is no right to be included within the boundaries of the District and this is a matter strictly up to the discretion of the Board.
619. Any person found to be violating any of the provisions of these Rules and Regulations, whether contained in this article or elsewhere, shall be served with written notice stating the nature of the violation and stating the District's required timeframe for the person to correct the problem to the satisfaction of the District Manager. If the person and or company has not corrected the violation within the required time, the District may at its discretion, correct the violation. All cost associated with the correction will be added to the water bill for the property and same shall be an obligation of the party to be paid to the District upon demand by the District, and shall be considered a penalty assessed by the district pursuant to the C.R.S. Section 32-1-1001 (1)(j), and until paid shall be a perpetual lien upon the property served which may be foreclosed in the manner provided by law.
620. in addition to the penalty that may be assessed pursuant to Section 619 hereof, any person

violating any of the provisions of these Rules and Regulations shall be liable to the District for any expenses, loss, damage or attorneys fees occasioned by reason of such violation, and the same shall be an obligation of the person to be paid to the District upon demand by the District, and shall be considered a penalty assessed by the District pursuant to C.R.S. Section 32-1-1001 (1)(j) and until paid in full shall be a perpetual lien upon the property served which may be foreclosed in the manner provided by law.

621. The District's agents and other duly authorized persons shall be permitted to enter upon all properties for the purpose of meter reading, observation, inspection, measurement, sampling and testing in accordance with the provisions of these Rules and Regulations.
622. Charges for water and sewer service shall be set from time to time by the Board. Water service shall be metered and billed accordingly. Sewer service for industrial or commercial service of unusual characteristics shall be metered, and the cost of all such metering equipment shall be borne by the applicant for service.
623. Swimming Pools and Hot Tubs: No public or private swimming pool or hot tub drain shall be connected to the sanitary sewer system. The District does not allow discharge from a swimming pool or a hot tub into its sanitary sewer system except for filter system effluent as approved on an individual basis.
624. The District shall not allow any drainage system to be connected to its water or sewer system (bedding, trench or underdrain) or water or sewer lines in any manner whatsoever except house foundation drains specifically approved for connection to an underdrain by the Meridian Service Metropolitan District.
625. The District does not warrant the delivery of specific quantities of water, nor does it undertake to maintain water pressures sufficiently high to operate irrigation systems, automatic household appliances, or other equipment depending on water pressure for their operation. No allowance will be made by way of reduction in demand, contract, readiness to serve, or minimum charges, for reduction in quantities of water normally delivered caused by failure of supply, line breaks, or restrictions placed on use of water during times of shortage or low pressure. During periods of short supply, the District will act as an agent for all of its users and endeavor to ensure each a fair and equitable share of the water available. To this end, it may impose irrigation restrictions or other water conservation measures, enforcing the same by providing penalties for the violation of its rules.
626. It shall be unlawful for anyone to discharge any waste or byproducts into the sanitary sewer system other than normal effluent. Anyone desiring to discharge other than normal effluent shall be required to obtain a special permit from the Meridian Service Metropolitan District. Permits shall be issued at the sole discretion of the Meridian

Service Metropolitan District. Instances of special permits include purging of mobile home or recreational vehicle holding tanks. The discharge of toxic materials dumping of used oils, paint, gasoline, solvents and other petroleum based products are specifically prohibited.

## ARTICLE VII

### Application for Service and Charges

700. Application: Applications for service must be filed with the District Manager and be accompanied by appropriate fees.
701. Water and Sewer Charges: A Schedule of Fees is available from the District. The charges may be increased or decreased by the Meridian Service Metropolitan District at any time without notice.
702. All properties requiring water and sewer service shall pay the applicable fees charged by the District.
703. Any use of a residential water meter larger than 3/4-inch must have prior Meridian Service Metropolitan District approval. Meters larger than 1” must be approved by the District and are installed by the applicant and approved by an authorized District representative prior to being placed into service.
704. All non-residential water uses will require a review by the District Engineer of a fixture unit analysis in accordance with A.W.W.A. specification and the required tap size will be determined by the Meridian Service Metropolitan District.
705. All water service lines shall be constructed in the same size as the water meter, unless an exception is granted by the Meridian Service Metropolitan District.
706. In calculating sewer service charges for multi-family, hotel and motel uses, each living unit shall be assessed as a single family equivalent.
707. In calculating sewer tap fees, single-family equivalents shall be determined by the size of the water tap serving the structure or the number of living units as applicable.
708. In calculating sewer service charges for non-residential uses, service charges will be based on water usage. Non-residential uses shall include, but not be limited to: schools, churches, retail, commercial and industrial.
709. The owner/developer shall be required to pay all associated fees assessed by any



governmental agency on the project.

710. Meter Purchase Policy: All water meters shall be obtained from the Meridian Service Metropolitan District or from those suppliers approved by the Meridian Service Metropolitan District. All meters shall remain the property of the Meridian Service Metropolitan District. All related water meter appurtenances shall be in conformance with District standards.
711. Cancellation of Application and Refund of Fees: The District reserves the right to revoke any application previously granted before service has been provided, and will refund any tap fees or fees for services not provided.
712. Denial of Application: The Meridian Service Metropolitan District reserves the right to deny application for service and refuses to set the water meter for any building, structure or residential home for any reason, including but not limited to:
1. That connection of the system to applicant's existing plumbing would constitute a cross-connection to an unsafe water supply; or
  2. That the service applied for would create an excessive seasonal or other demand upon the facilities.
  3. Failure to comply with the District's Rules and Regulations or specifications.
  4. Failure to comply with any District, El Paso County, State or Federal requirements concerning the construction of a commercial or residential improvement as determined by the District's representative.

Any findings of deficiencies must be promptly brought into compliance prior to the installation of the water meter. The findings of deficiencies will also constitute a water meter trip fee, based on the then current rate schedule.

713. Special Water Service through Fire Hydrants: If temporary water service is supplied through a fire hydrant, a permit for the use of the hydrant shall be obtained from the Meridian Service Metropolitan District by application. All water used from hydrants will be metered or billed per load. A deposit will be required to cover water meter and fire hydrant damage and estimated water bill. Any damage to the hydrant meter or District property will be paid for by the permittee. All hoses and connections shall be in accordance with Colorado Health Department criteria. All special permits using water through fire hydrants shall desist during the duration of any fire in the District, or upon request by the District for any reason.

714. Customers desiring a "turn off" or "turn-on" of service for purposes of vacation, vacancy of rental property, etc., shall be charged a fee, at a flat rate according to the Schedule of Fees.
715. Penalty for "Unauthorized Turn On": It shall be contrary to these Rules and Regulations for any person, except employees or officials of the District, to turn on water service after the shut-off by the District.
716. Water and Sewer Service Billing: Statements for all types of water and sewer service charges shall be rendered on a monthly basis. Charges for late payments, previous month, turn on, turn off, meter repairs, etc., shall be added to the statements.

Bills shall be payable within thirty (30) days from billing date on statement. Bills paid after the 30th day after billing date will be charged a late fee as established in the Fee Schedule.

Water and sewer bills not paid within 90 days shall be processed for water shut-off. The Meridian Service Metropolitan District will deliver by regular mail to the property being served a shut-off notice; said shut-off notice will require the bill be paid by the date specified in the notice. Failure to pay will result in service turn-off and the imposition of turn-off and turn-on charges as established in the Fee Schedule. If neither the water user nor the occupant can be located for personal service, said notice shall be attached to the property.

By statute, the District has a perpetual lien against property upon which a delinquency exists.

If the delinquency continues for a greater period than 90 days, the Board may file a lien against said property with the Clerk and Recorder's Office of El Paso County. All collection costs, attorneys' fees, and court costs shall also be charged to the water and/or sewer user. In certain circumstances, delinquencies may also be certified to the County and collected in the same manner as property taxes.

717. Liability for Payment: The property owner and occupant are hereby deemed jointly and severally liable for charges of the District. The District hereby assumes no responsibility for any agreements between landlords and tenants. The District reserves the right to collect deficiencies by any means available to it.
718. Property Owner's Responsibility: The District assumes no responsibility for agreements between property owner and buyers. It shall be the responsibility of property owner to notify the Meridian Service Metropolitan District for final readings and completion bills. In any cases of deficiency, the District will look primarily to the property owner for

payment.

719. Meter Testing: All meters shall remain the property of the District. The District may make a test of meters. The District shall have the right to enter upon the customer's property during reasonable hours to conduct the tests. If the customer requests that his meter be tested for accuracy, he shall be charged for this test, provided the meter is found to be accurate. If the meter is not working properly, the District will repair or replace it, unless damage was caused by the Homeowner.

720. Sewer Services - General: No connection to a District owned sewer main, or approved stub out, shall be allowed prior to the purchase of a District tap permit and payment of appropriate District fees. Sewer service lines shall be installed in a separate trench, maintaining a ten-foot horizontal separation from the water service line. All sewer service installations shall be in accordance with the specifications of District, Uniform Plumbing and Building Codes, and El Paso County Building Regulations. In those cases, which involve private individual sewage disposal systems, an approval from the Health Department will be required

Tap permits and/or physical connection permits will not be allowed prior to District preliminary acceptance of the sewer main to be tapped.

721. Sewer Services - Ownership and Maintenance.

A. Ownership - The sewer service line, including the connection to the Meridian Service Metropolitan District's main, shall be owned by and installed at the expense of the owner of the property to be served.

B. Maintenance - The customer shall maintain all service pipe and appurtenances, including but not limited to cleanouts, and/or commercial/institutional interceptors between the structure being served and the Meridian Service Metropolitan District's sewer main, including the connection on the District's main. The customer shall indemnify the District for any loss, damage or attorney's fees that may directly or indirectly be occasioned by the installation of the water or sewer service. In those cases where grease traps or other filtering processes are employed, the District reserves the right to periodically review maintenance and schedules and to inspect the same.

C. Inspections - No taps or connections will be allowed to the Meridian Service Metropolitan District's mains unless a District representative is present to inspect the connection. Dye tests will be required on all sewer service connections. Subject to Section 602, no inspections will be made unless a 24-hour notice during normal business hours has been received by the District. All taps must be made in

accordance with District specifications.

- D. Grease Traps - In all cases where grease traps or other filtering processes are required to be inspected, the owner and/or operator shall maintain a log, signed by the contractor, of each time the device is cleaned and/or maintained. This log shall be available for inspection by the District. All grease traps shall be cleaned with sufficient regularity to prevent grease buildup in the District's sewer system. Failure to adequately maintain a grease trap or other filtering device, which results in grease buildups in the District's sewer system, will result in the District charging the offending property owner/tenant the cost of cleaning the affected sewer mains.
- E. Sump Pump - No sump pump shall be connected or discharged into the sanitary sewer system. The District may require inspection of all sump pumps to insure proper installation and discharge to atmosphere.

722. Water Services - General:

- A. No connection to a Meridian Service Metropolitan District owned water main will be allowed prior to the purchase of a District tap permit, and payment of appropriate District fees. Tap permits will not be issued prior to Meridian Service Metropolitan District preliminary acceptance of the water main to be tapped.
- B. Water service line installation shall be in accordance with A.W.W.A. C-800, and in accordance with the standards and specifications of the District.

723. Water Services - Ownership and Maintenance:

- A. Ownership - The service pipe and fittings connected to mains owned by the Meridian Service Metropolitan District shall be installed at the expense of the tap permit purchaser or property owner.
- B. Maintenance - The owner shall maintain all service piping, fittings and appurtenances from the curb stop to the structure. The owner shall indemnify the District for any loss, damage or attorney's fees that may directly or indirectly be occasioned by the installation of the water service.

The meter pit/curb stop is the location at which the responsibility for the water lines transitions from the District to the customer/landowner. The meter pit/curb stop is a structure that contains either the water meter or the water turn-on/turn-off valve. It is normally located on the customer's property between the back of the sidewalk or curb and the structure. An example of the typical location of the meter pit/curb stop is shown on the attached drawings.

Proper functioning of the meter pit/curb stop and access by the District to the meter pit/curb stop are essential for the public health, safety, and welfare of the District's customers. Such proper functioning and access are also essential for the efficient and proper functioning of the District and its water system. As such, each owner shall comply with the following as it relates to the meter pits/curb stops:

- The grading and landscaping around the meter pit/curb stop shall be maintained so as not to cover or impede access to the meter pit/curb stop;
  - The meter pit/curb stop shall be maintained in good repair. Any damage to the meter pit/curb stop that impedes access or its proper operation shall be immediately repaired by the owner;
  - If District discovers a damaged meter pit/curb stop or that access to the meter pit/curb stop is impeded, the District shall give the owner written notice of such damage and/or access problems. Within thirty (30) days of receipt of said written notice, the owner shall repair the meter pit/curb stop and ensure proper access.
  - Following completion of the repairs and/or corrections to ensure access by the owner, the owner shall provide notice to the District. The District will inspect the repairs and/or corrections and provide the owner with notice of whether the repairs and/or correction are satisfactory.
  - If the owner has not repaired the meter pit/curb stop or corrected the impeded access to the meter pit/curb stop within the required time, the District may, at its discretion, repair the meter pit/curb stop, remove landscaping and regrade the area around the meter pit/curb stop to provide unimpeded access. All costs associated with the repair of the meter pit/curb stop and ensuring unimpeded access will be added to the water bill for the property.
  - The District shall not be obligated to replace or repair the landscaping or other improvements removed pursuant to this section.
- C. Frozen Service Pipes - The District shall not be responsible for thawing frozen service pipes or appurtenances from the meter pit to the structure.
- D. Repair Services Available - The District shall provide leak repair services to a portion of the service pipe as indicated below.
- a. The District shall repair leaks originating on the segment of the water service pipe between the water main and the inlet side of the meter pit.
  - b. Where no out-side meter setting exists, the District will repair leaks originating on the service pipe between the water main and the customer's property line/curb stop.

- c. Where no curb stop or outside meter setting exists, the District will repair leaks originating on the segment of privately owned service lines or fire lines between the water supply main and the property line.

The Meridian Service Metropolitan District shall repair leaks on the above-referenced segments of service pipes only when the District has determined that a leak is on the District maintained portion of pipe. The District shall not be responsible for repairs accomplished prior to notification of the District, nor for repairs accomplished other than under Meridian Service Metropolitan District direction. No reimbursement for leak repairs will be granted by the District unless the District directed the repairs in writing.

The customer shall retain complete responsibility for the maintenance and repair of all segments of the water service pipe and its appurtenances not listed in a and b above. Leaks originating on the customer maintained portion of the service line shall be repaired, without delay, at the customer's expense. Failure to repair leaks within the time prescribed by the District may result in termination of service until repairs are accomplished.

## ARTICLE VIII

### Stub-ins

800. Stub-ins will be permitted from the main, past the curb for both water and sewer service provided the developer or contractor makes application for stub-in prior to the time of installation of the main and with the understanding that the developer will extend water facilities from the stub-in(s) within 2 years following their preliminary acceptance by the District. Sewer stub-out cannot be used after 2 years from date of preliminary acceptance, unless approved in writing by the District.

In addition to the aforementioned requirements, all appropriate testing on the main line, including but not limited to deflection, lamping, low pressure air, compaction, clear water, hydrostatic, chlorination and as-builts shall be completed and submitted to the District prior to tapping and stub-in extension.

801. Upon request for stub-in, the contractor shall pay the current water fees. No stub-in will be allowed without a signed stub-in agreement between the developer and District. A field observation of the stub-in(s) shall be performed by the District.
802. Upon request for connection to the house, the developer or contractor must pay the water tap fee and the sewer tap fee, plus an additional inspection fee for inspection of lines from stubout to house.

803. All water tap permits for connection purposes must be signed by a plumber licensed under applicable jurisdiction. The District will not issue a tap permit for connection purposes unless these requirements are completed and all fees are paid.

#### ARTICLE IX

##### Unauthorized Taps

900. By resolution of the Board of Directors of the District, \$500.00/offense for liquidated damages will be charged any contractor, developer or other person who makes or causes to be made a tap on the sewer or water lines of the District without first obtaining written permission from the District. In addition, all costs of obtaining a proper inspection of the facility will also be charged the contractor, developer or other party. For second offenses by the contractor, developer or other party, the fee shall increase to \$1,000.00/offense plus expenses of inspection. Each unapproved connection shall be considered a separate offense

#### ARTICLE X

##### Cross Connection Control

1000. Cross connections may be approved at the sole discretion of the Meridian Service Metropolitan District and shall require the use of an approved Reduced Pressure Principle Backflow Prevention Device (RPPBPD) or an approved air gap and shall be constructed in accordance with the Colorado Department of Health's publication entitled, "Cross Connection Control" and the District's backflow prevention requirements. In cases of conflict, the District Engineer will determine what is required.
1001. Inspection reports shall be required on an annual basis in accordance with the Colorado Cross-Control Manual.

#### ARTICLE XI

##### Single-Family Attached, Condominiums and Townhouses

1100. Each single-family attached dwelling whether in a townhome, condominium, duplex, triplex, fourplex or other configuration shall have an individual meter, service line and shut-off acceptable to the District.

Service lines to serve multi-family developments must be approved by the Meridian Service Metropolitan District Engineer.

1101. Except for apartments and condominiums, separate and independent sewer service lines, in conformance with the El Paso County Building Code or Uniform Plumbing Code, shall be provided for every single-family unit. Each townhouse, patio home or single-family detached structure shall have an individual sewer service line and tap for each living unit in the structure. Apartments and condominiums shall be required to submit plans to the District Engineer for determination of water tap sizes and service line configuration. Each living unit shall be assessed one sewer tap fee.
1102. The District's water tap fee shall be paid for each 3/4-inch or equivalent tap required for service to the structure by the Rules and Regulations of the District.
1103. Except as specifically herein provided, all the District's Rules and Regulations applicable to single-family detached residences shall apply to condominiums, single-family attached dwellings and townhouses constructed in the District.

## ARTICLE XII

### Apartments, Commercial and Industrial Properties

1200. All Apartment, Commercial and Industrial Properties to be served shall submit their plans to the District Engineer for tap size determination and service line configuration. Generally, the District follows the A.W.W.A. Manual of Practice, C-110 for water meter sizing by fixture analysis. Water service charges and tap fees are based on single-family equivalents based on water meter sizing.

## ARTICLE XIII

### Water and Sewer System - Responsibility of the Contractor and Owner/Developer

1300. It shall be the responsibility of the owner/developer to obtain and execute an Application and Agreement for Extension of Water and/or Sewer Mains. This form is also referred to as "Conveyance and Acceptance Form" (See Article XVII hereof).
1301. The contractor shall be responsible for arranging a pre-construction meeting prior to the start of any construction. The District Engineer, contractor and owner or owner's engineer must be represented at this meeting. Other representatives such as soils engineer, surveyor, County and/or State Highways and Transportation Department representative, Fire Department representative, etc. should be included as appropriate.
1302. The contractor shall be responsible for notifying the District Engineer at least 48 hours prior to the start of any construction. If work is suspended during normal business hours



after initial start up, the contractor must notify the District at least 24 hours prior to restart.

1303. Work may not be suspended without the written approval of the District Engineer, which approval will not be unreasonably withheld. Failure to notify the Meridian Service Metropolitan District and obtain consent shall result in the contractor being liable for all mobilization and demobilization costs.
1304. At all points of connection of new water mains to existing mains, the contractor will be responsible for excavating and verifying the location of existing lines prior to the installation of any new construction. If it is necessary to shut down any portions of the existing water system to make connection, prior approval by the Meridian Service Metropolitan District is required. The contractor will be responsible for notifying all District customers to be affected by the water outage at least 24 hours prior to such outage. The duration of water outage to the existing District customers shall be minimized and, if directed by the District, the contractor shall provide temporary water supply to customers by means of tank trucks, temporary connections, etc.
1305. The owner/developer has the primary responsibility of preventing pollutants and contaminants from entering the Meridian Service Metropolitan District's water system. The owner's/developer's responsibility starts at the point of delivery from the public potable water system and includes all of his system. The owner/developer, at his own expense, shall install, operate, test and maintain approved backflow prevention devices as directed by the Meridian Service Metropolitan District. The owner/ developer is required to keep accurate records of tests and provide the District with copies of such records with a two year history.
- 1306 The Constructor is responsible for any and all damage activity to public or private property caused by construction of water or sewer facilities. Such responsibility includes sewage backups caused by the construction activity, damages from water and sewage flows and damage from natural occurrences affected by the construction activity.
1307. All existing water valves and appurtenances shall be operated only by a Meridian Service Metropolitan District representative or with approval of the District Engineer. The contractor shall not be allowed to operate any existing value or appurtenances unless approved by the District Engineer.
1308. Prior to the start of any work where sewer mains are to be installed connecting into existing Meridian Service Metropolitan District sewer systems, the nearest manhole to the point of tie-in shall be plugged with a plumbers plug on the outlet side by the contractor. This plug shall remain in place until acceptance of construction by the District. The contractor shall be responsible for pumping and cleaning lines and manholes and removing

the plug.

1309. No pipe or appurtenance shall be backfilled, nor covered with bedding material, above the spring line of the pipe until a field observation is performed by the Meridian Service Metropolitan District. Arrangements shall be made by the contractor to assure that all construction is reviewed by the District prior to backfilling. Any pipe covered prior to acceptance shall be excavated at no expense to the Meridian Service Metropolitan District by the contractor to allow for review.
1310. If water line construction takes place prior to the installation of curb and gutter, the owner/developer will be responsible to relocate or replace such lines as necessary to assure adequate cover or location within the street surface.
1311. All sewer service connections shall be dye tested.
1312. The owner/developer shall be responsible for the proper alignment and cleanliness of all valves, vaults and other water system appurtenances during the warranty period or until street paving has been completed, whichever is longer. Written notification of any deficiencies discovered during this period will be provided by the District. If the deficiencies are not corrected during the prescribed time limits, the corrections shall be completed by the District at the expense of the owner/developer.
1313. The owner/developer shall be responsible for the proper alignment and cleanliness of all manholes during the warranty period or until street paving has been completed, whichever is longer. Written notification of any deficiencies discovered during this period will be provided by the District Engineer. If the deficiencies are not corrected during the prescribed time limits, the corrections shall be completed by the District at the expense of the owner/developer.
1314. The contractor is responsible for maintaining as-built drawings to include locations of pipe, valves, all distances between manholes and locations of wyes or service tees and all other appurtenances. The locations of all facilities shall be verified by a licensed surveyor. As-built drawings (including two copies of blue line prints, one copy of reproducible photographic mylar and drawings on electronic media in a format acceptable to the District) must be reviewed by the Meridian Service Metropolitan District before preliminary acceptance and before lamping or televising of sewer lines. The as built drawings should be 12" x 18"
1315. All construction, including labor, materials and settlement of backfill shall be guaranteed by the owner/developer for a period of two (2) years from the date of preliminary acceptance of construction by the Meridian Service Metropolitan District. During the guarantee period, the expense of any repairs or maintenance to the lines, appurtenances

and facilities shall be the responsibility of the owner/developer and shall be assured by a 10% performance bond acceptable to the District. The District reserves the right to ensure proper operation of its system and to perform any cleaning, repairs or other maintenance during the warranty period at the expense of the owner/developer.

#### ARTICLE XIV

##### Water and Sewer System - Construction Plan Review Procedures

The following procedures have been developed by the District in order to coordinate and unify the submittal, review and approval of construction plans and specifications..

##### 1400. General

- A. All plans shall be in compliance with the Engineering Standards and Specifications of the District.
- B. The owner/developer is responsible for payment to the District of all fees and charges associated with the plan review process, including the charges of the District Engineer and the District's Attorney.
- C. No construction may take place until the plans have been approved and a preconstruction meeting has been held.
- D. Plans and specifications are approved for a twelve-month period only from date of initial approval. If construction has not begun within this twelve-month period, or if it has been halted and not restarted prior to expiration of the approval period, the plans must be resubmitted for review and approval.

##### 1401. Submittal and Review Procedures.

- A. The owner, developer or design engineer may request a pre-design conference by contacting the District Engineer. This conference is not required but will be held upon the request of the owner, developer or design engineer.
- B. Preliminary water and/or sewer plans shall be submitted in three copies to the District Engineer. The plans will be reviewed by the District Engineer for compliance with the District's Standards and Specifications, as well as for compliance with the District's integrated water and sewer systems. The approval of plans will also be subject to the ability of the Meridian Service Metropolitan District to operate and maintain the proposed facilities in an efficient, economical manner.

- C. Four original sets of the District's Conveyance and Acceptance forms shall be submitted to the District Engineer prior to plan review approval.
- D. All easement information, in accordance with these specifications, shall be submitted to the District Engineer prior to plan approval.
- E. Upon completion of the Meridian Service Metropolitan District's review of preliminary plans, one copy of the plans will be returned to the design engineer for required revisions. A conference may be scheduled by the District Engineer to discuss the needed revisions if it is deemed appropriate or if it is requested by the design engineer.
- F. When all revisions have been completed, three copies of the revised plans shall be submitted to the District Engineer who will coordinate the review with the District and other review agencies.
- G. If no further revisions are required by the District or other review agency, the District Engineer shall determine the number of plans to be submitted. Upon final approval of construction plans the approved drawings shall be held by the Meridian Service Metropolitan District and released at the preconstruction meeting. No construction may take place until a preconstruction meeting has been held.

## ARTICLE XV

### Water System - Acceptance and Release for Taps

1500. No water main or facilities shall be preliminarily accepted by the District or released for taps until the following conditions have been met.
- A. The main and all appurtenances have been installed to the satisfaction of the Meridian Service Metropolitan District Engineer and all required as-built drawings have been supplied to and approved by the Meridian Service Metropolitan District.
  - B. The main has been properly chlorinated prior to hydrostatic pressure testing.
  - C. The main has been successfully pressure tested to the requirements of the Meridian Service Metropolitan District. Hydrostatic pressure testing is mandatory.
  - D. The local health authority has supplied the Meridian Service Metropolitan District satisfactory bacteriological test results.

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- E. All compaction test results required by the District have been submitted and approved.
  - F. All easements have been submitted and accepted by the Meridian Service Metropolitan District.
  - G. The owner/developer has submitted a letter to the Meridian Service Metropolitan District Engineer documenting the installation costs for the project.
  - H. For water mains constructed outside of the public right-of-way, drawings shall be submitted indicating the "as constructed" location of water mains and appurtenances within the boundaries of recorded easements. These drawings must be certified by a registered land surveyor.
  - I. The District's Conveyance and Acceptance Form for preliminary acceptance have been dated and signed by the Meridian Service Metropolitan District.
1501. No rebates or participation will be granted until all facilities have been placed under preliminary acceptance.

#### ARTICLE XVI

##### Sewer System - Acceptance and Release for Taps

1600. No sewer main or facilities shall be preliminarily accepted by the Meridian Service Metropolitan District or released for taps until the following conditions have been met.
- A. The main and all appurtenances have been installed to the satisfaction of the Meridian Service Metropolitan District Engineer and all required as-built drawings have been supplied to and approved by the Meridian Service Metropolitan District.
  - B. The main has been successfully low-pressure air tested and inspected to the requirements of the Meridian Service Metropolitan District. Low pressure air testing is mandatory.
  - C. The manholes have been successfully vacuum tested and inspected to the requirements of the Meridian Service Metropolitan District. Vacuumir testing is mandatory.
  - D. All mains have been lamped or televised and deflection tested.

- ED. All compaction test results required by the District have been submitted and approved.
- F. All easements have been submitted and approved by the Meridian Service Metropolitan District.
- G. The owner/developer has submitted a letter to the Meridian Service Metropolitan District Engineer documenting the installation costs for the project.
- H. For sewer mains constructed outside of the public right-of-way, drawings shall be submitted indicating the "as constructed" location of sewer mains and appurtenances within the boundaries of recorded easements. These drawings must be certified by a registered land surveyor.
- I. The District's Conveyance and Acceptance Form for preliminary acceptance have been dated and signed by the Meridian Service Metropolitan District.

1601. No rebates or participation will be granted. until all facilities have been placed under preliminary acceptance.

ARTICLE XVII

Conveyance and Acceptance Procedure

- 1700. Prior to the receipt of as-built plans for review and approval, the owner/developer shall execute a completed copy of the Application and Agreement for Extension of Water and/or Sewer Mains form (Conveyance and Acceptance Form). Four (4) original copies are required. The District Engineer will hold all four copies of the form completed by the developer.
- 1701. Upon receipt of the four (4) original copies of the Conveyance and Acceptance Form, the owner/developer may submit plans for review and approval by the Meridian Service Metropolitan District.
- 1702. When the utility lines and as-builts have been accepted, copies of the District executed Conveyance and Acceptance form granting preliminary acceptance will be distributed to:

- Developer - 1 copy
- District - 1 copy
- District Engineer - 1 copy
- District's Attorney - 1 copy

1703. Prior to the expiration of the preliminary acceptance period, the owner/developer shall schedule an inspection of the utility line(s) for final acceptance and maintenance by the District. The owner/developer and his contractor shall correct any deficiencies observed during the final inspection within the time period set by the District personnel.
1704. Upon final acceptance, the Meridian Service Metropolitan District will provide written documentation of the acceptance to the owner/developer and contractor.

## ARTICLE XVIII

### Water and Sewer Easements

#### 1800. General

Easements are required for all water and/or sewer mains constructed outside of the public right-of-way. All easements shall be prepared according to the following:

- A. In areas where water and/or sewer mains are installed in easements, all mains shall be located within the easements as shown on the construction plans.
- B. Landscaping and improvement restrictions apply to all District utility easements.
- C. Easements shall be a minimum of thirty feet (30') wide if they contain only a water line or a sewer line and shall be a minimum of fifty feet (50') wide if they contain both water and sewer lines. All easements shall be exclusive to the Meridian Service Metropolitan District unless the District explicitly approves a non-exclusive easement. Easements may require additional width if other entities have access to use the easement (non-exclusive easement) or if the utility lines are deeper than normal.
- D. No water or sewer mains shall be located less than five feet (5') from the edge of an easement.

#### 1801. Procedures

The following procedures have been developed to unify the submittal of information required for the preparation of water and/or sewer easements.

The following information shall be submitted to the District Engineer in four copies.

- A. The District easement preparation checklist with the appropriate sections

completed by the easement grantor or his designated representative.

- B. A legal description of each easement prepared and stamped by a registered land surveyor. A separate legal description is required for each separate ownership.
- C. A drawing of each easement on an 8 ½" X 11" or 8 ½" X 14" sheet showing distances, north arrow and ties to recognized land corners. A separate drawing is required for each legal description.
- D. A general location map of the development area and easement on an 8 ½" X 11" or 8 ½" X 14" sheet.
- E. A current title commitment or title policy on the easement to be conveyed. The commitment will not be less than thirty (30) days old.
- F. A boundary survey of the tract of land to be developed showing the location of the proposed easement(s), as well as the location of all structures, ditches, existing easements and other encumbrances explained in the title commitment.

1802. Construction Within Easements

- A. Plans for water and/or sewer main construction within easements shall not be approved nor shall construction be authorized prior to the acceptance of the easement by the Meridian Service Metropolitan District.
- B. Prior to the acceptance of any water and/or sewer main(s) within easements, the Meridian Service Metropolitan District shall be provided with a drawing indicating the "as constructed" location of the main(s) within the recorded easement. The drawing must be certified by a registered land surveyor.

1803. License to Cross District Easement

In the event that it is necessary for another utility to cross an existing easement dedicated to the District, it will be necessary to obtain a license agreement. The procedure for crossing an existing easement is presented below.

- A. Prepare a legal description of the precise location of the crossing, consisting of a map and printed legal description. The legal description should tie to a property corner or other recognizable point in a platted subdivision.
- B. Submit three copies of the legal description along with the proposed construction drawings of the crossing to the District Engineer.



- C. The District Engineer will review the proposed crossing and distribute the information to the District Manager and the District's Attorney. If no revisions are needed, the District's Attorney will prepare an agreement to be presented to the Board of Directors for approval.

## ARTICLE XIX

### District Property

#### 1900. General

The District will require ownership of a sufficient tract of land whenever construction of facilities such as, tanks, water reservoirs, pump stations, sewage lift station and any other major facility designated by the Board is part of the required infrastructure.

#### 1901. Title

Title to the required property shall be free and clear of all liens and encumbrances and shall be deeded to the District by General Warranty Deed. Developer shall provide an acceptable title commitment prior to conveyance to District.

#### 1902. Compensation

The District shall not pay any compensation to the developer for any property conveyed to it. All expenses of conveyance shall be at Developer's sole cost.

## ARTICLE XX

### Inclusion Procedures

2000. In order to receive water or sewer service from the District, unless otherwise approved by the Board, all property must be included within the District boundaries.

2001. Although there is no obligation for the District to include property within its boundaries, should the property owner desire inclusion, the property owner must provide:

- A. Legal description and drawing of property to be included.
- B. Development plan for the property, or in the case of a single family residence, method and manner of proposed service.

- C. Inclusion fee, current title commitment and signed petition (consented to by any mortgagee) must all be submitted to the District to begin the inclusion process.
- D. The District reserves the right to deny inclusion, restrict services or require specific facilities to service the property to be included.

## ARTICLE XXI

### Subdrains

2100. Subdrains to be installed in the same trench as the Meridian Service Metropolitan District's sewer systems are permitted subject to the following conditions:
- A. Any Subdrain system installed must meet minimum horizontal and vertical separations in accordance with State Health Department Regulations.
  - B. In order to avoid confusion, the Subdrain pipe must be a different size than the sewer service connection to the District's mains. All Subdrain systems must be dye tested to insure they have not been inadvertently connected to the District's water or sewer system.
  - C. All plans and specifications for a Subdrain system must be submitted to the District Engineer for review to determine compliance with these Rules and Regulations and the specifications and requirements of the District prior to construction.

## ARTICLE XXII

### Dispute Resolution

2200. Disputes shall be presented to the Manager for resolution. When disputes cannot be resolved by the Manager, the dispute shall be taken to the Board, through the Manager, for final binding resolution.

APPENDIX 1

MERIDIAN SERVICE METROPOLITAN DISTRICT  
(MERIDIAN RANCH METROPOLITAN DISTRICT)

EASEMENT DEDICATION CHECKLIST

NAME OF FEE OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

HOLDER OF DEED OF TRUST: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

TYPE OF EASEMENT:       30'    50'    Exclusive    Non-Exclusive

RESPONSIBLE ENGINEER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

- EVIDENCE OF TITLE
- SURVEY (8.5" x 14")
- LEGAL DESCRIPTION (8.5" X 14")
- SIGNATURE OF REGISTERED LAND.SURVEYOR.
- SEAL OF REGISTERED LAND.SURVEYOR.
- VICINITY SKETCH (8.5" x 14")
- EASEMENT DOCUMENT EXECUTED (BOTH COPIES)
- EXECUTORS NAME TYPED BELOW SIGNATURE
- EASEMENT DOCUMENT FULLY NOTARIZED (BOTH COPIES)

APPROVALS:

DISTRICT ENGINEER:  
DISTRICT MANAGER:  
LEGAL COUNSEL:

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4/7/2010

Section 712 Approved by Board  
11/5/2014

APPENDIX II

MERIDIAN SERVICE METROPOLITAN DISTRICT  
(MERIDIAN RANCH METROPOLITAN DISTRICT)

APPLICATION AND AGREEMENT  
FOR EXTENSION OF WATER AND/OR SEWER MAINS

THIS APPLICATION AND AGREEMENT is made and entered into in duplicate original between \_\_\_\_\_ (hereinafter referred to as "Applicant"), whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, and MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (hereinafter referred to as "District"), and whose address is 6399 South Fiddler's Green Circle, Suite 102, Greenwood Village, CO. 80111, and whose telephone number is (303) 779-4525.

Applicant's Engineer is \_\_\_\_\_ whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_.

District Engineer is \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, Colorado, \_\_\_\_\_, and whose telephone number is (\_\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_.

WITNESSETH:

WHEREAS, Applicant is the owner of a tract of land legally described as:  
See Attached Exhibit A.

WHEREAS, in order to provide water and/or sewer service to said tract or a portion thereof, it is necessary for Applicant to extend water and/or sewer lines and related transmission and distributing facilities and appurtenances (hereinafter referred to as "Project"), and to connect the same into District's existing water and/or sewer distribution system; and

WHEREAS, Applicant and District desire to execute an Agreement covering basic understandings between the parties hereto with regard to the extension of said water and/or sewer lines and related transmission and distribution facilities and connection of the same into the District's existing water and/or sewer distribution system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Applicant and District hereby agree as follows:

1. Effective Application. This Application and Agreement shall become a binding contract between the parties hereto upon execution by the Applicant or an authorized officer and the District.

2. Service. Water and/or sewer service to the Project or any part thereof will be available only upon the successful completion of this Application and Agreement. Water and sewer taps are available subject to availability and District policy and must be purchased from the District prior to the institution of water and/or sewer service to any property.

3. Description of Work. Applicant covenants that the Project shall be constructed in accordance with District's Rules and Regulations as the same may be amended from time to time, including but not limited to, easement and right-of-way requirements, if applicable, and in accordance with the plans and construction notes approved by the District Engineer, any additions or modifications made thereto by said Engineer, and all District specifications. Applicant agrees to furnish or cause to be furnished at his own cost and expenses, all labor, equipment, power, materials, supplies and all other things necessary to perform and complete the Project in a good, expeditious and workmanlike manner.

4. Independent Investigation. Applicant represents that he has read thoroughly all plans, notes and specifications and that he has thoroughly examined the Project site and ascertained for itself all soil, geological, ground water and other conditions to be encountered and which might affect the construction, operation and future maintenance of the Project. Applicant agrees that he enters into the work contemplated hereunder relying on his own investigation and information and not on any statements or representations, if any, that have been made by the District, its officers, agents or employees. It is understood and agreed that a review of the plans of the Applicant by or on behalf of the District is only for the purposes of the District and in no way relates to an approval of the material used, an approval of the end product of the developer's work, or a release of the Applicant's obligation to comply with the District's rules and specifications.

5. Conditional Acceptance - Title. The District will conditionally accept the Project after it determines that the Project has been constructed and connected into the District's water and/or sewer distribution system in accordance with the approved plans, construction notes and specifications and after the District has received certified compaction test results and as-constructed drawings for the entire Project. Conditional Acceptance shall be effective as of the date the District Manager and Engineer affix their signatures to this document in the space provided.

Neither taps nor physical connections to the Project shall be allowed, nor will permits be issued for such connections, until the District has conditionally accepted the Project as herein provided.

5.1 Facility Ownership. As of the date of Conditional Acceptance, all of

Applicant's right, title and interest in and to the constructed Project, including all mains, pipelines, valves, and related parts and materials which compromise the constructed Project shall immediately pass to and vest in the District, subject, however, to Applicant's obligation for maintenance as provided herein. This Application is in effect a Quit Claim Deed and conveyance by the Applicant to the District upon the date of Conditional Acceptance.

5.2 Title Warranty. Applicant agrees that the constructed Project shall be transferred to District free and clear of all liens and encumbrances and Applicant agrees to WARRANT AND DEFEND the conveyance of said property hereby made unto District, its successors and assigns, against all and every person or persons whomsoever. Should after the date of Conditional Acceptance, the District determine that title to the constructed Project and/or easements and rights-of-way has not been effectively conveyed to the District, Applicant agrees that he will do whatever is necessary, at his expense, to insure that the conveyance is properly effected.

6. Maintenance and Repairs. Applicant shall, as described in this Paragraph 6, be responsible for correcting all defects in the constructed Project (hereinafter "Corrective Maintenance") and for all routine maintenance of the constructed Project, until the same is accepted for maintenance by the District.

6.1 Guarantee. Applicant guarantees all equipment, materials, supplies, and work furnished to the Project against defective construction and workmanship for a period of two (2) year from the date of Conditional Acceptance of the Project by the District, or until the Project is finally accepted for maintenance by the District, whichever period is longer.

6.2 Corrective Maintenance. Applicant shall correct, repair or replace any part or parts of the constructed Project which the District determines were not constructed in accordance with the approved plans, construction notes and specifications, or which the District determines to be defective or of poor or unworkmanlike quality. In addition, Applicant shall correct any soil subsidence or erosion problem which District determines occurred in connection with the construction of the Project.

6.3 Routine Maintenance. Applicant shall protect the constructed Project and shall be responsible for performing all routine maintenance on the constructed Project so as to keep it in good repair and condition, ordinary wear and tear excepted. Applicant's routine maintenance obligations shall include the obligation to repair and/or replace any part or parts of the constructed Project damaged or rendered non-operative for any reason as a result of street construction, paving, or other utility installation, or vehicular traffic.

6.4 Time of Performance. After receipt of written notice from the District specifying what corrections and/or maintenance should be performed, Applicant shall, at his sole cost and expense, promptly perform such corrections and/or maintenance, or cause a licensed and

bonded contractor to do the same. In the event Applicant fails or is unable to perform its obligations hereunder, the District, in order to insure the proper operation of its water and/or sewer distribution system and without waiving any of its other remedies, may perform said corrections and maintenance and charge the cost thereof to Applicant, which agrees to pay.

6.5 Maintenance Bond. Applicant hereby agrees that as a condition precedent to the Conditional Acceptance of the Project that he will provide a maintenance bond payable to the District in the amount of 15% of the total cost of the project and sufficient to comply with the terms of this Agreement for Conditional Acceptance. Said maintenance bond shall be acceptable to the District before the period of Conditional Acceptance will begin, and such acceptability shall be at the sole discretion of the District.

6.6 Emergency Repairs. In the event of any emergency, such as but not limited to, a water or sewer main break, the District, in order to insure the proper operation of its water and/or sewer distribution system, may perform the necessary emergency repair and charge the cost thereof to Applicant, which Applicant agrees to pay.

6.7 Warranty. The Contractor shall provide a minimum two (2) year warranty of the water and/or sewer pipelines, appurtenances, and surface restoration work including asphalt and concrete. The warranty period shall commence at the time of conditional acceptance of the project. Final acceptance will be made when all punch list items have been corrected to the Engineer's satisfaction. This general warranty shall not be considered a waiver of any manufacturer's warranty which may exceed the two (2) year period, or the Statute of Limitations for construction projects as provided for in the Colorado Revised Statutes or Uniform Commercial Code. Satisfactory compaction test results are not a guarantee that settlement will not occur. The Contractor shall be responsible for all work including any repairs or replacements that are required during the duration of the warranty period, including all parts, material, and labor. If upon notification of the Contractor, such repairs are not completed within a reasonable time period, the Districts may complete the work and seek recovery from the general contractor or his bonding company. The Contractor shall be held liable for all consequential damages as a result of failure of his work.

7. Acceptance for Maintenance. At least two (2) year from the date of Conditional Acceptance, the District or its Consulting Engineer shall inspect the constructed Project. Scheduling of final acceptance shall be the responsibility of the applicant. Attention shall be paid to assure that all fire hydrants, valve vaults, valve boxes, and manholes are at finished grade; that all valve boxes are centered over the valve operation nut and are free and clear of sand, gravel, stones or other foreign material; that all fire hydrants are operational and that all sewer lines and manholes are free of sedimentation. Any replacement, repairs or cleaning necessary to bring the constructed Project into compliance with the approved plans, construction notes and specifications, including repair of street paving, curb and gutter work, if applicable, and any other changes required by District personnel at their sole discretion, shall be promptly performed by the



Applicant or by a licensed and bonded contractor, at Applicant's sole cost and expense.

Upon the satisfactory completion of all replacements, repairs and cleaning, the District shall accept the constructed Project for maintenance and release the maintenance bond. The maintenance bond must be kept in force by the applicant until final acceptance is completed. The District's acceptance of the Project for maintenance shall be effective as of the date the District Manager and Consulting Engineer affix their signatures to this document, and from that date forward, the District shall operate and maintain the constructed Project at District expense.

8. Indemnification. Applicant shall indemnify and hold harmless the District, its officers, agents and employees from all claims and demands or liability arising out of or encountered in connection with this Application and Agreement or the performance of the work contemplated hereunder, whether such claims, demands or liability are caused by Applicant, his agents or employees, or by Applicant's contractors or subcontractors, their agents or employees, or by products or materials installed on the Project by Applicant, its contractors, or subcontractors; EXCEPTING ONLY such injury or harm as may be caused solely and exclusively by the District's fault or negligence. This indemnification shall extend to claims, demands or liability for injury occurring off the job site as well as on, and for injury occurring after completion of the Project as well as for injury occurring during the construction of the Project.

9. Right to Stop Work. In the event of a breach of this Application and Agreement, the District reserves the right to halt all work on the Project until all breaches are cured to the satisfaction of the District.

10. Easements. Before the District will Conditionally Accept any Project under the terms of this Agreement, all rights-of-way and easements shall be conveyed to the District as required. Applicant shall provide the following documents to the District Engineer before the District will begin processing or preparation of rights-of-way or easements:

- a. Legal description prepared by registered land surveyor and plot plan.
- b. Plot plan showing the easements on the plan development map.
- c. Statement, in writing, of proposed width of easement, whether it is exclusive or non-exclusive, and any other pertinent information.
- d. Title commitment showing present ownership and encumbrances on the property, if any.
- e. In case the title is to be signed by a partnership, corporation, or other business entity, in those cases other than a corporation signing by its president, a recordable authority affidavit will be required for the person signing.

- f. The signature of Applicant and holder of any encumbrance on the property to be made subject to the easement and right-of-way.

The Applicant hereby understand that the District will require a minimum of forty-five (45) days from receipt of the above required documents before the rights-of-way and easements prepared by the District's Attorney will be signed and approved by the District for recording.

11. Reimbursable Expenses. It is hereby understood that the District will incur engineering and possibly legal expenses in processing this Application and Agreement on behalf of the Applicant. The expenses so incurred by the District for review by the Engineer and Manager of the Applicant's plans as well as the time spent by the District's Attorney in preparing easements and/or performing other matters will be considered reimbursable expenses. Any other expense reasonably incurred by the District to process this Application and Agreement will also be considered a reimbursable expense. The Applicant shall be billed by the District for its reimbursable expenses following conditional acceptance. The Applicant herein agrees to promptly reimburse those expenses. Any reimbursable expenses which are not paid within thirty (30) days shall be considered delinquent. Delinquent reimbursable expenses shall incur a default penalty of one and one half (1 1/2%) percent of the amount of the reimbursable expenses and default per month. Further, the District shall charge and \$25.00 administration fee for collecting the past due amounts. Further, the District will not authorize final acceptance of a project if any reimbursable expenses are unpaid, whether past due or not. Still further, should any reimbursable expenses become delinquent, all further processing by the District of the Project, including but not limited to the sale of taps and permission to connect, will promptly be halted until the reimbursable expenses are paid.

12. Integration Clause. This Application and Agreement constitutes the entire agreement of the parties, except, if applicable, the right-of-way agreements or easements of the Project which may impose an obligation upon Applicant to pave the streets. No other agreements, oral or written, pertaining to the Project to be performed under this Application and Agreement exist between the parties. This Application and Agreement can be modified only by a writing signed by both parties hereto.

13. Interpretation of Agreement. This Application and Agreement, the approved plans, construction notes and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the plans, and the provisions of this Application and Agreement shall control both. In the event that work is displayed on the plans, but not called for in the specifications, or in the event that work is called for in the specifications, but not displayed on the plans, Applicant shall be required to perform the work as so called for and displayed in either place. Should any court determine that any provision of this Agreement is unenforceable; such interpretation shall not work to invalidate the entire Agreement. All other provisions shall remain in full force and effect.

14. Governing Law. This Application and Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Should any legal action be instituted for interpretation of this Agreement and/or any of the rights of the parties under it, such action shall be brought in El Paso County.

15. Assignment. Applicant may not assign this Application and Agreement without the express written consent of the District.

16. Rules and Regulations Incorporated. The Rules and Regulations of the District are hereby incorporated herein.

IN WITNESS WHEREOF, this Application and Assignment has been executed in quadruplicate by the parties hereto as of the day and date opposite their signatures.

APPLICANT:

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Date

ATTEST:

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

ACKNOWLEDGEMENT OF INDIVIDUAL APPLICANT

STATE OF COLORADO )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_ ,  
by \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Address

My Commission Expires:

ACKNOWLEDGEMENT BY CORPORATION

STATE OF COLORADO )  
 ) ss.

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by  
\_\_\_\_\_, as President-(Vice President), and  
\_\_\_\_\_, Secretary (Assistant Secretary) of  
\_\_\_\_\_, a \_\_\_\_\_ corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Address

My Commission expires:

NOTE: This Agreement must be executed exactly as the Applicant is doing business, i.e., if a corporation, same must be executed by the President or Vice President, and attested to by the Secretary of the corporation, with the said corporation's official seal being thereunto affixed. Said document must be acknowledged accurately as indicated above.

APPROVAL BY  
MERIDIAN SERVICE METROPOLITAN DISTRICT

a) Approval of Application

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

b) Conditional Acceptance of Project

Date: \_\_\_\_\_

\_\_\_\_\_  
Recommended by District Engineer

Date: \_\_\_\_\_

\_\_\_\_\_  
District Director

c) Final Acceptance of Project for Maintenance

Date: \_\_\_\_\_

\_\_\_\_\_  
Recommended by District Engineer

Date: \_\_\_\_\_

\_\_\_\_\_  
District Director