

MERIDIAN METROPOLITAN DISTRICT OPERATING RULES AND REGULATIONS

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**MERIDIAN METROPOLITAN DISTRICT
OPERATING RULES AND REGULATIONS**

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A. INTRODUCTION

MERIDIAN METROPOLITAN DISTRICT

MERIDIAN METROPOLITAN DISTRICT

INTRODUCTION

Meridian infrastructure is managed and controlled by the Meridian Metropolitan District (District), a political subdivision of the State of Colorado and a quasi-municipal corporation. The District has been in existence since 1976 and is responsible for most of the infrastructure at Meridian. It services principally the area within the boundaries of the Meridian International Business Center.

The District was formed to construct and operate certain public improvements necessary to supply services to the property within its boundaries. Authorized services include potable water supply and distribution, sanitary sewer (wastewater collection and treatment), non-potable irrigation water distribution, street construction and maintenance, construction and maintenance of public parks and recreation facilities, installation of safety control devices on streets, and public transportation.

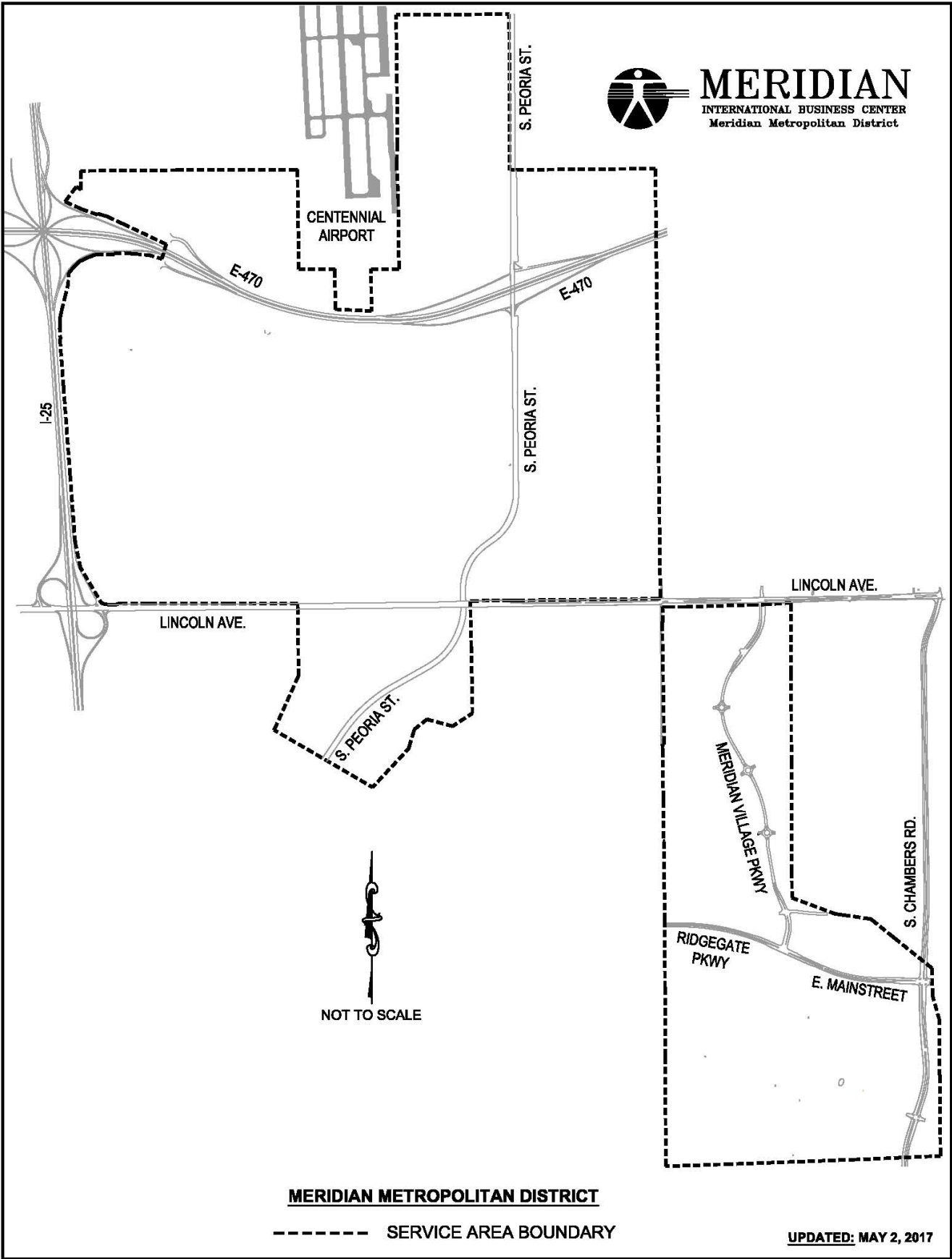
The District derives its revenues from a mill levy on real and personal property, and operating and development fees for services. The District's mill levy, fees and charges are considered competitive.

The District has a governing board of five Directors, who meet regularly with the Manager and other retained consultants to manage the District's affairs. This document sets forth the basic operating regulations for the District as established by the Board of Directors and administered by the District Manager.

Inquiries regarding any information contained herein may be made through the General Manager for the District.



MERIDIAN
INTERNATIONAL BUSINESS CENTER
Meridian Metropolitan District



MERIDIAN METROPOLITAN DISTRICT

----- SERVICE AREA BOUNDARY

UPDATED: MAY 2, 2017

B. OPERATING RULES

MERIDIAN METROPOLITAN DISTRICT

MERIDIAN METROPOLITAN DISTRICT
RULES AND REGULATIONS

ARTICLE I

100 GENERAL PROVISIONS

.01 SCOPE: Except where revised or as agreed otherwise by the Board, these Rules and Regulations ("Rules"), effective September 1, 1993, (revised 11/13/20) are the continuing and comprehensive guide for the operations of the Meridian Metropolitan District ("District") and supersede all previous District rules. The Rules serve the public in securing the health, safety, prosperity, security, and general welfare of the inhabitants of the District. Compliance with these Rules is the responsibility of all persons utilizing, extending, modifying, or maintaining the District's systems.

.02 AMENDMENT: These Rules are subject to change without notice by action of the Board.

These Rules and Regulations may be revised, supplemented or otherwise amended through amendments to the body hereof, or declarations set forth in the minutes of the meetings of the Board, or by virtue of the entry by the Board into, or the amendment of, any agreement, or by other resolution of the District. Such amendments shall be of full force and effect from the date of such declaration, agreement, or resolution whether or not confirming language is inserted in the body of this document, its exhibits and/or appendices.

The District Manager has the authority to make interim decisions concerning these Rules, their interpretation and application. Such interim decisions shall be binding unless and until altered by the Board.

.03 PREFERRED INTERPRETATION: The preferred interpretation of the Rules shall allow the Board the maximum legislative discretion allowed by Colorado law.

a. No Rights Conferred: No provision of these Rules, nor any amendment thereof, shall be construed as conferring any right, property or other, upon any individual or entity other than the District.

b. Use of Words, Headings, and Severability: The singular includes the plural, the plural the singular, and one gender includes all genders. "May" is permissive, "shall" is mandatory. The headings used herein are for convenience only and in no way expand or contract the meaning or scope of any section. The provisions hereof are severable.

.04 AUTHORITY: These Rules and Regulations are promulgated by the Board of Directors of the Meridian Metropolitan District pursuant to the authority of the District under the Colorado Special District Act, specifically Sections 32-1-1001(1)(m) and (n), C.R.S.

ARTICLE II

200 DEFINITIONS

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

- .01 BOARD AND BOARD OF DIRECTORS: The duly elected or appointed Board of Directors of the District, which acts as the governing body of the District.
- .02 CHARGES: All rates, fees, tolls, charges, surcharges, liens and assessments and penalties of whatever nature imposed for services, facilities, or programs furnished by the District. All such charges shall, until paid, constitute a perpetual lien on and against the property served, and may be foreclosed in the manner provided by law. Such charges may in addition be the subject of actions for collection against the Customer, individually.
- .03 CONFINED SPACE: As defined in the provisions of the Occupational Safety and Health Administration regulations concerning confined spaces, located at 29 CFR Part 1910 ("OSHA Regulations").
- .04 CONNECTION: The connecting of a service line to a District main or facility and the structure which it is to serve or, in context, the connecting of a District Utility to any user facility.
- .05 CUSTOMER: Any person authorized by the District to use the District's potable water, sanitary sewer, non-potable irrigation, data acquisition, storm drainage, recreation, street or transportation systems. Where the Customer and the owner of the property served are different, these rules and regulations shall apply equally to both the customer and the owner of the property and, where appropriate, to the property itself.
- .06 CONDUIT SYSTEM: The system used by the District and third parties for Telecommunication data.
- .07 DISTRICT: The Meridian Metropolitan District, a quasi-municipal corporation, political subdivision, and local government of the state of Colorado.
- .08 DISTRICT ENGINEER OR ENGINEER: The person or entity who has been designated by the Board and under contract to the District to provide engineering services for the District.
- .09 DISTRICT MANAGER OR MANAGER: The person or entity who has been designated by the Board and under contract to the District to provide management, administrative, operational oversight and quality control services for the District. The Manager may designate representatives to carry out the services defined by the Board.
- .10 FEE SCHEDULE: The schedule of charges provided for in these rules and regulations in Section C "Schedules". The Fee Schedules shall have the force and effect afforded to fees, rates, tolls, penalties, and charges by Section 32-1-1001 C.R.S. and may be amended at any time without notice.
- .11 MAINS: Any pipe, piping or system of piping owned by the District and used as a conduit in the District's potable water, sanitary sewer, non-potable irrigation, storm drainage and data acquisition system and owned by the District.

- .12 MANUAL: The District's Engineering Standards, Section D of these Rules, which may be amended at any time without notice. The contents of the Manual shall be considered advisory in nature, and are intended to place all on notice of the general requirements of the District as to the specifications under which additions, modifications, or deletions to, or use of, the District's Utility System are to occur. Prior to the commencement of any such activity it shall be mandatory that the person intending to conduct such activity shall consult with the District Manager and the District Engineer in order that such person be informed of the specific requirements of the District with respect to the activity in question.
- .13 PERMIT: The Application for Site Connection and Service and the Application for Temporary Use of District Facilities or Fire Hydrant water usage attached to and made a part of these Rules, which may be amended at any time without notice, evidencing written permission of the Board or the Manager to connect or otherwise deal with the Utility System or other District property pursuant to the Rules.
- .14 PERSON: Any individual, firm, company, limited liability company, society, corporation, association, partnership, group, or governmental unit other than the District.
- .15 PRETREATMENT FACILITIES: Structures, devices or equipment used to remove deleterious wastes (i.e., any wastes contained in special sewage that would be harmful to the District's sewer mains or to the sewage treatment works to which the mains connect) from special sewage before it enters a District sewer main or any facilities directly or indirectly connected to the system.
- .16 RESIDENTIAL: Living units, including but not limited to single and multi-family units and rooming houses.
- .17 SERVICE CONNECTION: The connection of a service line to the main.
- .18 SERVICE LINE: Any line, pipe, conduit, system of lines or piping, and appurtenances, used as a conduit for sanitary sewage, potable water, non-potable irrigation water, storm drainage, or data acquisition service between a building (or, a lot or parcel) and a connection with the District's Utility System.
- .19 SANITARY SEWAGE: Organic or inorganic material in suspension or solution originating from a service connection.
- .20 SITE CONNECTION AND SERVICE FEES: The payment to the District of a fee for the privilege of connecting to and/or otherwise using the District's Utility System.
- .21 SLUG: A mass of water or concentration that causes an impact to the wastewater system.
- .22 USER: Any person, whether a Customer or not, and including owners and renters, who uses the District's Utility System, whether pursuant to a permit or not.
- .23 UTILITY SYSTEM: The entire existing and future network of plants, buildings, equipment, pipes, mains, lines, wires, parks, streets, and their appurtenances owned, used, or controlled by the District in the provision of services.

ARTICLE III

300 OPERATION OF THE BOARD, AGENTS, AND DISTRICT MANAGER

.01 BOARD OF DIRECTORS:

- a. Management: The business and affairs of the District shall be managed as directed by the Board.
- b. Performance of Duties: Pursuant to Statute, a Director shall perform the duties of office, including duties as a member of any committee of the Board, in good faith, in fulfillment of the oath, in a manner reasonably believed to be in the best interests of the District, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

.02 MEETINGS OF THE BOARD:

- a. Public Meetings: All regular, continued, and special meetings of the Board shall be held in accordance with Colorado law and these rules and regulations.
- b. Quorum and Conflict of Interest: At Board meetings, a majority of the number of Directors serving on the Board, or a majority of the members of a committee, as the case may be, shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the act of the majority of Directors in attendance shall be the act of the Board, unless the act of a greater number is required by law.
 - (1) If at any meeting at which a quorum is present, one or more members of the Board abstain or believe they should abstain from voting on an issue because of a potential conflict of interest, then the presence of the member or members shall not be counted for purposes of determining whether there continues to be a quorum at the meeting. Should the application of this rule result in a failure of the quorum for purposes of the meeting, the issue in question shall be tabled until such time as the member or members are able to qualify themselves to act, but the meeting shall continue for purposes of considering such other matters as may properly come before the Board.
 - (2) Any Director may bring the lack of a quorum under this rule to the attention of the Board.
 - (3) If a quorum is not in attendance to begin any duly called regular or special meeting, then the Director or Directors present may, by a voice-vote, continue the meeting to another time and place and shall, if the meeting is to be continued, notify the other Directors of such continuance, and shall post notice of such continuance prominently at the place the meeting was to occur so that anyone who might have attended the meeting will see it.
- c. Continuances: Any meeting and any public hearing which is a part of a meeting, may be continued to another time and/or place at the discretion and upon a majority vote of the Board members present at the meeting. Meetings (and public hearings to be held during such meetings) may also be continued, in advance of the meeting to be held, by the District Manager upon the verbal consent of a majority of the Board, and upon posting of a notice of continuance

prominently at the place at which the meeting to be continued was to be held, so that persons who might have attended the meeting will see it.

d. Meeting Attendance and Security:

- (1) All persons attending meetings of the Board, including members of the Board, are required to sign an attendance sheet at the beginning of the meeting or as they enter the meeting. The attendance sheet shall ask for and it shall be a requirement of meeting attendance that attendees provide their name and residence address. All persons attending meetings may also, in the discretion of the Board, be subject to search by wand metal detector or other device acceptable to the Board.
- (2) All persons not known personally to the members of the Board shall be required, in addition to completing the attendance sheet, to show a valid driver's license, passport, or other means of identification acceptable to the Board which includes a picture of the person, their name and residence address.
- (3) Any person wishing to speak to any issue on the agenda for the meeting attended, and before speaking, must also indicate that desire on the attendance sheet and the specific agenda item to be addressed.
- (4) Meetings of the Board are business meetings and, except for such time as the Board may agenda from time to time for public comment, generally, and except for public hearings held as required by law, the attending public are not permitted to speak during meetings unless requested to do so.
- (5) Any person acting contrary to the guidelines set forth above, or otherwise acting in an intrusive, obstructive, or other manner which causes the Board, in its sole opinion, to be unable to effectively conduct the business before the Board, or which in the sole opinion of the Board might otherwise endanger the members of the Board or the attending public, will be requested to leave the meeting. Failure or refusal of the person to do so will result in the suspension of the meeting in order that appropriate security or law enforcement personnel may be summoned to remove the person in question, after which the meeting may resume at the Board's discretion.

.03 OFFICERS AND AGENTS:

The officers of the District shall consist at a minimum of a president/chairman of the Board, a secretary and a treasurer, or a secretary/treasurer. The secretary need not be a member of the Board. All members of the Board not the president or secretary, treasurer or secretary/treasurer shall be, automatically, assistant-secretary.

.04 DISTRICT MANAGER:

The functions and duties that are to be performed by District Manager, which is the person selected by the Board to provide comprehensive management services, are as set forth in an agreement for management services entered into between the District and the District Manager, as the same may be amended from time to time. The agreement and amendments thereto are on file at the District office

for inspection by interested persons.

ARTICLE IV

400 SERVICE CONNECTIONS AND FACILITIES

.01 UTILITY SYSTEM: The Utility System of the District includes all water wells, potable and non-potable irrigation water, storm sewer, sanitary and/or sewer mains, water and sewage treatment works and data acquisition system components within dedicated street rights of way and/or District easements.

- a. Potable Water and Sanitary Sewer Facilities. With the exception of potable water and/or non-potable irrigation meters, which are the property of the District, that portion of all existing and future potable water and/or non-potable irrigation service lines extending from the curb stop to each building or unit, are the property of the customer. Fire mains between the property line valve at the street right-of-way line and the building are the property of the Customer. Should the potable water service line and fire sprinkler line be the same pipe, customer ownership shall be from the property line valve -- which the District requires to be installed at the street right-of-way line -- to the building.

Should the potable water and/or non-potable irrigation service connection be made to an existing District main stub under the street, said connection shall include a curb stop and meter, whereupon that portion of the water service line extending from the curb stop to the building or unit is the property of the customer, except for the meter, which is the property of the District.

That portion of all existing and future sanitary sewer service lines extending from the main to each unit or building for each customer are the property and responsibility of the customer.

- b. Street Facilities, Traffic Controls, Safety Facilities, Sidewalks, Landscaping Design Features, and Parks/Open Space. The public streets, street lighting, safety facilities, and traffic controls constructed by, or dedicated to and accepted by, the District are the property of the District unless the same have been dedicated to and accepted by another unit of government, such as Douglas County. The District has no responsibility for any street, street lighting, safety facility, traffic control facility, sidewalk, landscaping design feature, park, or open space not expressly accepted by the District by action of the Board.

Streets, street lighting, safety devices, traffic controls, sidewalks, landscaping design features, and parks and open space constructed by private persons are the property of such persons until and unless they are offered to and accepted by the District or another unit of government.

- c. Data Acquisition Systems. With the exception of the meters, which are the property of the District, that portion of all existing and future Data Acquisition Systems extending from the meter to each building or unit, is the property and responsibility of the customer.

.02 MAINTENANCE RESPONSIBILITY:

- a. Customer Responsibilities, Service Lines

- (1) Customers Must Repair Service Lines: Each Customer shall be responsible for maintaining the entire length of the privately-owned potable water, sanitary sewer, non-potable irrigation and Data Acquisition Systems Service Lines, which include the

privately-owned curb box and shut-off valve. A leak or break in a Service Line shall be repaired by the Customer within seventy-two (72) hours from the time of notification of such condition by the District. The Customer shall also be responsible for maintaining the fire mains and fire hydrants between the street right-of-way line and building. If satisfactory progress toward repairing a leak has not been accomplished within such time period, the District may shut off the service until the leak or break has been repaired, or the District in its discretion may proceed to repair the leak or break and charge the full cost therefore to the Customer.

(2) Cross-Connection and Backflow Prevention:

- (a) Interconnection Control-Separate Systems: Interconnection or cross-connection of services is prohibited.
- (b) Back-flow Control: The back-flow of non-potable water, other liquids or foreign materials into the District potable water distribution system is prohibited unless approved by the District. Any such connections, if approved by the District, are to have an approved back-flow device installed inside and at the point of entry into the structure. All devices which have an effect on inter-connection and cross-connection control shall meet those standards described in the Manual.
- (c) Underground Irrigation Systems: All underground non-potable irrigation systems (sprinkler systems) shall where prescribed by the Manual have approved back-flow prevention devices installed.
- (d) Dual Water Supply Premises: Dual water supplies (i.e., water supplied to a single Customer from a District water source and any other water source) are prohibited.
- (e) Back Flow Definitions: Definitions for all terms pertaining to back-flow and back-flow prevention procedures and devices are set forth in the Colorado Department of Public Health and Environmental Requirements for Backflow Prevention and Cross-Contamination Control Program.

(3) Repair and Replacement of Meters: Immediately upon installation, the District shall own the meter and gauges. The Customer shall pay for repair and/or replacement necessitated by any damage or normal wear. After installation, no Customer shall keep, tamper with, maintain, open, alter, repair or replace any meter.

(4) Access: The Customer shall, as a condition to the provision of service, allow the District to have access to each lot, parcel and/or building served for the purpose of exercising its authority under these Rules, state, and federal law.

(5) Prohibited Sanitary Sewer System Discharge: Except as hereinafter provided, no person shall discharge, or cause to be discharged, to any sanitary sewer main, any special or prohibited sewage (as hereinafter defined) or any harmful waters or wastes, whether liquid, solid, or gas, capable of causing obstruction to flow, damage or hazard to structures, equipment and personnel of the sanitary sewage treatment works, or

other interference with the proper operation of the sanitary sewerage system. No water or waste shall be discharged into the District's sanitary sewer system if such discharge would violate any District, state, or federal law, rule, or regulation.

(6) Classification of Wastes: This section of the Rules shall provide the basic policies of the District for classification of wastes and for control of discharge of wastes into the sanitary sewerage system. It shall be the policy of the District to classify wastes into three main categories, termed "normal sewage," "special sewage," and "prohibited sewage," as hereafter defined. The classification of wastes shall otherwise be the responsibility of the District and shall follow any recommended procedures of the State Department of Health.

(a) Normal Sewage: Normal sewage shall mean sewage which can be treated without pretreatment and within normal operating procedures, and which, when analyzed shows by weight a daily average of not more than 200 parts per million of suspended solids, not more than 250 parts per million B.O.D., and has concentrations less than those outlined in Part 10 of this article. Upon approval from the District, discharges may exceed the limits of suspended solids and B.O.D. set forth herein with a surcharge fee as outlined in the District's fee schedule.

(b) Special Sewage: Special sewage shall mean any sewage which does not conform to the definition for Normal Sewage, but which can be accepted by the District after pretreatment by the user, including industrial wastewater discharges. Industrial wastewater dischargers shall be subject to the following effluent limitations:

Pollutant or Pollutant Property	Maximum Concentration at Any Time (mg/l)
CN (cyanide)	2.0
Cr+6 (hexavalent chromium)	0.25
Cr, total (chromate)	5.0
Cu (copper)	1.0
Ni (nickel)	1.0
Zn (zinc)	2.0
Pb (lead)	0.5
Cd (cadmium)	0.05
As (arsenic)	0.1
Be (beryllium)	0.5
B (boron)	1.0
Fe (iron)	25.0
Se (selenium)	0.1
Hg (mercury)	0.05
Al (aluminum)	20.0
Chlorinated Hydrocarbons	.02
Cresols	2.0
Fluorides	25.0
Formaldehyde	2.0

Mn (manganese)	0.1
Mo (molybdenum)	0.05
Organic Solvents	20.0
Phenols	1.0
pH	5.5-8.5

Effluent limitations and pretreatment standards promulgated pursuant to the Federal Water Quality Control Act and to the Colorado Water Quality Control Commission Pretreatment Regulations as amended shall apply in any instance where they are more stringent than those in this section. Subsequent limitations shall apply as promulgated in accordance with the Act. The District shall endeavor to give reasonable notice of the applicability of such standards and limitations to users which may be affected thereby.

- (c) Prohibited Sewage: Prohibited sewage shall mean any sewage which may reasonably be anticipated to have a deleterious effect upon the sanitary sewerage system or any person or property, and therefore, in the opinion of the District, cannot be accepted by the District. Prohibited sewage encompasses but may not be limited to the following:
- i. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - ii. Any waters containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any municipal system, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.
 - iii. Any waters or wastes having a pH lower than (5.5) or higher than (8.5), or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater works.
 - iv. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to: ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - v. Radioactive wastes or isotopes.
 - vi. Wastewater having a temperature higher than 150° Fahrenheit (65° Celsius).

- vii. Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils or product of mineral oil origin.
- viii. Wastewater from industrial plants containing floatable oils, fat or grease.
- ix. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. Any institution with food preparation facilities shall be required to have a grease interceptor to remove grease and oils prior to discharge to the sewer systems.
- x. Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the District for such materials.
- xi. Any waters or wastes containing odor-producing substances exceeding limits which may be established by the District.
- xii. Quantities of flow, concentrations, or both which constitute a "slug" as defined herein.
- xiii. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- xiv. Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids, which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
- xv. Clear water injected into the sewerage system by means of a drainage collection system. Said drainage water is detrimental to the sewage system since it interferes with the District's volume capacity and with the biological process necessary to proper treatment.

(d) Information Requirements: The District may require a discharger to provide information needed, from time to time, to determine compliance with the

District's rules and regulations. These requirements may include but are not necessarily limited to:

- i. Wastewater discharge peak rate and volume over a specified time period.
- ii. Chemical analyses of wastewaters.
- iii. Information on raw materials, processes and products affecting wastewater volume and quality.
- iv. Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control.
- v. A plot plan of sewers of the user's property showing sewer and pretreatment facility locations.
- vi. Details of wastewater pretreatment facilities.
- vii. Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

In any case all Customer's shall immediately disclose to the District, as they occur, any and all inquiries, investigations, inspections, claims, complaints or requirements imposed and/or conducted by any local, state or federal government or agency thereof, pertaining or in any way relating to the Customer's actual, expected or potential discharge of sewage into the District's systems.

- (e) Control of Waste Discharge: All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made shall be determined in accordance with the latest edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location, times, duration and frequencies are to be determined on an individual basis subject to approval by the District Manager. If any waters or wastes are discharged, or are proposed to be discharged to the District's sanitary sewer system, which waters contain the substances or possess the characteristics which would constitute special or prohibited sewage and which in the judgment of the District Manager may have a deleterious effect upon the wastewater facilities, create a hazard to life or constitute a public nuisance, the District may:

- i. Reject the wastes,
- ii. Require pretreatment to an acceptable condition for discharge to the public sewers,
- iii. Require control over the quantities and rates of discharge, and/or,

- iv. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges.

When considering the above alternatives, the District shall give consideration to the economic impact of each alternative on the discharger, and shall give said discharger notice of the District's deliberations and an opportunity to be heard. If the District permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the District. Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at their expense. The District shall, at its discretion, test any pretreatment processes for compliance with regulations at the discharger's expense.

- (f) Penalty for Unacceptable Discharge: Should the user's pretreatment facility fail to operate properly or the user discharges sewage which violates the limits of discharge as set forth in this article causing the District to fail to meet its discharge requirements, the user shall pay for all fines the District may incur. The District shall also charge the user for all costs the District incurs related to the treatment of unacceptable sewage discharged by the user.

- (7) Interceptors: Interceptors (including grease, oil and sand interceptors, etc.) shall be provided for the proper handling of liquid wastes containing grease, flammable wastes, sand, solids, acid or alkaline substances or other ingredients harmful to the sanitary sewer system or which detrimentally affect the sewage treatment process.

- (a) Grease interceptors are required on all premises, other than residential, where food is prepared or processed, or when an industrial process deals with organic waste.

- (b) A grease interceptor shall be installed on the discharge line of every dishwashing sink, dishwashing machine, and every fixed receptacle or plumbing fixtures designed, intended or used for the purpose of washing dishes or cooking utensils in a restaurant, cafe, cafeteria, lunchroom, hotel kitchen, hospital kitchen, sanitarium kitchen and/or similar establishment that serves, or has capacity to serve, one hundred (100) or more meals per day or where necessary to prevent the discharge of considerable amounts of grease-containing liquids to the sewer system.

Capacity to serve one hundred (100) or more meals per day shall be determined by the serving or seating capacity of fifteen (15) or more patrons at any time.

- (c) The International Plumbing Code will be used to size interceptors.
- (d) Interceptor plans shall be submitted to, and approval obtained, from the

District prior to installation.

- (e) All interceptors shall be located outside the building on private property and shall be so installed and connected that they shall be at all times easily accessible for inspection and cleaning.
- (f) All drains from the kitchen, food preparation, and dishwashing areas shall be connected to the grease interceptor.
- (g) Garbage grinders shall not be used for disposal of grease. The discharge from garbage grinders shall not be connected to the grease interceptor.

(8) Enforcement:

- (a) The responsibility of cleaning and maintaining all grease interceptors, sand and oil traps shall be the Customer's and/or User's responsibility. Grease interceptors and sand and oil separators may be inspected as often as needed by the District and if not properly maintained, the District may initiate procedures to obtain compliance with these rules and regulations.
- (b) The charge for these inspections to the Customer and/or User shall be a direct pass-on of the expense to the District and shall be billed directly by the District for all costs incurred by the District in inspecting the property.
- (c) Discharge of sewage in any manner in violation of the rules and regulations is hereby declared a public nuisance and may be corrected or abated as directed by the District.
- (d) Whenever a discharge of sewage or the operation of a grease interceptor or sand or oil trap is in violation of the provisions of these Rules and Regulations or otherwise causes or threatens to cause a condition of contamination, pollution or nuisance, the District may issue a 72 hours' written notice to correct the practice. If the practice is not corrected within such time, the District may notify the Colorado Department of Public Health and Environment or effect disconnection of the sanitary sewage service line from the District's system, until such time as the District has received adequate assurances that any and all violations of the District's rules and regulations will cease and will not occur in the future. In addition, all of the costs of the aforementioned proceedings shall be charged against the property and, until paid shall constitute a perpetual lien against the property.
- (e) When a discharge of wastes causes an obstruction, damage or any other impairment to the District facilities, the District may assess a charge against the Customer and/or User for the work required to clean or repair the facility and add such charge to the Owner and/or Lessee's sewer service charge, and the District shall have such remedies for the collection of such costs as it has for the collection of sewer service charges until paid shall constitute a perpetual lien against the property.

b. District Responsibilities, Potable Water and Sanitary Sewer:

- (1) District to Maintain Hydrants: The District shall have the authority to test and inspect all public and private hydrants in the District; provided that the District shall only maintain public hydrants.
- (2) Service Connections: Use of the District's Utility System may only be initiated and carried on pursuant to a Permit evidencing the approval and providing for the continuing oversight of the District.
- (3) Powers and Authority of Agents: The Manager or any duly authorized employee of the District, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of repairs, inspection, observation, measurement, sampling, and testing, or any other reasonable purpose in accordance with these Rules.

Except to the extent specifically authorized by the Board pursuant to Section 300.04, no such agent or employee shall have any authority to bind the District in any manner, commit to do anything on behalf of the District, admit to any negligence, failure or indiscretion on the part of the District, or in any manner speak for and on behalf of the District.

c. Customer Responsibilities, Street Facilities, Traffic Controls, Sidewalks, Landscaping Design Features, and Parks/Open Space.

- (1) Private Facilities: The owner of private street facilities, traffic controls, sidewalks, landscaping design features, and parks/open space shall be solely responsible for their construction, operation, repair, maintenance and replacement. Such facilities as are subject to control by the Meridian Design Control Committee shall meet the standards of such committee.
- (2) Public Facilities: The District encourages private persons to notify the District of any public or private facility which is needed or which is in need of repair, maintenance, or replacement.
- (3) Sidewalks: The owner of the property adjacent to a sidewalk, whether such sidewalk is located upon land owned by the owner or is located upon public land, shall remove ice there from upon accumulation and shall remove snow from such sidewalk within 24 hours following an accumulation of one inch or more.

d. District Responsibilities, Street Facilities, Traffic Controls, Sidewalks, Landscaping Design Features, and Parks/Open Space.

- (1) Private Facilities: The District has no responsibility for any private facility.
- (2) Public Facilities: In the discretion of the Board and subject to the availability of funds, the District may repair, maintain, or replace any public facility owned by the District to standards which the Board determines are compatible with the needs of the District.
- (3) Sidewalks: In the event that an owner of the property adjacent to a sidewalk, whether

such sidewalk is located upon land owned by the owner or is located upon public land, fails to remove snow and ice from such sidewalk as required by these Rules, the District shall have the right to effect the removal and collect costs from the Customer, which costs shall be a charge of the District.

- (4) Streets: It is anticipated that to the extent not maintained by Douglas County the streets within the District and related components such as medians and common area landscaping may be maintained by the District.

.03 CONFINED SPACE: Any District Contractor or other entity who contracts with the District, or otherwise wishes to access the District's confined spaces, shall, as a condition of entry into any of the confined spaces, and to provide services to the District, meet the following requirements:

- a. Acknowledge that the subject facilities are a confined space; and
- b. Agree to abide by the OSHA regulations, including the establishment of an OSHA required safety program; and
- c. Release and indemnify the District in connection with the confined space access; and
- d. Provide the District with a copy of the contractor's written permit space entry program that complies with OSHA regulations; and
- e. Debrief the District's assigned personnel regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during the entry operations, when such hazards are found.

The District shall maintain, on file in the District offices, a current listing of all District confined space facilities.

.04 CONNECTIONS, ALTERATIONS: No person shall tamper with, maintain, open, alter, repair or uncover, or make any connection with or opening into or otherwise use or disturb any District Facility without first obtaining a Permit to do so.

- a. Procedural Requirement for making service connections to the District utility system.
 - (1) Water Taps (Irrigation and Potable).
 - (a) Water service connections shall utilize existing stubs when possible. If stubs are not available wet tapping will be required so as not to disrupt existing mains. Maximum length of 75 feet unless pre-approved by MMD and prior to any construction or installation.

Differential sizes are not permitted; the meter must be the same size as the service line connection.
 - (b) Tap locations and materials shall be approved by the District engineers prior to tapping.

- (c) Subsequent to the approval by the District, the Contactor shall notify the District 48 hours in advance of a physical connection.
- (d) All physical connections to the District systems must be witnessed by the District.
- (e) Prior to final acceptance, the Owner is required to supply the district with an as built plan within one week after the tap has been completed.
- (f) It shall be the responsibility of the Contactor to verify the existence and location of all underground utilities in the area of the tap and line work. Should any utility be damaged, the Contractor shall immediately notify the Owner of such utility, and unless authorized in writing by the Owner of the utility, the Contractor shall not attempt to make repairs.
- (g) The contractor shall be solely and completely responsible for the conditions at the site of the tap and line work, including facilities of all persons and property during the performance of the work. This requirement will apply continuously and will not be limited to normal working hours. It is the Contractor's responsibility to see that all facility conditions conform to all applicable Federal, State, County and local laws, ordinances, and codes.
- (h) Before commencing work under the contract, the Contractor shall furnish the District with certificates of insurance, showing the type, cost, class of operation coverage, effective dates, and date of expiration of policies. The Contractor shall not commence work until he has obtained the insurance required by the District, nor shall the Contactor allow any sub-Contractor to commence work on his sub-contract until all similar insurance required for that portion of the work has been so obtained and reviewed.

The Contractor shall be required to have worker's compensation and employee liability insurance, public liability (including automotive) and property damage insurance in an amount not less than \$1,000,000 each for each occurrence, underground utility insurance, and any insurance coverage for special conditions such as blasting.
- (i) The Contractor shall indemnify and hold harmless the MERIDIAN METROPOLITAN DISTRICT, and each of its officers, employees and agents.
- (j) All materials used shall conform to Meridian Metropolitan District Regulations.
- (k) Meters and meter locations must be installed to conform to District Rules and Regulations and must be inspected prior to initiation of service.
- (l) Before service is initiated, taps must be approved and accepted by the District.
- (m) Re-inspections caused by non-conformance with District Rules and

Regulations shall be billed at charges of \$150.00 per occurrence and paid prior to service.

- (n) ONLY DISTRICT EMPLOYEES SHALL BE RESPONSIBLE FOR THE OPERATION OF CURB STOP VALVES.

(2) Sewer Taps:

- (a) Sewer service connections shall utilize existing stubs when possible; if stubs are not available a mechanical wye will be required. Maximum service line length of 75 feet, unless pre-approved by MMD prior to any construction or installation.
- (b) Tap locations and materials shall be approved by the District engineers prior to tapping.
- (c) Subsequent to the approval by the District, the Contractor shall notify the District 48 hours in advance of a physical connection.
- (d) All physical connections to the District systems must be witnessed by the District.
- (e) Prior to final acceptance, the Owner is required to supply the District with an as built plan within one week after the tap has been completed.
- (f) It shall be the responsibility of the contractor to verify the existence and location of all underground utilities in the area of the tap and line work. Should any utility be damaged, the Contractor shall immediately notify the Owner of such utility, and unless authorized in writing by the Owner of the utility, the Contractor shall not attempt to make repairs.
- (g) The Contractor shall be solely and completely responsible for the conditions at the site of the tap and line work, including facilities of all persons and property during the performance of the work. This requirement will apply continuously and will not be limited to normal working hours. It is the Contractor's responsibility to see that all facility conditions conform to all applicable Federal, State, County and local laws, ordinances, and codes. Where any of these are in conflict, the more stringent requirements shall be followed.

The duty of the District to conduct inspection of the tap is not intended to include the review of the Contractor's safety measures, in, on, or near the site of the tap.

- (h) Before commencing work under the contract, the Contractor shall furnish the District with certificates of insurance, showing the type, cost, class of operating coverage, effective dates, and date of expiration of policies. The Contractor shall not commence work until he has obtained the insurance required by the District, nor shall the Contractor allow any sub-Contractor

to commence work on his sub-contract until all similar insurance required for that portion of the work has been so obtained and reviewed.

The Contractor shall be required to have worker's compensation and employee liability insurance, public liability (including automotive) and property damage insurance in an amount not less than \$1,000,000 each for each occurrence, underground utility insurance, and any insurance coverage for special conditions such as blasting.

- (i) The Contractor shall indemnify and hold harmless the MERIDIAN METROPOLITAN DISTRICT, and each of its officers, employees and agents.
- (j) All materials used shall conform to Meridian Metropolitan District Operating Rules and Regulations.
- (k) Before service is initiated, taps must be approved and accepted by the District.
- (l) Re-inspections caused by non-conformance with District Rules and Regulations shall be billed at charges of \$150.00 per occurrence and paid prior to service.

.05 VIOLATIONS: Any person violating any of the provisions of these Rules and Regulations shall become liable to the Board for any expense, loss or damage including attorneys' fees and costs incurred or occasioned by reason of such violation.

ARTICLE V

500 APPLICATION FOR SERVICE

.01 RULES APPLICABLE: Service will be furnished only to persons who and properties which are subject to the Rules.

.02 APPLICATION FOR SITE CONNECTION AND SERVICE PERMIT:

- a. Application Required: In addition to the proper fees, the Customer seeking service shall submit a written application to the District in such form as the District may prescribe.
- b. Permits and Assignability: Upon approval by the District, a Permit will be issued to the Customer, which shall, unless otherwise agreed by the District, designate the specific property to be served. Service connections are for use only on the property designated in the Permit. Permits and the rights enjoyed thereunder shall run with the property, and shall be automatically transferred by the owner of a property upon the sale or transfer of the property to a subsequent owner.
- c. Failure to Connect/Nonuse: A Permit may be revoked if more than one year has elapsed between the date of the issuance of the permit unless the Customer either connected a service line to the District's Utility System pursuant to the permit, or has purchased a permit pursuant to a valid Agreement between the Customer and the District which specifies otherwise. Should any Permit become, through nonuse, destruction, or abandonment of the property to which a service line is connected, inactive for a period of five years, the Permit may be revoked by the District.

Holders of permits may apply to the Board for a one-year extension, or reactivation, of the connection period. In the case of an application for extension of time such application shall be accompanied by a statement of facts that the Customer has proceeded with the development of the property with due diligence and has reasonable grounds to expect that a service line may be connected within the one-year extension period.

All applications for time extensions or reactivation shall be accompanied by a fee in the amount of the difference between the District's then current Site Connection and Service Fee and that previously paid by the Customer for the permit. The fee accompanying the application for extension shall be refunded in full if the Board fails to grant the extension of the connection period.

.03 DENIAL OF APPLICATION FOR SERVICE: The District may refuse to authorize service for any of the following reasons:

- a. Misrepresentation: There has been misrepresentation in the application as to the extent of service required (demand), or the use to be made of the District's system;
- b. Cross Connection: The Connection of the system to applicant's existing or planned connection would constitute a cross-connection;
- c. Excessive Demand: The service would create an excessive demand on the District's facilities;

- d. No Property Ownership: The applicant for the permit does not own property in the District;
- e. Prohibited Discharge: The discharge would be prohibited by these Rules;
- f. Inadequate Line or Facilities: The planned Service Line, Connection, or facilities are not, in the opinion of the District, adequate to service the property in question;
- g. Emergencies: The Board finds an emergency exists;
- h. Other Reasons: Other reasons determined by the Board to serve the best interests of the District, including but not limited to the nonpayment of fees or any other noncompliance with or violation of these Rules.

.04 ALLOTMENTS: Annual use allotments are specified for each site development at the time of site connection and service application approval as follows:

a. Potable Water Allotments:

Potable water allotments are based on average expected annual demands for the uses specified and are based on the net floor retail area of the building served for all uses except residential which are based on a per unit basis as follows:

Office /Retail: Other Commercial	20.5 gal/sq. ft. gross building floor area/year
Warehouse	10.75 gal/sq. ft. gross building floor area/year
Single Family Residential	170,000 gals/year/unit (includes irrigation)
Townhome Residential	127,000 gals/year/unit (includes irrigation)
Multifamily Residential	61,750 gals/year/unit (does not include irrigation)

b. Irrigation Allotments:

Non-potable irrigation is required for all uses except residential, unless otherwise approved by the Board due to mitigating conditions.

Non-potable allotments for all uses (except residential without separate irrigation meter) are based on an allowance of 3.74 gal/sq ft parcel area/yr. which generally provides for an "equivalency" of 20% of the gross parcel area of each development site to be "irrigated" landscape.

c. Tiered District Utility Rates:

Rates are tiered, as set forth in the District's fee schedule, will apply in the event of use in excess of the specified annual use as follows: Up to 50% over allotment, 2x base rate; in excess of 50% over allotment, 3x base rate.

d. Curtailment of Service Due to Exceeding Annual Allotments:

Service may be terminated in the event of annual overages in excess of 100% of

allotments without a plan and timetable of remediation approved by the Board.

e. Grow-in Period:

Variations of up to 50% overage of annual irrigation allotment may be granted for grow-in period of one full growing season for initial site landscaping.

f. Moisture Sensors:

All commercial and multifamily residential property irrigation systems shall provide for each irrigation controller to be monitored by an adjustable moisture sensor; adjustable for rainfall quantities in amounts of 1/8", 1/4", 1/2", 3/4" and 1". Monitoring capability shall be by direct wire or remote wireless methods such that the sensor shall act to break the circuit to the solenoid valves once moisture readings reach a preset level. The sensor wiring shall not affect the electronic or mechanical timer of the controller function, and allow the internal switch to return the circuit to normal operations once moisture levels drop to designated levels.

.05 IRRIGATION ONLY SERVICE CONNECTIONS:

Irrigation only service connections, i.e. without corresponding potable and wastewater use connections may only be approved by special request to and approval of the Board as to a hardship or unusual mitigating circumstance. If such connections are approved, the following will apply:

Connection fee: Charged on same basis as full service fee; i.e. meter size and site area

Use fee: Charged at 2x potable rate

Allocation: Based on same formulae as for office commercial sites; note this may require multiple connections/fees

.06 PLAN REVIEW/SITE INSPECTION PROTOCOL:

Plan Review/Site Connection/Service Application

- a. Construction plans, signed by an engineer, licensed in the State of Colorado, must be submitted for all proposed District owned facilities and approved in writing by the District prior to initiation of construction. Plans must contain sufficient information to assure compliance with the District's Rules and Regulations, including design criteria and construction specifications, as well as estimate of cost. All construction plans shall include a plan and profile of all mains (water, sewer, irrigation, storm, etc.) regardless of pipe size.
- b. Application for Site Connection and Service along with required payment for same, must be made prior to or coincident with any plan submittals and approval of same will be made a condition of any plan approvals.
- c. Verification of the above is required prior to initiation of any construction of same, including site service connections (taps).
- d. 48 hours advance notice must be made to the District office prior to any service connection

or meter installation.

e. The following elements require on-site observation and verification by a District representative:

- (1) Service tap
- (2) Meter installation
- (3) Trench bedding
- (4) Pipe material
- (5) Backfill compaction
- (6) Surface condition
- (7) Flow/pressure testing
- (8) Chlorination/disinfection

Plan review/approval or field observations by District representatives do not relieve applicant or their engineer or contractor of design or construction compliance responsibilities or of attendant warrant requirements.

f. Final construction plan review and approval process:

- (1) Professional engineer stamp and signature.
- (2) South Metro Fire Rescue Authority stamp and signature including required fire flow in gallons/minute (gpm).
- (3) District signature.
- (4) The professional engineer (or owner's designated professional engineer) responsible for the design shall review, accept, or reject all material submittals, request for information, construction questions, etc. from the contractor for the said design. The professional engineer's review and approval/rejection is necessary for compliance with the design and the District's Operating Rules and Regulations.
- (5) Approved plans/permit for conduit construction or access are valid for 90 days. After 90 days, plans/permit are void and shall be resubmitted for approval prior to commencement of construction or access.
- (6) The District will not complete acceptance of any utilities or facilities for ownership or maintenance until all necessary easements and/or documents have been fully executed and recorded if necessary.

ARTICLE VI

600 FEES, CHARGES AND BILLING

The information contained in this Section is pertinent to all charges of the District. The charges shall be set forth in the current Fee Schedule which shall remain in effect until modified. Nothing contained herein shall limit the District from, at any time and without notice, modifying the Fee Schedule, its method or methods of calculating fees, or any classification set forth in these Rules.

.01 APPLICATION OF THIS SECTION: The rates, charges and other information shown herein shall apply only to Customers inside the District. Service to properties outside of the District's boundaries, or to tax exempt properties within or without those boundaries, shall be subject to such other arrangements and requirements as the District, in its sole discretion, may specify as such service is requested.

.02 CONNECTION AND SERVICE FEE: Prior to Connection, a Site Connection and Service Fee shall be assessed for accessing and using the District's Utility System, and for the District to recoup the cost of the materials and labor incurred in facilitating such access.

Site service connection fee payments become the property of the land parcel for which the fee is paid. No refunds are granted.

.03 SERVICE CHARGE: The District imposes a charge for all service. Potable water and sanitary sewer service charges commence upon the activation of a service connection. All potable water and non-potable irrigation service shall be metered.

.04 METER READINGS AND TESTING: No special charge is imposed for regular periodic meter readings within the District for regular billing. The Fee Schedule may include charges for final or special meter reading or meter testing.

.05 PAYMENT OF SERVICE CHARGES:

Statements for charges for all fees shall be rendered on such periodic basis as the Board shall deem appropriate. Charges for late payments, turn-on, turn-off, etc., shall be added to the bills. Bills will be mailed by the District periodically, and shall be payable within fifteen (15) days of the statement date. A five percent (5%) delinquency charge per billing shall be added to the unpaid balance of all bills which have not been paid within thirty (30) days from the date of mailing. No delinquency charges shall exceed a total of twenty-five percent (25%) of the amount due. Interest shall accrue on the original unpaid balance, excluding any delinquency charges, at the rate of one per cent (1%) per month until paid. When such statements are thirty (30) days delinquent, they shall be declared "overdue" and a shut-off notice shall be mailed by first class mail, advising that payment must be made within fifteen (15) days, or service will be disconnected. If payment is not made in accordance with such notice, the District may without further notice discontinue service to the subject property. The deposit for service, if any, shall be applied against the outstanding bill.

.06 REVOCATION OF SERVICE: Service shall be revocable by the District upon non-payment of charges (as set forth in Section .09 of this Article) or upon failure to comply with these Rules. In the event of non-compliance with the Rules other than non-payment of fees, the Customer shall be given ten days written notice of revocation to provide an opportunity for correction of such non-compliance.

- .07 SERVICE THROUGH FIRE HYDRANTS: This section applies to all hydrants, regardless of ownership.

Except for emergency use in the suppression of fires, no hydrant, whether public or private, shall be turned on without prior District permission and then only following the grant of a permit as specified in Section C. Permits shall be issued on an individual basis as approved by the District prior to water use, and service shall be metered at locations selected by the District. Persons requesting the use of hydrant water through a privately owned hydrant shall first present the signed written approval of the hydrant owner with the application for a District permit. Use of hydrant water pursuant to a permit shall be subject to available operating capacity only and shall cease for the duration of any fire within the District or any other fire which, in the opinion of the Fire Chief, should be suppressed in part by use of the District's water system. Any damage to the hydrant, meter, or other property of the District shall be paid for by the user. The owner for which the work is being done is solely responsible for the fees and usage if not paid by the contractor. The water usage will be billed every 30 days at twice the normal water rate as set forth in the Fee Schedule.

- .08 MISCELLANEOUS COSTS AND EXPENSES: All costs and expenses incident to the provision, installation, inspection, and connection of District services shall be borne by the Customer. The Customer shall indemnify the Board for any loss or damage that may directly or indirectly be occasioned by the installation of potable water or sanitary sewer service. The District also requires that all excavations in public rights-of-way or utility easements to be done under the supervision of the District and paid for by the Customer.

- .09 LIABILITY FOR PAYMENT, LIEN, FORECLOSURE FEES, COSTS: Until paid, all rates, tolls, fees and charges shall constitute a first and perpetual lien on or against the property served and any such lien may be foreclosed in the manner provided by law. At any time the District determines, following efforts to collect tardy payments of any fee, rate, toll or charge assessed by the District under these Rules and/or Colorado law, to initiate foreclosure proceedings as allowed by C.R.S. Section 32-1-1001(1)(j), the District shall in each such case assess a foreclosure fee against the subject property, in the amount as set forth in the Fee Schedule, which fee shall be payable in full upon assessment and shall be included in the amount then being foreclosed. Payment of said foreclosure fee and any and all other fees outstanding against the subject property shall be a precondition to the resumption of service to that property.

The District shall have the right to assess any Customer who is tardy in payment of his account all legal, court and other costs necessary to or incidental to the collection of said account and/or the foreclosure of the property in question. All such costs shall be deemed a charge of the District.

All costs incurred by the District relating to service to a Customer's property, including but not limited to the costs of collection, enforcement, shut-off, inspection, and miscellaneous items shall, until paid, constitute a first and perpetual lien on and against the property served and any such lien may be foreclosed in the manner provided by law. If the District determines that a foreclosure is necessary to obtain payment, a foreclosure fee shall be assessed against the property plus the costs of prosecuting such foreclosure and such foreclosure fee shall also constitute a first and perpetual lien on the property.

The property, the Customer, and the property owner and the occupant if not the Customer, are hereby deemed equally liable for charges of the District. The District assumes no responsibility hereby for any agreement made between owners and occupants including landlord, and tenants regardless of how

made or whether the District was notified of such agreement. The District will hold all such parties jointly and severally liable for all charges appurtenant to potable water, sanitary sewer and/or non-potable irrigation water service at the address where the bills are sent.

In addition to any other means provided by law, the District may elect, by resolution, at a public meeting held after receipt of notice by the Customer (and property owner if different than the Customer), to have certain delinquent fees, rates, tolls, penalties, charges, or assessments made or levied solely for potable and non-potable water, sanitary sewer, or such water and sewer services certified to the Douglas County Treasurer to be collected and paid over by the Douglas County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to section 39-10-107, C.R.S. In such event, the Board shall pay to Douglas County at least once a year an amount which shall be just and reasonable compensation for the extra labor imposed upon the Douglas County Treasurer by the District and an amount for the District's proportion of the expense of advertising the sale of lands for said delinquent fees, rates, tolls, penalties, charges, or assessments in each year, said amounts to be certified to the Board by the Douglas County Treasurer. Any amounts so paid to Douglas County to collect a particular Customer's account shall be charged to such Customer. Any such fee, rate, toll, penalty, charge, or assessment shall total at least one hundred fifty dollars per account and shall be at least six months delinquent. The Douglas County Treasurer may also to charge and retain a penalty at the rate of thirty percent, or thirty dollars, whichever is greater, on the delinquent sum due and owing to defray the costs of collection.

In addition to the foregoing, the District may pursue any other means of collecting amounts owing the District, including but not limited to direct collection actions against the Customer, the owner of the property in question if different than the Customer, against any tenant thereof and against any User.

- .10 RESPONSIBILITIES OF PERSONS SELLING AND BUYING PROPERTY WITHIN THE DISTRICT: It shall be the joint responsibility of both the seller and buyer of property to notify the District for final and start meter readings and completion bills. It shall be the responsibility of the buyer to ascertain whether charges have been paid by the seller. Regardless of ownership or of the failure of the District to collect charges at the time of issuance of permits or any other act or omission of the District, unpaid charges shall constitute a first and perpetual lien on and against the property, which lien may be foreclosed as provided by law.
- .11 UNAUTHORIZED CONNECTION PENALTIES: An unauthorized connection penalty equal to twice the normal fee due shall be payable by persons connecting to a District line without prior approval of such connection.
- .12 TURN-OFF FEE: If services are discontinued at the request of the Customer, or due to delinquency, a "turn off" fee will be charged, which will also cover the "turn on" request provided the curb box and shut-off valve are in working order. If they are not, repair of same will be at the expense of the Customer. In any case minimum service billing will be in effect.
- .13 PENALTY FOR "UNAUTHORIZED ACTIVATION": No person other than agents of the District is authorized to activate or initiate District services. Nothing herein shall limit or waive any other remedies available to the District, including the opportunity to file criminal charges. The District shall make charges of this violation in Court, and all costs relating thereto shall be paid by the violator.

.14 PENALTY OR SURCHARGE FOR PROHIBITED OR SPECIAL SEWAGE: The Board may assess a penalty or surcharge against anyone who discharges Prohibited Sewage or Special Sewage into the District's Utility System in violation of these Rules.

.15 CHANGE BY CUSTOMER: No change in a Customer's equipment, service or the nature or use of the property shall be made without prior notice to and the approval of the District, as evidenced by the issuance of an amended Application for Site Connection and Service. Requests for change in equipment or service may be denied for any reason, or no reason. Prior to making any change in service or meter installation, the Customer shall file an amended application for a Site Connection and Service Permit with the District at least forty-eight (48) hours prior to making the change and shall pay such additional Fees as may be necessitated by the change.

Any Customer not notifying the District of such change shall be assessed and notified of all additional Fees as soon as practicable after determination by the Board that there has been a change. Such additional Fees shall be considered due and payable as of the date the change in question occurred (as ascertained by the District,) shall be doubled as a penalty for an unauthorized change and shall carry interest from the date of change at the rate of one per cent (1%) per month until paid. A statement shall serve as notice that such additional Fees are past due and must be paid within ten (10) days. Any Customer shall have the right to a hearing to determine whether a change necessitating additional fees has occurred. Such hearing shall be held at the next regular meeting of the Board following request for a hearing. Before a requested hearing is held, all additional Fees shall be deposited with the District, in full. Failure to make such deposit shall cause an automatic denial of the Customer's appeal, and the District shall proceed with collection of the additional fees in accordance with these Rules.

.16 CONDUIT USE: Use of the Districts DAS conduit system is required for telecommunications service extensions into Meridian in order to minimize disruption to existing street surfaces and landscaping areas.

Such use is on a space available basis only, and terms and conditions will be through negotiated contractual agreements with the parameters as shown in Schedule 6, CONDUIT USE FEE SCHEDULE.

ARTICLE VII

700 INCLUSIONS AND OUT-OF-DISTRICT SERVICE

.01 INCLUSION: Except as hereafter provided, service will be furnished only to Customers whose property is included within and subject to the Rules and Regulations and to taxation by the District. All petitioners for inclusion must, as a condition to inclusion, dedicate to the District rights to sufficient water to serve the projected development property to be included or, at the discretion of the Board and in lieu thereof, if the water rights are in the opinion of the District insufficient to serve the property the petitioner may, with the District's approval, make payments to the District, in cash or as otherwise approved by the Board, in an amount sufficient to compensate the District for the lack of such water rights. Inclusions shall be at the discretion of the Board, and nothing herein shall be deemed to limit the Board's authority to impose other lawful conditions on inclusion or to deny inclusion when, in the determination of the Board, it is appropriate.

It shall be incumbent upon the Petitioner to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Satisfactory evidence shall consist of tax receipt, or certificate in lieu thereof, received from, and signed by, the County Treasurer.

A person owning land within or without the exterior boundaries of the District, who desires service, must include all of the person's land contiguous to the parcel upon which service is desired into the District unless the District permits otherwise.

Inclusions of property shall be accomplished, in accordance with the provisions of 32-1-401, C.R.S., as amended, and all costs in connection therewith, including legal and engineering fees and publication costs, shall be borne by the Petitioner. Inclusions shall only be processed pursuant to Inclusion Agreements which are in a form acceptable to the District and which, in the sole determination of the District, are in the best interests of the District and its constituency. Nothing herein shall be deemed or construed to be a grant to any third party of any right to have any property included within the boundaries of the District.

.02 SERVICE OUTSIDE THE DISTRICT: The District may, if it seems advantageous to the District, furnish service to properties located outside the boundaries of the District. No service shall ever be provided to properties located outside the boundaries of the District except upon the express written consent of the District.

Charges for furnishing service outside the District shall be at the discretion of the Board of Directors, who may take into account, among other things, the District's debt obligations and the estimated mill levy for which such property would be responsible if it were a part of the District and may be higher than for properties located in the District.

These Rules and Regulations shall be applicable to all property owners outside the District who are furnished service by the District, and no provision of District services shall be permitted until the property owner shall have agreed to abide by the Rules and Regulations; provided, however, that the Board of Directors in its discretion, may charge higher fees for properties not located within the District.

In every case where the District furnishes service to properties outside the District, the District reserves the right to discontinue the service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so, and such service shall be considered a revocable license.

ARTICLE VIII

800 MAIN LINE EXTENSIONS

- .01 MAIN LINE SIZES: The minimum size potable water, sanitary sewer, irrigation, storm drainage and data acquisition main lines shall be as specified by the District as the case requires.
- .02 LINE EXTENSIONS BY THE DISTRICT: All Mains shall be constructed in accordance with District specifications and pursuant to District supervision.
- .03 CONSTRUCTION OF MAIN LINES BY THIRD PARTIES: In the discretion of the Board, the Board may permit third parties ("constructor") to construct Mains for the purpose of connecting them to the Utility System in lieu of their construction by the District. The constructor shall enter into a Line Extension Agreement with the District in a form acceptable to the District. No such construction or connection shall be permitted in the absence of such an Agreement.
- .04 LOCATION OF MAIN LINE EXTENSIONS AND ADDITIONS: Main extensions shall be installed in roads or streets accepted for maintenance as public right-of-way or in easements granted to the District which afford the District rights at least equal to rights it would enjoy in a dedicated street.
- .05 SPECIAL STRUCTURES: Special structures required to ensure proper operation of Main extensions shall be constructed from designs of the Engineer and the cost of construction and engineering fees shall be the responsibility of the constructor.
- .06 OVERSIZING: The District may, at its option, require the construction of lines and facilities larger than the minimum sizes specified by the District for the purpose of serving properties other than those intended to be served through the constructor's efforts. Participation by the District in the cost of installation of oversized mains and facilities shall be at the sole discretion of the Board.
- .07 PRESERVATION OF GRAVITY SEWER SYSTEM: In those instances where pumping stations and force mains are required, the sewerage system shall be so designed as to permit eventual connection into a gravity system with a minimum of expense. Where practicable, easements shall be provided and lines constructed to tie into the gravity system. The District may, in its discretion, require deposits to ensure the eventual construction of gravity lines.
- .08 EXTENSIONS TO PROPERTY LINES: The District may require extensions constructed under this section to serve a property to be installed to the far side of the property in order that the Utility System may continue unimpeded.

ARTICLE IX

900 PARKS AND RECREATION

- .01 GENERAL: The District's park and recreation facilities are open to the general public, however as financing of these facilities occurred through the District, priority as to use will be given to District taxpayers and tenants within the District. The District further reserves the right to regulate and monitor the use of its facilities through a permitting system. Payment of such fees as the District deems appropriate may be a condition to the issuance of such permits or the use of such facilities, which may also be accompanied by such operating or use restrictions as the District, in the exercise of its sole discretion, deems appropriate. At a minimum, such restrictions shall include insurance at a level and with companies deemed adequate by the Board, and such waivers of liability and indemnities as may be required by the Board.
- .02 PERMITS: A permit may be required prior to the use of any District park or recreational facility in the following circumstances.
- a. By any group of more than five people.
 - b. Any commercial activity.
 - c. Any advertising or solicitation activity.
 - d. The erection of temporary or permanent structures or facilities such as tents, signs, stages, audio equipment, amusement rides, or other equipment.
 - e. The use of any water facility for any purpose.
 - f. Equestrian activities of any kind.
 - g. Parking of vehicles.
 - h. Any sporting event, parade, demonstration, or procession.
 - i. Any other event that the District, in its sole discretion, finds might affect the District's facilities to any degree and in any fashion.

The District reserves the right to permit, or not to permit, any activity, and if permitted to place such restrictions or conditions on the activity as the District believes appropriate. Nothing herein shall be construed as a right on the part of any individual or entity to use the District's park and recreation facilities for any purpose.

**EMERGENCY WATER SUPPLY PROCEDURES
ADOPTED NOVEMBER 2020**

Meridian Metropolitan District Emergency Water Supply Procedures

The purpose of this document is to provide a guide for dealing with water shortages at Meridian due to excessive demand during drought periods or supply shortfalls due to system malfunctions. Meridian Metropolitan District will continue to implement system improvements, increase water supply, and improve system resiliency, to reduce the need to implement these restrictions.

Meridian will follow a program of progressive restrictions to assure a reasonable balance between supply and demand in such situations. These restrictions will of necessity give priority to potable drinking water continuity to buildings vs. irrigation of landscaping, the one exception is that the Meridian Golf Club, due to the nature of its business, will receive priority in terms of being allowed to sustain reasonable irrigation usage; provided however that in no event will potable supplies be curtailed to allow continued irrigation.

Phase I:	Status:	Normal Operating Conditions
	Objective:	Maintain Normal Operations
	Targets:	Limit reuse irrigation use to amounts needed to maintain target lake/pond levels throughout the year.

Meridian will follow good water conservation practices through the following means:

- Adopt and regularly update a state approved Water Conservation Plan.
- Reuse or recycling of wastewater for irrigation where allowable by law.
- Promulgation of landscape design standards to achieve target irrigation allotments through the Meridian Design Control Committee.
- Use of a progressive water rate schedule wherein rates are increased for excessive usage over designated allotments, including termination of service for flagrant disregard of same.
- Use of an “allotment” for both potable and irrigation water usage based on normal demands.
- Annual correspondence with property owners that greatly exceed designated allotment advising them of allowable operating parameters.

Phase II:	Status:	High Potential of Excessive Irrigation Demand Due to Climate Conditions
	Objective:	Avoid Mandatory Use Restrictions Due to Excessive Demand
	Target:	Limit reuse irrigation use amounts needed to maintain Irrigation Reservoirs levels above 135 AF.

- Issuance of an **irrigation alert** to all customers asking for voluntary cooperation in irrigation practices including three-day watering cycles, night irrigation, and rain adjustments.
- District initiates three-day cycle on medians and park areas; limited irrigation in I/25 interchange and designated native areas; posts “well-irrigation” signage on heavily traveled streets with median landscaping. Delay any scheduled District landscaping installations until after August.

Phase III: Status: High Potential of Irrigation Reservoir Shortage (i.e., Less than 100 AF Storage Balance in Irrigation Reservoirs)

 Objective: Avoid Potential for More Severe Irrigation Cutbacks

 Target: Achieve 20% Reduction in Peak Day Irrigation Demand

- Issuance of a notice of **mandatory irrigation restrictions** including a three day per week allowable watering cycle, maximum 15-minute cycles; restricted nighttime only irrigation hours (6 p.m. – 6 a.m.); progressive fines for violations.
- Notices will be posted on the website and mailed to all customers and HOAs. District personnel will call the 15 largest reuse water customers to ensure receipt. A notice will also be included in the next water bill notice section.
- Increased patrol for violations by District personnel.
- Shut-off of irrigation pumping station outside allowable hours if lack of compliance is evident.
- Issuance of irrigation advisory to Golf Course; request voluntary cooperation on water conservation.
- Minimize use of “construction” water by contractors.
- District same as Stage II; also stops irrigation of I/25 interchange and designated native areas; restricts watering in parks to 2 days/week.

Phase IV: Status: Reservoir Storage Falls Below 100 AFT Storage

 Objective: Avoidance of Termination of Irrigation

 Target: Achieve 50% Reduction in Peak Day Irrigation Demand

- Issuance of a notice of a **more stringent mandatory irrigation restrictions** including two day/week allowable watering cycle; in addition to all Phase III provisions.
- Notices will be posted on the website and mailed to all customers and HOAs. District personnel will call the 20 largest reuse water customers to ensure receipt. Notices will be emailed to all customers that have provided the District with an email address. A notice will also be included in the next water bill notice section.
- Terminate use of water for decorative fountains; delay new landscape installations.

- Mandatory April 15 Startup / October 15 Irrigation Shutdown.
- Increase fine levels for violations, including termination of irrigation service for continued noncompliance.
- Issuance of irrigation notice to Golf Course of mandatory reductions on watering of driving range, practice holes and any native areas.
- District goes to same restrictions including termination of irrigation in parks.

Phase V: Status: High Potential for Potable Service Cutbacks

Objective: Avoidance of Potable Service Cutbacks

Target: Achieve 100% Termination Irrigation

- Termination of all irrigation services*
- Terminate use of water for new construction.
- Restrict Golf Course to irrigation of critical landscaping to sustain golf play; use pump station shutoff to control.
- Notices will be posted on the website and mailed to all customers and HOAs. District personnel will call all customers and HOAs to ensure receipt.

Phase VI: Status: Interruption of Potable Service

Objective: Sustain Fire Protection Capacity; Then Keep Residential and Crucial
Commercial Properties Operational

Target: Sustain 3.0MG Level in Storage Tank

- Telephone alert to Fire District.
- Notices will be posted on the website and mailed to all customers and HOAs.
- 24-hour communication availability to assure property owner access to service restoration status.
- Termination of irrigation service to the Golf Course.

*Potable irrigation is required in residential areas and can account for 30-50% of Meridian's potable demand during the irrigation season.

C. APPLICATIONS/FEE SCHEDULES/PERMITS
MERIDIAN METROPOLITAN DISTRICT

1. APPLICATION AND FEE SCHEDULE FOR SITE CONNECTION AND SERVICE
2. LANDSCAPE IRRIGATION DEMAND CERTIFICATION
3. TEMPORARY FIRE HYDRANT WATER USAGE PERMIT
4. APPLICATION FOR TEMPORARY USE OF DISTRICT FACILITIES
5. UTILITY PLAN REVIEW / INSPECTION FEE SCHEDULE
6. CONDUIT USE FEE / SCHEDULE
7. GREASE INTERCEPTOR / BACKFLOW PREVENTION COMPLIANCE INSPECTION REPORTING FORM
8. APPLICATION AGREEMENT FOR UTILITY EXTENSIONS

MERIDIAN METROPOLITAN DISTRICT

12111 East Belford Avenue
Englewood, Colorado 80112
Phone: 303-790-0345

APPLICATION FOR SITE CONNECTION AND SERVICE

APPLICANT:

Name: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Parcel Address: _____

Legal Description: _____

CERTIFICATION:

I, _____, certify that I am the owner or an authorized agent of the owner of the herein above-described property, and the information provided on this application is correct to the best of my knowledge, and do grant the District the right to access the above-described property for the purposes of inspection and/or maintenance of the service meters and any sanitary sewer pretreatment facilities.

Date: _____ Signature: _____

MERIDIAN METROPOLITAN DISTRICT FEES: (Please refer to page 2 for Connection and System Development Fees)

SITE DATA:

Parcel Area (square feet)

Parcel Area (square feet)		Building Floor Area (square feet)		Gross	Net
Impervious	_____	Office Retail/Comm.	_____	_____	_____
Open	_____	Warehouse	_____	_____	_____
Irrigated	_____	Other (specify)	_____	_____	_____
Non-irrigated	_____				
	Sub Total		Sub Total	_____	_____
	Total		Total	_____	_____

SERVICE DATA:

	Meter / Connection Size (inches)	Estimated Demand (gallons/year)	Allotment (see fee schedule) (gallons/year)
Potable Water			
Peak Hour	_____		
Peak Day		_____	
Annual		_____	_____
Non-Potable Irrigation			
Peak Hour	_____		
Peak Day		_____	
Annual		_____	_____
Sanitary Sewer	_____		

FEE SCHEDULE

<u>Meter Size</u> ⁽¹⁾	<u>Connection and Service Fee</u> ⁽²⁾
SF Residential	\$18,500 per unit
MF Residential	\$3,900 per unit plus \$9,500 per acre ⁽³⁾
Commercial	\$9,500 per acre (\$4,750 for lots 2A-1A 7 th Am. and 4A-1 8 th Am. In MIBC Filing 6 only) ⁽³⁾
	Plus
1"	\$43,000
1.5"	\$73,000
2"	\$113,000
3"	\$220,000
4"	\$333,000

System Development Fee:

\$10,000 PER:	_____ 10,000 SQUARE FEET OF OFFICE OR COMMERCIAL SPACE	\$ _____
	_____ 20,000 SQUARE FEET OF LIGHT INDUSTRIAL OR WAREHOUSE SPACE	\$ _____
	_____ 1 SINGLE FAMILY RESIDENTIAL UNIT	\$ _____
\$5,000 PER:	_____ EACH MULTIFAMILY UNIT	\$ _____

Tiered charges apply for usages in excess of the following "allotments":

Water:

<u>Use:</u>	<u>Potable:</u>	<u>Non-potable Irrigation:</u> ⁽³⁾
Office/retail/other commercial building	20.5 gal/yr./sq. ft. ⁽⁴⁾	3.74 gal/yr./sq. ft.
Restaurant ⁽⁵⁾	153.3 gal/yr./sq. ft.	3.74 gal/yr./sq. ft.
Office warehouse	10.25 gal/yr./sq. ft.	3.74 gal/yr./sq. ft.
Office warehouse (MIBC Fl. 6 Lots 2A-1A 7 th Am. and 4A-1 8 th Am.)	10.25 gal/yr./sq. ft.	1.87 gal/yr./sq. ft.
Single family residential	170,000 gal/yr. (per unit-detached)	N/A
Multifamily residential	61,750 gal/yr. (per unit-detached)	3.74 gal/yr./sq. ft.

The tiered rate for usage above allotment (s) are:

- Tier 1 Under the annual allotment = minimum \$62.70 plus monthly consumption @ 1X applicable rate
- Tier 2 Up to 50% allotment overage = all Tier 1 charges plus monthly consumption @ 2X applicable rate
- Tier 3 In excess of 50% allotment overage = all Tier 1 charges plus monthly consumption @ 3X applicable rate
- Tier 4 In excess of 100% allotment overage = all Tier 1 charges plus monthly consumption @ 5X applicable rate (irrigation only) or; termination of irrigation (only) service until reconciliation

Fire flow testing and temporary hydrant usage @ 2X potable rate

Note: Special temporary use permits are required for fire hydrant usage and the applicable fee is specifies on that permit accordingly.

Sewer:

Concentrations in excess of 5.2% BOD mg/l and 0.14% SS mg/l over 250 and 200 mg/l respectively will be subject to surcharges @ 2X applicable rate

Notes:

- (1) Based on potable water
- (2) This is a one-time fee payable prior to connection and is inclusive of potable water, sewer, and, where applicable, non-potable irrigation services
- (3) Based on gross land area of parcel with building with potable service
- (4) Based on net floor area of building with potable service
- (5) With independent tap and meter

SITE CONNECTION AND SERVICE FEE:

System Development Fee	=	\$ _____	Check Received By _____
Potable Meter	=	\$ _____	Check From _____
_____ Acres @ \$9,500	=	\$ _____	Check Number _____
Total Fee Due	=	\$ _____	Check Date _____

Any further property of connection alterations, expansions or reactivations after more than one year in activity my be subject to added fees. All District fees, and the use by applicant of the District's systems, are subject to the District's Rules and Regulations, which are in turn subject to amendment from time to time as the Board of Directors of the District may, in its sole discretion, deem appropriate.

AUTHORIZATION:

The Meridian Metropolitan District hereby acknowledges that applicant has paid all applicable site connection and service fees and is hereby authorized to make the referenced connections. This authorization is valid for a period of one year from the date it is signed by the District. If actual connection is not made within that period, this authorization shall automatically terminate, and all fees shall be subject to forfeiture or adjustment.

Meridian Metropolitan District

Not Valid unless District Seal is applied.

By: _____ Date: _____
As District Manager



Design Control Committee
Meridian International Business Center

LANDSCAPE IRRIGATION DEMAND CERTIFICATION

PROJECT:

Name _____

Address _____

Owner _____

DCC Site Plan Approval date _____

IRRIGATION DEMAND:

Annual Consumption

	Square Feet	% Parcel	gallons
Open Space	_____	(%)	_____
Irrigated Turf	_____	(%)	_____
Irrigated Shrub/Flower Beds	_____	(%)	_____
Native	_____	(%)	_____
Hardscape	_____	(%)	_____
Other (specify)	_____	(%)	_____
TOTAL	_____	(%)	_____

IRRIGATION ALLOTMENT: * _____

*Based on gross land area of site with building with potable metered service
Office/retail/warehouse/other commercial @ 3.74 gal/yr./sq ft

CERTIFICATIONS/ACKNOWLEDGEMENTS:

- A. The undersigned **landscape architect**, licensed to practice in the state of Colorado, certifies that, to the best of my knowledge, belief and professional opinion, that:
- I have reviewed and fully understand the Meridian DCC Design Criteria relative to landscape irrigation as referenced in the DESIGN CRITERIA MANUAL and Meridian Metropolitan District Rules and Regulations applicable at the time of this certification;
 - The landscape design submitted in the above-referenced site plan fully complies with said criteria, including limitations relative to allowable irrigation consumption/demand;
 - The above data is complete and accurate with respect to said plan.

NAME: (type) _____ Colorado Registration No.: _____

COMPANY: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

- B. As the legally designated **representative of the owner** of the above-referenced development, I acknowledge the following:
- I have reviewed the above information and attest that, to the best of my knowledge, the information presented herein is a true and accurate representation of the owner's intended landscape consumption;
 - I am fully aware that adherence to this allotment is a condition of continued irrigation service and, in the event the landscape irrigation allotment is exceeded on an annual basis, that the owner is subject to surcharges and penalties including termination of service in the event of continued noncompliance, per the service rules and regulations of the Meridian Metropolitan District.

OWNER'S REPRESENTATIVE NAME: (type) _____

BUSINESS ADDRESS: _____

SIGNED BY: _____ DATE: _____

- C. Acknowledged by: Design Control Committee

SIGNED: _____ DATE: _____

Note: A fully executed and certified copy of the above must be submitted to the Meridian Metropolitan District along with a site connection and service application as a condition of service activation.

MERIDIAN METROPOLITAN DISTRICT

12111 East Belford Avenue
 Englewood, Colorado 80112
 Phone: 303-790-0345 Fax: 303-790-1754

WATER DEMAND ANALYSIS FOR SINGLE FAMILY RESIDENTIAL SUBDIVISIONS

Date: _____

Plat Reference: _____

Total Land Area: _____

Number of lots: _____

Potable:	Acres	Allotment [aft/yr.]*	Est demand [aft/yr.]	Differential [aft/yr.]
In house		_____	_____	_____
Lot area coverage:				
Impervious	_____			
Landscape**	_____		_____	
Streetscape adjacent to lots	_____		_____	
Total	_____	_____	_____	_____
Non-Potable Reuse: (parks/open space)				
irrigated	_____	_____***	_____	_____
non irrigated	_____			
total	_____			

* Potable; sfr = 170,000 gal/yr./unit; dtu = 127,000 gal/yr./unit; mfr = 95,000 gal/yr./unit all-inclusive of adjacent streetscape irrigation needs;

** Maximum allowable landscape area per lot = 50% of lot area; Maximum of 60% of lot "landscape" area can be irrigated turf; balance must be drip irrigated shrubs or native grasses

*** Non-Potable Reuse; park/open space = 24"/yr. (i.e. 2 af/acre/yr.)

Comments: _____

Certification (Landscape Architect) _____ Date: _____

Certification (Professional Engineer) _____ Date: _____

Date of approval: _____

MERIDIAN METROPOLITAN DISTRICT

12111 East Belford Avenue

Englewood, Colorado 80112

Phone: 303-790-0345 Fax: 303-790-1754

TEMPORARY FIRE HYDRANT WATER USAGE PERMIT

The following Applicant has requested the use of a District owned Fire Hydrant:

APPLICANT:

Name _____ Date _____

Address _____

Phone _____ Fax _____

OWNER/DEVELOPER:

Name _____ Date _____

Address _____

Phone _____ Fax _____

Job Site _____ Supt./Foreman _____ On Site Phone _____

Water will be used for:

Moisture control for soil compaction ____ Masonry and/or concrete work ____ Other ____
(please describe)

Maximum Flow Rate **150** (150 GPM is District Max) Maximum Gallons per Day **60,000**

Hours of Use **7:00 a.m. to 5:00 p.m.**

Water Usage: Estimated Amount: _____

Uses outside these parameters will be cause for Revocation of Permit and Deposits.

Fees:

Hydrant and Meter Damage/Maintenance Fee: (NON-REFUNDABLE) \$150.00 ** (Fee will be waived if signed by Owner/Agent)

Replacement or repair costs for damaged meter and/or hydrant up to \$1,500.00

TOTAL FEES DUE: _____

The hydrant water use rate shall be twice (2x) the normal non-construction rate and will be billed monthly

Check Number: _____ Account No. _____ Meter No. _____

Meter shall be checked in by: _____ Checked in by: _____

Meter Reading Out: _____ Meter Reading in: _____

The Fire Hydrant SHALL NOT be used at flows above 150 GPM. Use above this flow rate shall be cause for removal of the meter, and revocation of permit. Failure to return the meter beyond the check-in date will result in the same action as violation of the flow rate. In case of damage to the meter and/or fire hydrant, charges up \$1,500.00 may be assessed. The meter shall not remain on a hydrant overnight. In the event the applicant does not render full payment within 30 days, the Owner/Developer is solely responsible for the charges accrued. Further non-payment will be subject to collections procedures including, but not limited to, filing a lien on the property.

The use of any fire hydrant on the District's system shall be at the convenience of the District and as such the District may stop the usage at any time based on system demands.

Accepted and Agreed to by: Applicant _____ Title _____ Date _____

Owner/Agent _____ Title _____ Date _____

Approved By: _____ Title: _____ Date: _____

APPLICATION FOR TEMPORARY USE OF FACILITIES

Section 1: General Information

MERIDIAN METROPOLITAN DISTRICT

12111 E. Belford Avenue

Englewood, CO 80112

Phone: 303-790-0345 Email: admin@meridiandistrict.com

APPLICANT

Name: _____ Application Date: _____
Address: _____
Phone/Cell: _____ Email: _____

FACILITY USE DATA

District Facility
(name and location): _____
Description of proposed use: _____
Date / Hours requested: _____
Number of participants: _____

USAGE FEE: (CHECK ONE THAT APPLIES)

District Residents and Employees:		Non-District Applicants:	
<input type="checkbox"/> Park Rental	Free	<input type="checkbox"/> Park Rental 1-10 participants	\$50
<input type="checkbox"/> Outdoor Fee-Based Activity*	\$25/occurrence or \$125/season**	<input type="checkbox"/> 11+ participants	\$100
		<input type="checkbox"/> Outdoor Fee-Based Activity*	\$100/occurrence or \$500/season**

*Outdoor fee-based activity such as class, camp, clinic, sports league, etc. for which a fee is expected to be paid by the participant.

** Summer season is April – September; Winter Season is October – March

Checks should be made out to Meridian Metropolitan District

CONDITIONS TO THE PERMIT:

- APPLICATION AND APPLICABLE FEE MUST BE SUBMITTED FOR REVIEW A MINIMUM OF 20 DAYS PRIOR TO EVENT DATE.
- **PAGE 3 MUST BE PROVIDED FOR CORPORATE AND BUSINESS USERS UTILIZING THE FACILITIES FOR BUSINESS RELATED FUNCTIONS ONLY.**
- DISTRICT SIGNATURE REQUIRED PRIOR TO RELEASE.

EVENT DETAILS:

Please identify items below that will apply to your event; some items may require District input or access. Note that these items are the applicant's responsibility as the District does not provide equipment, lighting, sound systems, extra seating/tables or services.

<input type="checkbox"/> Sanitation	<input type="checkbox"/> Sprinkler System
<input type="checkbox"/> Litter Control/Clean-up	<input type="checkbox"/> Power Needs
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Notification of City/County Officials
<input type="checkbox"/> Parking	<input type="checkbox"/> Heavy Vehicles/Equipment
<input type="checkbox"/> Security	<input type="checkbox"/> Fees
<input type="checkbox"/> Release of Liability & Indemnification	<input type="checkbox"/> Damage Deposit
<input type="checkbox"/> Sound System	<input type="checkbox"/> Lighting
<input type="checkbox"/> Other: _____	

APPLICATION FOR TEMPORARY USE OF FACILITIES

Section 2: Release and Indemnification

MERIDIAN METROPOLITAN DISTRICT

12111 E. Belford Avenue

Englewood, CO 80112

Phone: 303-790-0345 Email: admin@meridiandistrict.com

COMPLETE RELEASE AND AGREEMENT TO INDEMNIFY AND DEFEND

RECITALS: The Undersigned desires and The Districts, quasi-municipal corporations and political subdivisions of the State of Colorado, permit the Undersigned to temporarily occupy property located in the District (the "Property") on (date): _____ subject to the terms and conditions herein defined.

AGREEMENTS: In consideration for the use of the Facility, the Undersigned hereby warrants that he or she is over 18 years of age, and for Undersigned, Undersigned's spouse, minor children, heirs, legal representatives, executors and assigns, agrees as follows:

- 1. Release.** While fully acknowledging the inherent possible risks in connection with the Event, the Undersigned, for itself and its successors and assigns, hereby waives, discharges and releases the Districts, their successors and assigns, and their owners, directors, officers, employees, managers and agents (all collectively denominated "Districts") from any claims, causes of action, damages, losses, liabilities and demands of any nature without limitation attorney's fees and costs incurred, that the Undersigned may have or allege and that arise in connection with the Event, whether caused by the negligence of the Districts or otherwise.
- 2. Indemnification and Agreement to Defend.** The Undersigned also undertakes and agrees to indemnify the Districts against all liabilities, losses, and damages of any nature from claims, demands, costs, judgement or other expenses (including without limitation attorneys' fees and costs incurred) arising out of the Undersigned's participation in the Event. In addition, should the Districts be subject to a lawsuit or other claim for relief arising out of the Undersigned's participation in the event the Undersigned agrees to defend and hold harmless from all attorney's fees and costs incurred in the course of such lawsuit and from any and all liabilities that may result therefrom.
- 3. Severability.** If any provision of this Complete Release and Agreement to Indemnify and Defend or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Complete Release and Agreement to Indemnify and Defend, and the application of such provision to persons or situations other than those to which have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
- 4. Acknowledgement.** Undersigned, by signing this application, hereby acknowledges responsibility for all activities associated with the use of the Facility and the Event, inclusive of adherence to any and all applicable governmental laws or regulations, including permitting, as well as any vendors or other users for this event, inclusive of security, traffic control, and associated logistics, and full responsibility for prompt restoration of any damage to site including landscaping or irrigation facilities, along with immediate removal of any trash or debris within 12 hours of the Event's end. Any activity which interferes with adjacent office, retail or public use including but not limited to loudspeakers or blockage of access is not permitted. The Undersigned acknowledges that Undersigned has been provided the District's Rules and Regulations, has read and is familiar with them, and agrees to be bound by their provisions, terms and conditions, and further agrees to comply with the District's Rules and Regulations and all other local, state, and federal laws and regulations at all times during the Event and undersigned's use of the Facility.

IN WITNESS WHEREOF, the Undersigned, after reading and fully understanding this Complete Release and Agreement to Indemnify and Defend, voluntarily executes and delivers the Agreement as of the date written below.

Signature: _____
Print: _____
Company: _____
Its: (title) _____

Date: _____

AUTHORIZATION:

District hereby acknowledges that the applicant is authorized to make temporary use of the herein described facility or area upon the terms and conditions specified herein.

Signed By: _____
Its: _____

Date: _____

APPLICATION FOR TEMPORARY USE OF FACILITIES

Section 3: Corporate User Insurance Requirements

MERIDIAN METROPOLITAN DISTRICT
12111 E. Belford Avenue
Englewood, CO 80112

THIS SECTION IS TO BE FILLED OUT BY CORPORATE AND BUSINESS USERS UTILIZING THE FACILITIES FOR BUSINESS RELATED FUNCTIONS. CERTIFICATE OF INSURANCE MUST BE SUBMITTED TO THE DISTRICT ALONG WITH THE APPLICATION.

INSURANCE REQUIREMENTS:

Insurance company must have a "Best Guide" rating of AX (A-ten) or better.

Coverage*: (minimum)

Commercial general liability policy	\$1,000,000
Automobile liability: to cover all vehicles, whether owned or hired or non-owned	\$1,000,000
Workers compensation: Coverage A	Statutory
Coverage B – employer's liability	\$500,000
Liquor or host liquor liability: (ONLY IF TO BE SERVED)	\$1,000,000
Umbrella liability	\$1,000,000

*Meridian Metropolitan District is to be named as additional insured.

CERTIFICATION:

I, _____, certify that I am the authorized agent for the applicant and that the information provided on this application is correct.

Signature: _____ Date: _____
Company: _____
Company Address: _____
Phone: _____ Cell: _____ Email: _____

FOR DISTRICT USE ONLY

- Certificate of Insurance submitted and approved
 Site Plan attached

MERIDIAN METROPOLITAN DISTRICT

6380 S. Fiddlers Green Circle, Suite 400
Greenwood Village, CO 80111
Phone: 303-773-1700 Fax: 303-790-1498

CONDUIT USE FEE/SCHEDULE

1/1/2020

Access Fee: \$ 9.35 lineal. ft.; inflated annually based on CPI*; one time payment up front.

Annual operation/maintenance/replacement fee: \$ 1.87 lineal ft.; inflated annually; payable annually in advance; due January 1 of effective year.

* July of 2019

This form was updated for 2021

MERIDIAN
Metropolitan District

12111 East Belford Avenue
Englewood, CO 80112
303-790-0345
Fax 303-790-1754

MANDATORY COMPLIANCE INSPECTION REPORT:
GREASE INTERCEPTORS // BACKFLOW PREVENTION DEVICES

DEAR CUSTOMER:

Water and sewer service to your property is provided via the Meridian Metropolitan District. The District's Rules and Regulations require annual inspections of all grease interceptors and backflow prevention devices within buildings. This is done as a health and safety measure for protection of our customers' drinking water quality and to enable adequate treatment of waste water. You are required to:

- report the proposed installation of any such devices to the District and obtain their review and approval;
- provide the District with a copy of an updated inspection by a licensed contractor or District annually, prior to March 1; (see form on rear)
- take any needed remedial action required to assure proper function within 30 days thereof.

Failure to adhere to these requirements can result in a penalty of \$1,000 and termination of service until resolution is achieved.

**MERIDIAN METROPOLITAN DISTRICT
MANDATORY COMPLIANCE INSPECTION REPORT
GREASE INTERCEPTORS // BACKFLOW PREVENTION DEVICES**

PROPERTY MANAGEMENT REPRESENTATIVE:	NAME TYPED _____
	SIGNATURE _____
	DATE _____
SERVICE ADDRESS _____	
CONTRACTOR NAME _____	
ADDRESS _____	
COLORADO LICENSE NO. _____	EXPIRATION DATE _____

The following Inspection Report must be filed with the Meridian Metropolitan District at the above address annually, prior to March 1. If remedial action is needed, a reinspection report must be filed prior to June 1.

GREASE INTERCEPTOR: *

#1 LOCATION _____

DATE OF LAST CLEANING _____

CURRENT CONDITION _____

PROPOSED REMEDIAL ACTION _____

#2 LOCATION _____

DATE OF LAST CLEANING _____

CURRENT CONDITION _____

PROPOSED REMEDIAL ACTION _____

BACKFLOW PREVENTION DEVICE: *

LOCATION #1 _____

DATE OF LAST TEST FOR PROPER FUNCTION _____

CURRENT CONDITION:	LEAK TIGHTNESS	SPRING TENSION
INFLOW VALVE	_____	_____
OUTFLOW VALVE	_____	_____
RELIEF VALVE	_____	_____
VACUUM BREAKER	_____	_____
BUFFER	_____	_____
AIR INLET	_____	_____
PROPOSED REMEDIAL ACTION	_____	

LOCATION #2 _____

DATE OF LAST TEST FOR PROPER FUNCTION _____

CURRENT CONDITION:	LEAK TIGHTNESS	SPRING TENSION
INFLOW VALVE	_____	_____
OUTFLOW VALVE	_____	_____
RELIEF VALVE	_____	_____
VACUUM BREAKER	_____	_____
BUFFER	_____	_____
AIR INLET	_____	_____
PROPOSED REMEDIAL ACTION	_____	

* Note: use Xerox of this as supplemental page if additional number of devices in use

3/1/2014
1/1/06

Englewood, Colorado 80112
Phone: 303-790-0345 Fax: 303-790-1754

APPLICATION AND AGREEMENT FOR UTILITY EXTENSIONS

Project I.D. No. _____

Approval Date _____

Applicants/Owner: _____

Address _____ Telephone _____

Contractor _____

Address _____ Telephone _____

AGREEMENT

For and in consideration of the rights herein granted by the Meridian Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), the Applicants/Owner identified above (the "Applicants") agree:

1. The facilities and appurtenances, as described on Schedule A attached hereto, shall be installed pursuant to and in conformance with the District's rules and regulations, including but not limited to applicable engineering standards, as the same may be amended from time to time.

2. To secure any and all easements necessary for the installation or construction of the facilities prior to commencement of work to be performed hereunder, said easements to be adjusted as necessary and recorded prior to preliminary acceptance of the facilities.

3. To include the following contractual provisions in the Applicants' contract for the construction of the facilities and to provide a copy of said contract to the District:

A. The Applicants hereby agree that they shall be responsible for a period of one (1) year subsequent to the District's preliminary acceptance of the facilities hereunder for the satisfactory correction, whether by repair or replacement, of all work and materials which are found to be defective or of poor workmanship and that all costs and expenses therefor shall be borne by the Applicants.

B. The Applicants additionally agree that during the one (1) year period subsequent to the District's preliminary acceptance of these facilities, they will promptly perform all work, and supply all materials, necessary to remove, replace, maintain, or repair the facilities constructed hereunder, when said work arises out of any negligent or willful acts or omissions of the Applicants.

C. The Applicants hereby agree that any work required hereunder, whether performed by the Applicants or by the District in the event of the refusal or inability of the Applicants to perform the work during the aforesaid one (1) year period, shall not impair or void the Applicants' general warranty of materials and workmanship

or any obligation or liability of the Applicants imposed by law or contract.

D. The Applicants agrees to post a **maintenance bond** in the amount of \$_____ (10% of the total costs as shown in Schedule A) to indemnify the District by reason of any defect in the materials or workmanship under the Applicants' general warranty referred to above and during the aforesaid one (1) year period. The Applicants further agree that the obligation imposed under the maintenance bond shall not be impaired or made void, notwithstanding that the Applicants may be required by the District to perform any work for any reason or cause upon the facilities constructed hereunder, or if the District performs said work upon the refusal or inability of the Applicants to perform the required work.

4. To maintain insurance coverage as follows:

A. Worker's Compensation Insurance for all employees who will be in any way connected with the work to be performed hereunder whether as employees of the Applicants or as employees of others. Employees of subcontractors shall be so covered unless the employees are covered by protection afforded by the subcontractor.

B. Liability Insurance:

(1) Comprehensive General Liability Insurance, including coverage for products, completed operations, blanket contractual liability, independent contractors coverage, and broad form property damage deleting any exclusion for explosion, collapse and underground hazards. Such insurance shall be in a minimum of \$150,000 per person, \$600,000 per occurrence, or a combined single limit of not less than \$600,000 per occurrence for bodily injury and property damage.

(2) Automobile Liability and Property Damage Insurance to include owned, non-owned and hired vehicles which are utilized under this Agreement, with minimum insurance coverage of \$150,000 per person, \$600,000 per occurrence, or a combined single limit of not less than \$600,000 per occurrence for bodily injury and property damage.

C. The Applicants shall provide certificates of insurance (and renewals thereof) in a form acceptable to the District, demonstrating that required coverages have been obtained, upon request of the District. The Applicants shall not allow any subcontractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained. The Applicants will assume full legal responsibility for determining that required insurance coverages have been obtained by their subcontractors and agents. The Applicants have full responsibility for monitoring compliance with the insurance requirements of this Application and Agreement for Utility Extensions.

5. To observe and require all applicable laws and regulations, including building and construction codes, and to exercise necessary precautions and safeguards for the protection of persons and property in and about the contract area.

6. The Applicants hereby expressly agree to, insofar as they legally may, defend, indemnify and hold harmless the District, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity, which arises out of or is caused by any act or omission of the Applicants, their officers, agents, or employees (or the Applicants' subcontractors, or any said subcontractor's agents or employees) in connection with or in any way arising out of this Application and Agreement for Utility Extensions.

7. In order that the District may account for the facilities described in Schedule A, the Applicants shall provide all information required by the District relative to the cost of installation, location and type of materials, in such manner as may be required by the District.

8. No work shall be initiated hereunder without adequate notice to afford the District sufficient opportunity to inspect said work.

9. It is expressly understood and agreed that the facilities referenced and described in Schedule A shall be automatically conveyed to the Meridian Metropolitan District upon written final acceptance by the District as indicated on page 4 of this Application and Agreement for Utility Extensions. Transfer of all right, title and interest in facilities to the Meridian Metropolitan District shall be automatic and self-executing, with no additional transfer proceedings or documents being necessary.

10. All work to be performed by the Applicants shall be without cost to the District, except as provided herein.

11. The obligations and benefits of this Agreement shall be binding upon and inure to the heirs, successors and assigns, or the parties hereto.

12. This Agreement shall be deemed performable in Douglas County, Colorado, notwithstanding that the parties hereto may find it necessary to take some action in furtherance thereof outside said County, and venue for any action shall be the District Court in and for Douglas County, Colorado.

13. The parties hereto understand and agree that the District is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*

APPROVED:

MERIDIAN METROPOLITAN DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By _____
Title _____

APPLICANT(S)/OWNER

By _____

Date _____

PRELIMINARY ACCEPTANCE:

All facilities installed under this Application and Agreement have been inspected and preliminarily accepted by _____ on this date _____, 202_. The one (1) year warranty period referenced in this Application and Agreement extends to the following date: _____.

FINAL ACCEPTANCE:

All facilities installed under this Application and Agreement have been inspected and finally accepted by _____ on this date _____, 202_.

SCHEDULE A

**APPLICATION AND AGREEMENT FOR UTILITY EXTENSIONS
MERIDIAN METROPOLITAN DISTRICT**

WORK TO BE PERFORMED:

ADDRESS: _____

FACILITY (EXCLUDES PRIVATE SERVICES):

MAIN EXTENSIONS [INCLUDES HYDRANTS/VALVES]

PIPE SIZE/LENGTH	WATER	SEWER	IRRIGATION	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
EST COST	\$ _____	\$ _____	\$ _____	TOTAL COST: \$ _____

OTHER; DESCRIBE:

EST TOTAL COST: \$ _____

PLAN REFERENCE:

ENGINEER: _____

PLAN DATE/TITLE/DOC REF: _____

COMMENTS: _____

REVIEWED BY: _____

MERIDIAN METROPOLITAN DISTRICT [Name/Title/Date]

ACKNOWLEDGED BY: _____

APPLICANT(S)/OWNER [Name/Title/Date]

D. ENGINEERING STANDARDS

MERIDIAN METROPOLITAN DISTRICT

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SPECIFICATIONS

See Utility Details Manual online at www.meridiandistrict.com

for:

- a) Plan Set Checklist
- b) General Notes
- c) Standard Details

7. ENGINEERING STANDARDS: TYPICAL STREET / ROW XSEC DETAILS52

1. ENGINEERING STANDARDS: POTABLE WATER

a. Design/Construction Specifications

Design and construction of potable water facilities within Meridian shall conform to the applicable provisions of the Engineering Standards of the Board of Water Commissioners, Denver Water Department, latest edition, subject to adjustments where required to adapt to conditions specific to Meridian.

b. Supply

Source: Deep Aquifer Wells

c. Treatment

Plant Capacity	2.78 MGD
Pumping Capacity	5800 GPM @ 60 psi
Storage	3 MG Tank 1 & 2 MG Tank 2

d. Distribution

Booster Pump Station #1:

Elevation	5945 feet
Discharge Pressure	61 psi min/84 psi norm/95 psi max
High Demand Pump	on @ 55 psi/off @ 63 psi; 500-3000 gpm
Jockey Pump	0-150 gpm
Variable Speed Pumps	4 @ 1450 gpm each

BPS #1 Flow Capacity:

Average day flow	1.34 mgd
Fire Flow	6000 gpm for 4 hours during Avg. daily flow
Flow factors	Max @ 4.70; Low @ 0.2
Operating Pressures	60 to 80 psi
Pipe	Min. Size: 8" diameter Materials: Ductile Iron Class 50, PVC AWWA C 900 Class 150 Minimum Cover: 4.5 feet

Booster Pump Station #2:

Elevation	5966 feet (NAVD 88)
Discharge Pressure	285 TDH or 122.5 psi
Pumps 1 & 2	2,500 gpm/ea
Pumps 3, 4 & 5	1,000 gpm/ea
Pumps 6, 7 & 8	300 gpm/ea
High Demand Pump	
Jockey Pump	None

BPS #2 Flow Capacity:

Average day flow	1.03 MGD (2,500 DU; 350,000 sf commercial)
------------------	--

Fire Flow	2,000 gpm for 2 hours during avg. daily flow
Flow factors	Max @ 4.94
Operating Pressures	60 to 90 psi
Pipe	Min. Size: 8" diameter Materials: Ductile Iron Class 50, PVC AWWA C 900 Class 150 Minimum Cover: 4.5 feet

e. Quality

The District operates under a permit from the State of Colorado Department of Public Health and Environment, Water Quality Control Division and regulated standards apply. The District's policy is to periodically test water quality at both the well head (raw) and the distribution points (treated) according to the test data, parameters and schedule required by Colorado Public Water System Criteria.

2. ENGINEERING STANDARDS: SANITARY SEWER

a. Design/Construction Specifications

Design and construction of sanitary sewer facilities within Meridian shall conform to the applicable provisions of the City and County of Denver, Department of Public Works, Wastewater Management Division, Sanitary Sewer Design Technical Manual, latest edition, subject to adjustments where required to adapt to conditions specific to Meridian.

b. Treatment

Primary: Macerators
 Secondary: Aerated lagoon/sedimentation ponds
 Tertiary: Filtration/disinfection
 Resolution: Land application (irrigation)
 Capacity: Design @ 1.34 MGD, Permitted @ 1.25 MGD

c. Collection Add Lift Station H here

Lift Stations	A	B	C	D	E	F	G
Design flow (gpm)	1,600	100	1,400	275	940	550	1,440
Dynamic head (ft)	105	31	90	60	110	130	135
Pump efficiency	79%	50	76%	35%	75%	68%	86%
Wet well (gal)	3,750	282	2@9,700 ea	2,000	2,000		2 @ 6,500 ea.

Flow Criteria

Average Daily Flow

1. Commercial/Office/Retail 53.4 GPD/1000 s.f.
 2. Light Industrial/Warehouse 28.0 GPD/1000 s.f.
 3. Single Family Residential Unit 175.0 GPD
 4. Townhome Residential Unit 175.0 GPD
 5. Multi-Family Residential Unit 125.0 GPD
- Peak Daily Flow Factors 1&2 – 3.0
 3, 4 & 5 – 3.65/(Average Daily Flow MGD) 0.17

Pipe

Minimum Slope 0.5% constructed (design @ 0.6% minimum)
 Manning's Coefficient (PVC) <0.011
 Minimum Velocity 2 fps (10 fps max)
 Minimum Cover 4 feet
 Minimum Diameter 8 inch

d. Quality

The District operates under a permit from the State of Colorado, Department of Public Health and Environment, Water Quality Control Division and minimum standards apply. The District's policy is to test in accordance with the parameters.

Industrial discharge regulations of the State and EPA also are applicable and in some cases pretreatment requirements may be dictated per Article IV, Section 400.02(a) 8 of the District's Rules and Regulations.

3. ENGINEERING STANDARDS: NON-POTABLE IRRIGATION

a. Design/Construction Specifications

Design and Construction of non-potable irrigation facilities within the District shall conform to the applicable provisions of the Uniform Building Code (UBC), American Society of Testing and Materials, American Society of Irrigation Consultants (minimum standards) and Underwriters Laboratories (for wires and cables), latest editions, subject to adjustments to adapt to conditions specific to the District.

b. MMD Supply

Source: Tertiary treated wastewater effluent
Deep aquifer wells

Storage: 486 acre feet reservoir
26 acres surface area
elevation: 5926 min - 5958 max

c. MMD Distribution

Pump Station

Maximum Output	4,500 GPM @ 122 psi
Pumps	4 @ 100 HP; 1 @ 25 HP Vertical Turbines
Elevation	5962.5 ft
Efficiency	84% optimum

Flow Criteria

Projected Total Irrigated Area	414 acres
Annual Demand	2.89 acre/ft/yr. (1"/hour @ 8 months)
Minimum Irrigated Area/Site	20% (or equivalent demand)
Operating Pressures	70-120 psi

Pipe

Minimum Size	4 inch diameter
Materials	PVC AWWA C 900 Class 150
Minimum Cover	4 feet
Service Connection Size	1-inch minimum; meter size to be at least as large as service

Pipe (Pressure Supply Lines)

Minimum Size	1" diameter
Materials	PVC Class 200 PVC BE
Minimum Cover	3 ft.

d. MMD Supply (Meridian Village)

Source: Tertiary treated wastewater effluent
Deep aquifer wells

Storage: 170 acre feet; non-jurisdictional reservoir

17.5 acres surface area
Working Elevation: 5935 min to 5949 max (NAVD 88)
5948 Operating Elevation (NAVD 88)

e. MMD Distribution (Meridian Village)

Pump Station

Maximum Output	3,000 gpm
Pumps	300 gpm jockey, 2 – 1,500 gpm
Elevation	5925 ft. (NAVD88)
Efficiency	84% optimum

Flow Criteria

Projected Total Irrigated Area	212 acres
Annual Demand	2.50 acre/ft/yr.
Minimum Irrigated Area/Site	20% (or equivalent demand)
Operating Pressures	70-120 psi

Pipe

Minimum Size	4 inch diameter
Materials	PVC AWWA C900 Class 150
Minimum Cover	4 feet
Service Connection Size	1-inch minimum; meter sized to be at least as large as service

Pipe (Pressure Supply Lines)

Minimum Size	1" diameter
Materials	PVC Class 200 PVC BE
Minimum Cover	18 inches

f. Irrigation System

All materials and equipment incorporated into the irrigation system shall be of recognized standard quality. Materials shall be of a standard line from a brand name manufacturer, or must be approved.

The system components shall be designed to operate within the parameters of the non-potable irrigation source described above.

g. Testing

After backfilling and installation of all control valves, fill pressure supply line with water, and pressurize to 40 psi over the designated static pressure or 150 psi, whichever is greater, for a period of 2 hours. If applicable, distribution piping will be isolated and pressured to 150 psi.

4. ENGINEERING STANDARDS: STORM DRAINAGE

a. Design/Construction Specifications

Design and construction of storm drainage facilities within Meridian shall conform to the applicable provisions of the Douglas County Department of Public Works latest edition, subject to adjustments where required to adapt to conditions specific to Meridian.

b. Runoff Parameters

Site runoff shall be limited to historical undeveloped conditions under a 100-year storm frequency; provided that within certain basin areas supplementary discharge allowances for up to 55 per cent impervious (or 70% impervious in specific areas) area will be permitted. The balance of increased flows must be accommodated through detention.

c. Detention/Retention Area

Detention/retention areas must be integrated into and treated consistently with site landscaping programs.

d. Collection

Conveyance (i.e. pipes or channels) must carry a 10-year storm flow with routing for a 100 year fully developed flow without adverse ponding or flooding affects.

Open channels must be designed and treated as an integral part of and in a manner consistent with an overall site landscape program.

Pipe

Minimum Size	15 inches
Minimum Slope	1%
Minimum Velocity	3 fps
Minimum Cover	3 feet

Materials

Reinforced or non-reinforced concrete pipe with tongue and groove joints; polyethylene with bell and spigot; push-on joints and rubber gaskets; corrugated aluminum with angular coupling bands.

e. Quality

Application for erosion protection permit must be provided in accordance with Douglas County Erosion Protection Manual latest edition. Permit will be approved by Douglas County.

Sedimentation traps are to be provided in conformance with Douglas County criteria.

5. ENGINEERING STANDARDS: DATA ACQUISITION/METERING

a. General:

Potable water and non-potable irrigation services within Meridian are metered through standard cold water meters meeting the following criteria.

- (1) Meter: Sealed register, positive displacement or turbine type meters must be a minimum of ¾" inch service size. Meters shall conform to AWWA Standard C-700.
- (2) High Speed Pickup Register: The high-speed pickup register shall be permanently hermetically sealed; all registers of similar size and registration to have a standard ratio gear reduction so as to permit interchangeability. The register shall be assembled to measuring chamber in a tamper proof manner so removal can be made only after measuring chamber is removed from the main case. Test circle reading and odometer wheel details will conform to AWWA Standard C-701, as most recently revised. High-speed pickup register shall transmit a signal which is compatible with the touch read on radio RF transmitter.
- (3) The service line, meter, and meter set from the water main shall be the same size as the tap. The service line may be upsized a minimum of five feet away on the customer's side of the meter to prevent distortion of the flow through the meter.

b. Installation/Ownership

All of the components specified in 1 through 2 above must be purchased by the Customer, installed by a bonded plumber, and inspected, tested, and where appropriate numbered, by the District prior to backfilling and acceptance. Ownership will remain with the Customer until replacement or salvage, where upon ownership reverts to the District.

c. Meter Pits and Covers

Meter pits, if used, shall consist of four twelve-inch (12" vertically) precast concrete rings or one twelve-inch (12") ring and one thirty-six-inch (36") ring. Precast manhole sections shall conform to ASTM C-478. Meter pit covers shall be airtight with a double cover. The meter pit cover shall have a cast iron, cap tight, top lid. The inner lid shall be cast iron, aluminum, or rubber. The body of the meter pit cover shall be cast iron or aluminum. Aluminum shall have a polymer coating such as an epoxy. Refer to District Manual of Typical Details on district website.

d. Interior and exterior meter installations shall follow the details as shown in the Engineering Standards as referenced in Section I. Potable Water: Engineering Standards: Potable Water, Section A Design/Construction Specifications.

6. ENGINEERING STANDARDS: STREETS, TRAFFIC CONTROL, LANDSCAPING

a. Typical Street Sections/Sidewalk, Lighting/Utility Locations

Typical sections with commensurate standard utility locations for streets within Meridian are shown in Section 7 (Appendix B), Typical Street/ROW Cross Sections Details.

b. Design/Construction Specifications

Design and construction of streets and sidewalks within Meridian shall conform to the applicable provisions of the Douglas County Department of Public Works requirements, subject to conditions specific to Meridian or as further defined herein.

c. Permitting

Alterations or additions to streets or facilities within public rights of way within Meridian also require a permit from Douglas County Department of Public Works.

d. Landscape

Street landscaping adjacent to parcels shall conform to standards set forth by the Meridian International Business Center Design Control Committee.

e. Street Lighting

Street lighting shall conform to Typical Detail STL1 in the District Manual of Typical Details on district website.

TYPICAL DETAILS

REFER TO CURRENT MANUAL OF STANDARD PLAN NOTES AND UTILITY DETAIL DRAWINGS

AVAILABLE ON-LINE AT:

www.meridiandistrict.com

or at the District Office

SECTION 7

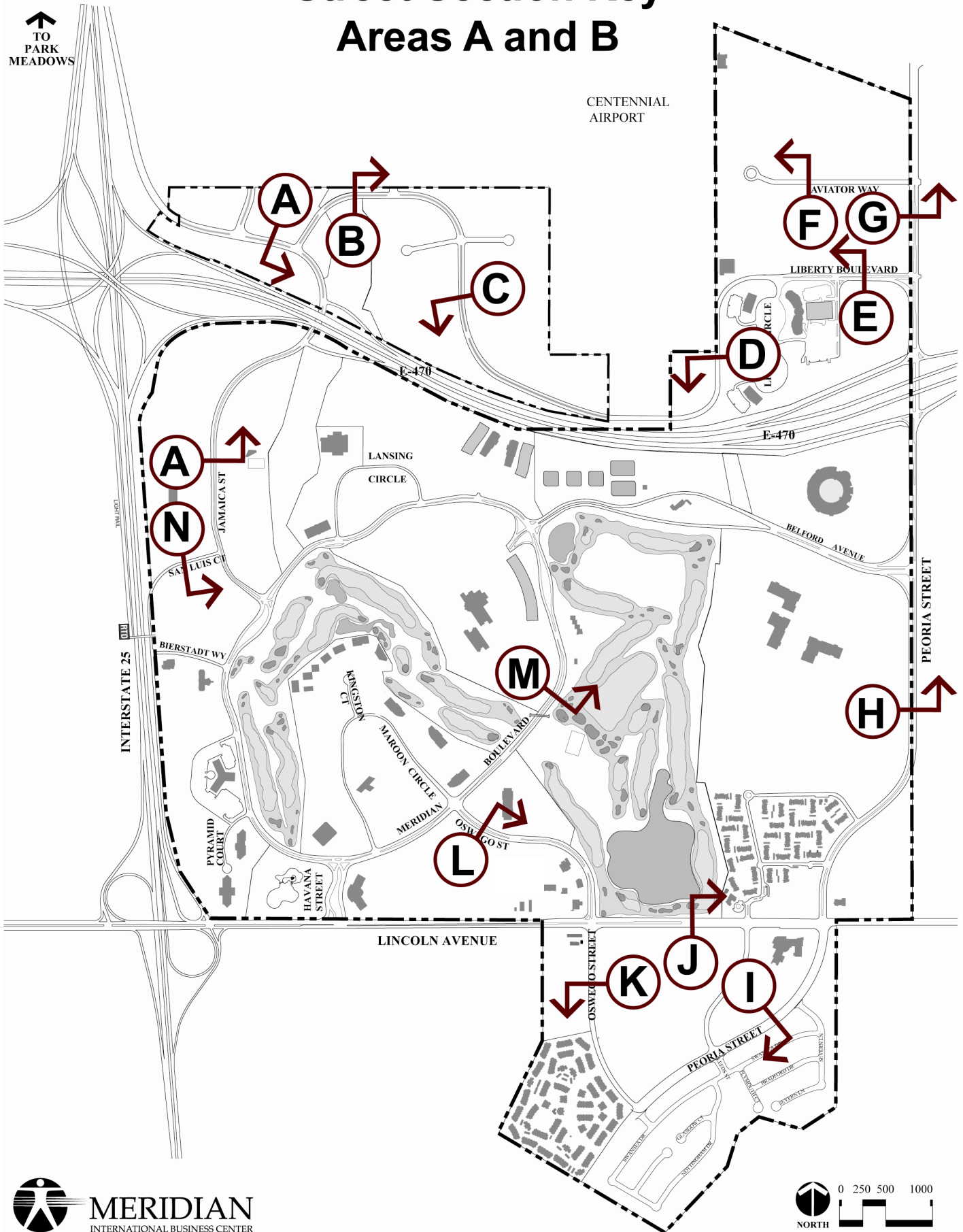
ENGINEERING STANDARDS:

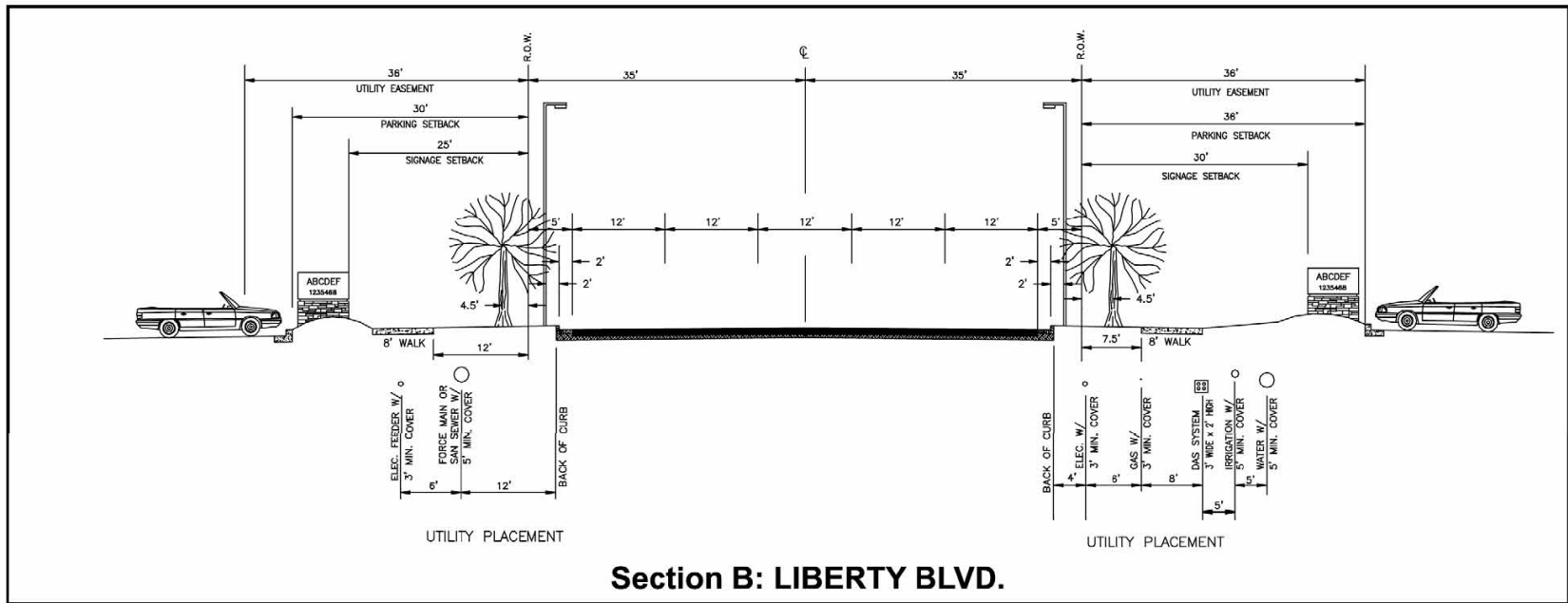
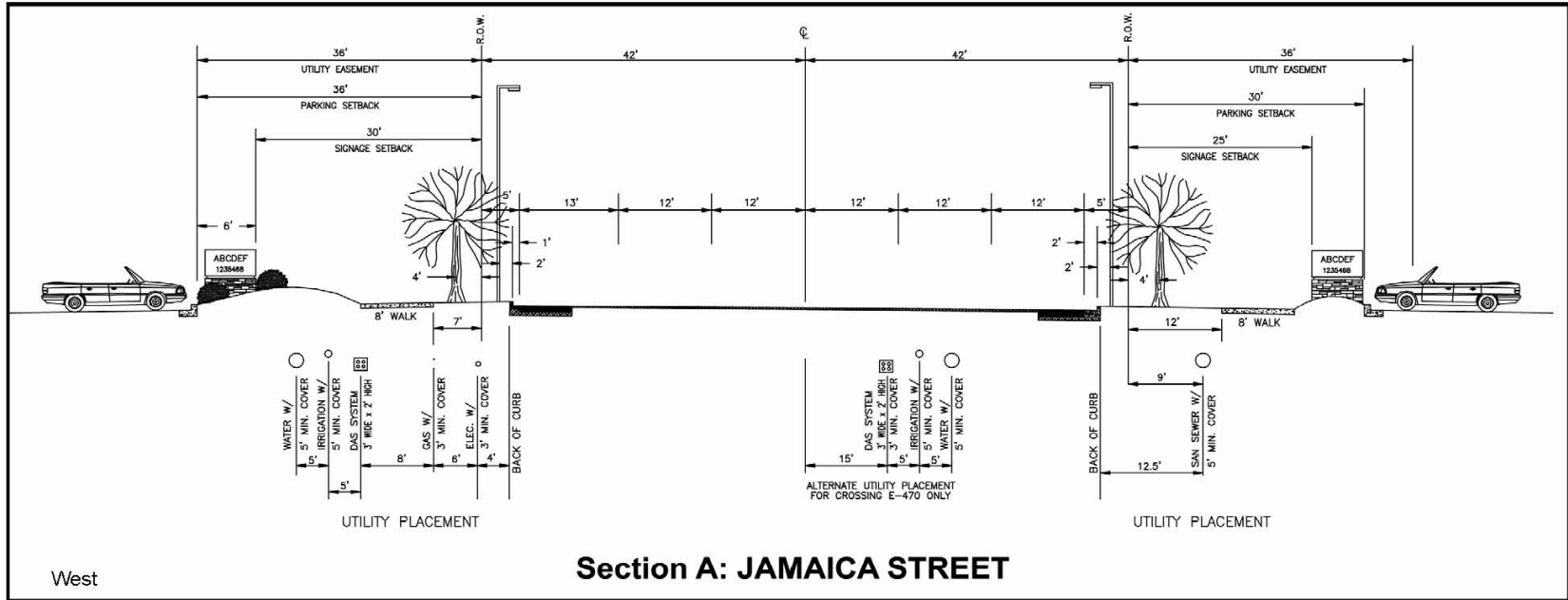
TYPICAL STREET / ROW XSEC DETAILS

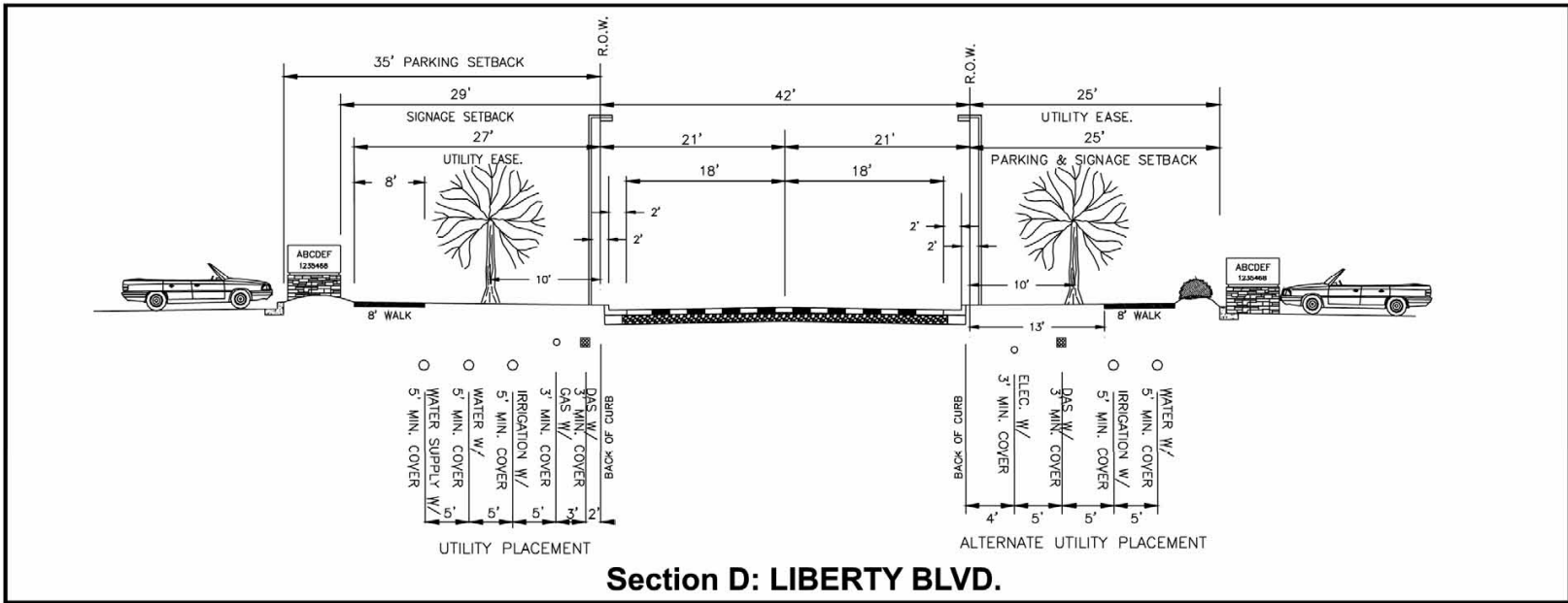
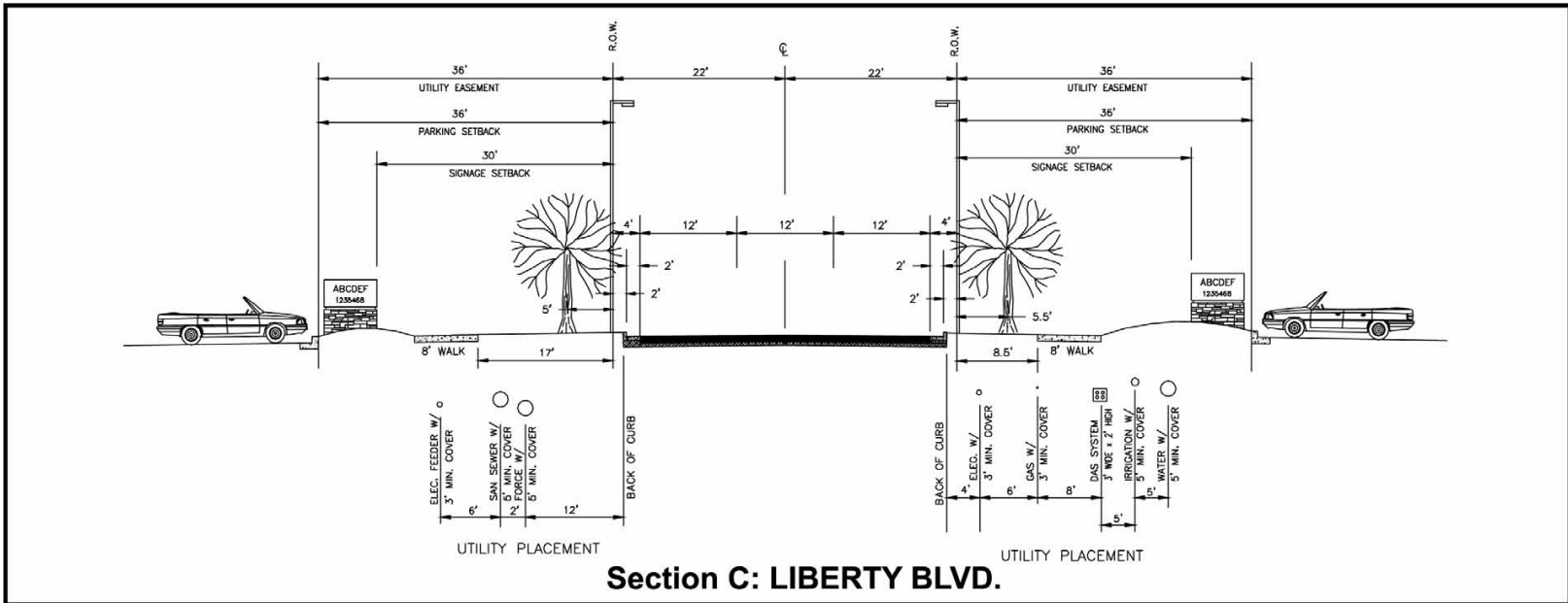
Street Section Key Areas A and B

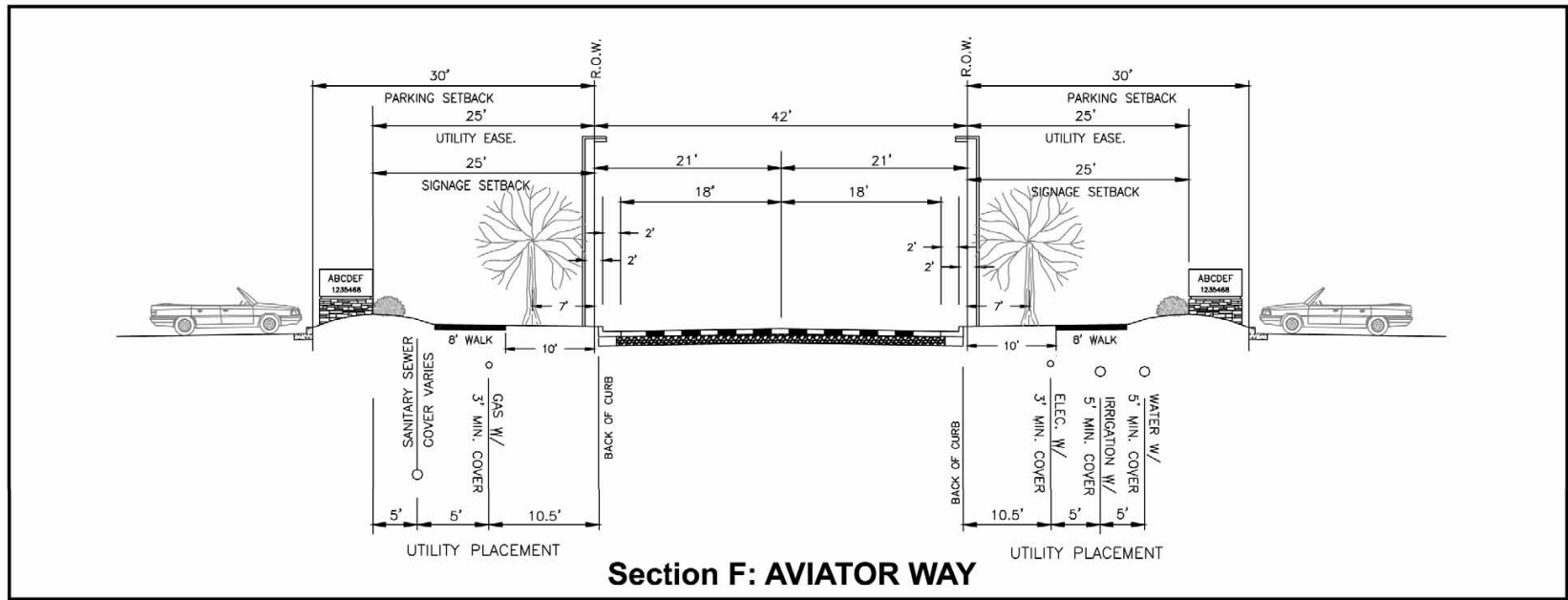
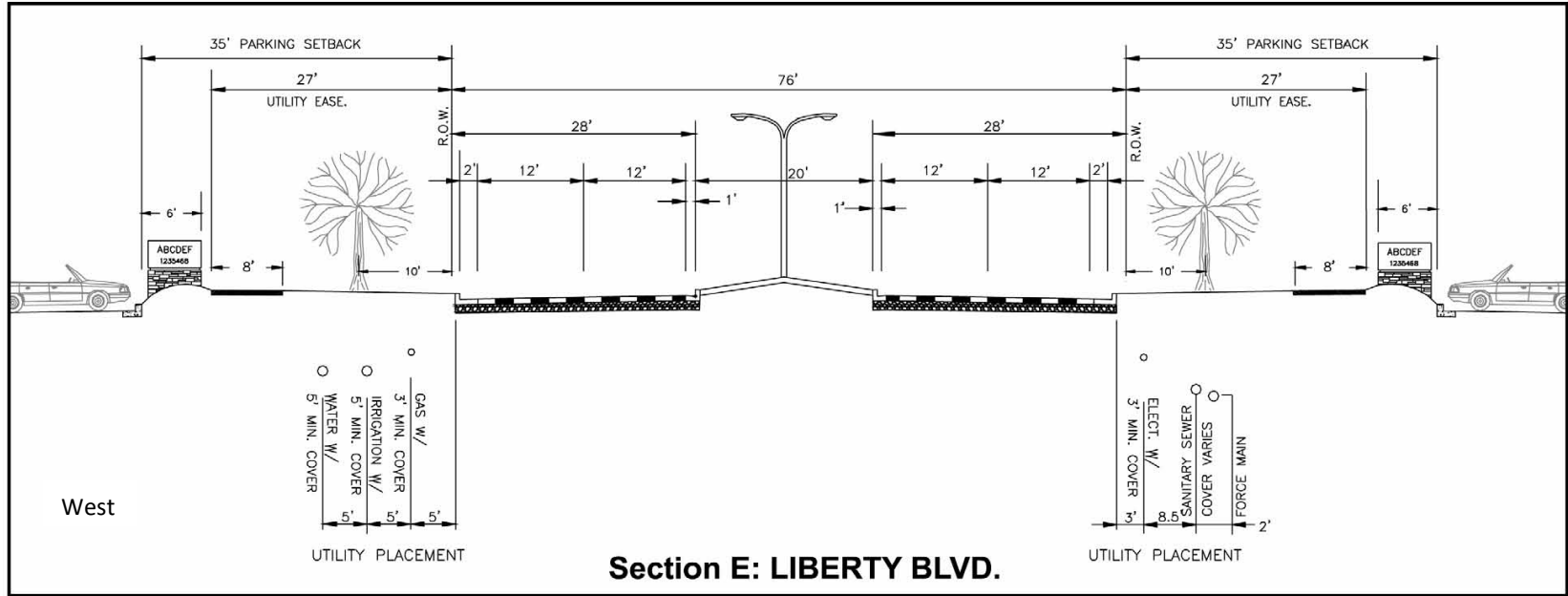
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TO
PARK
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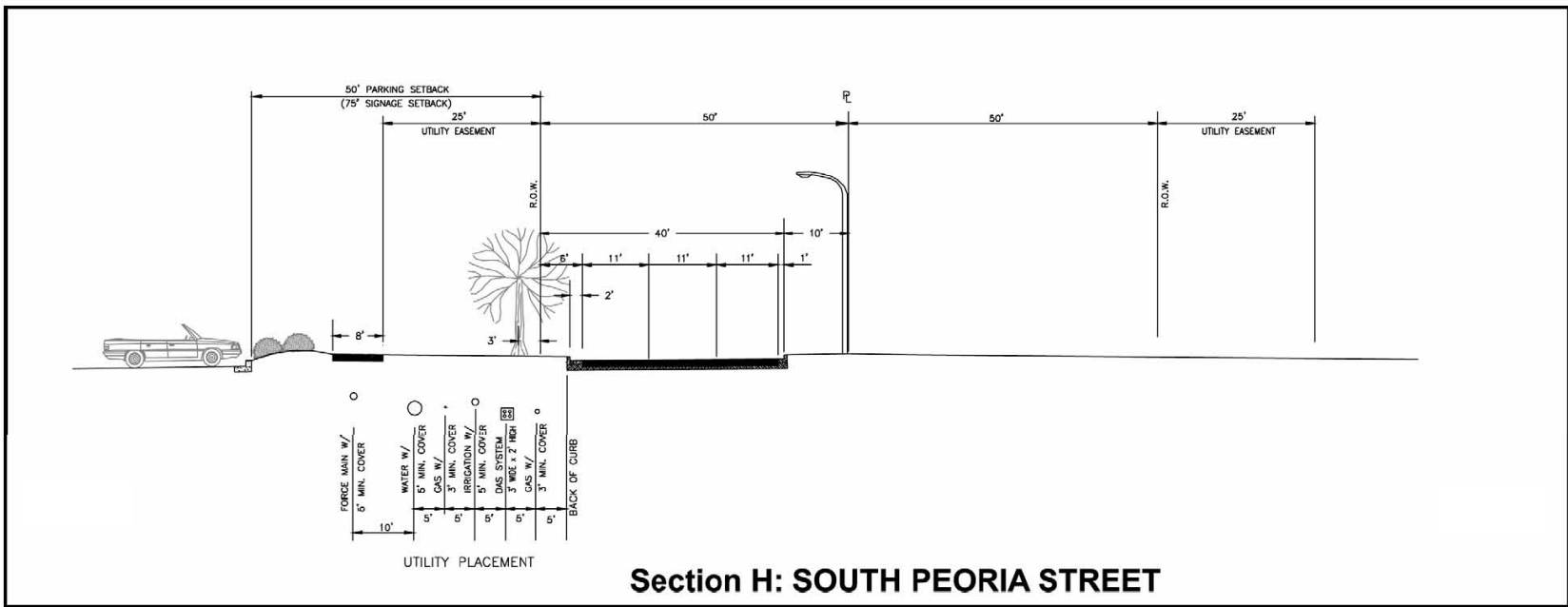
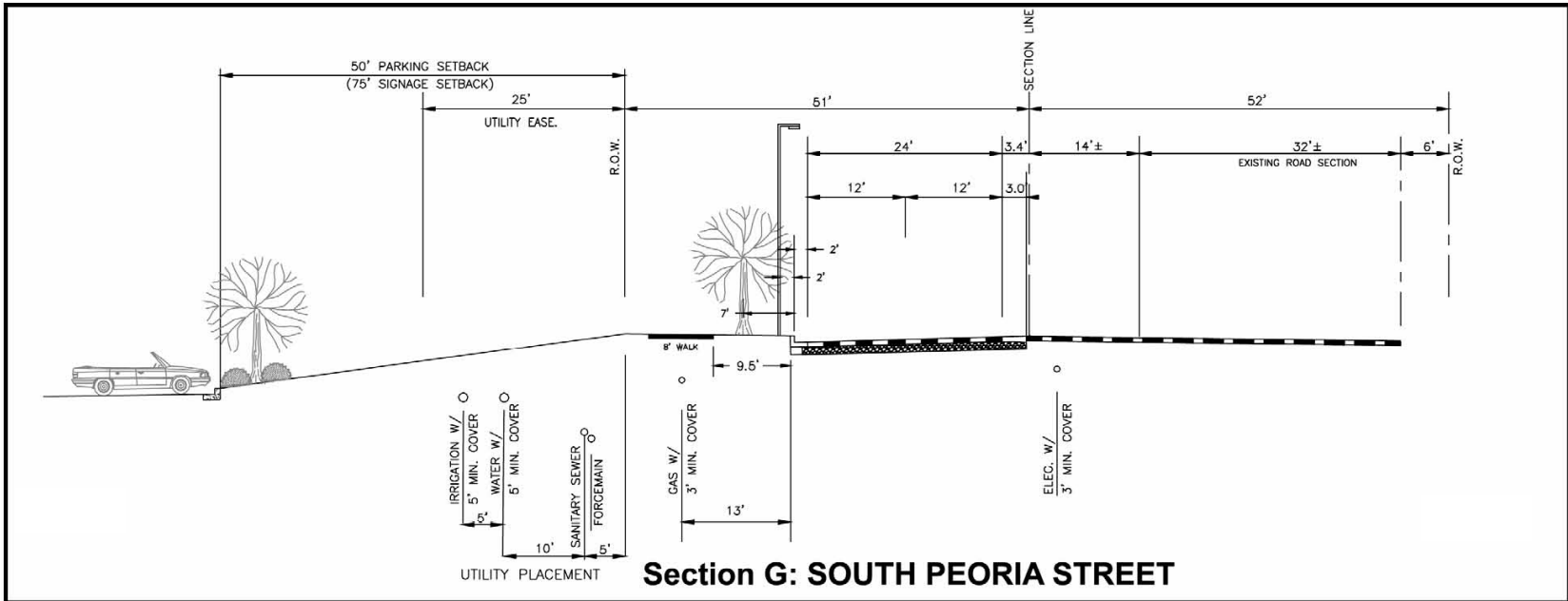
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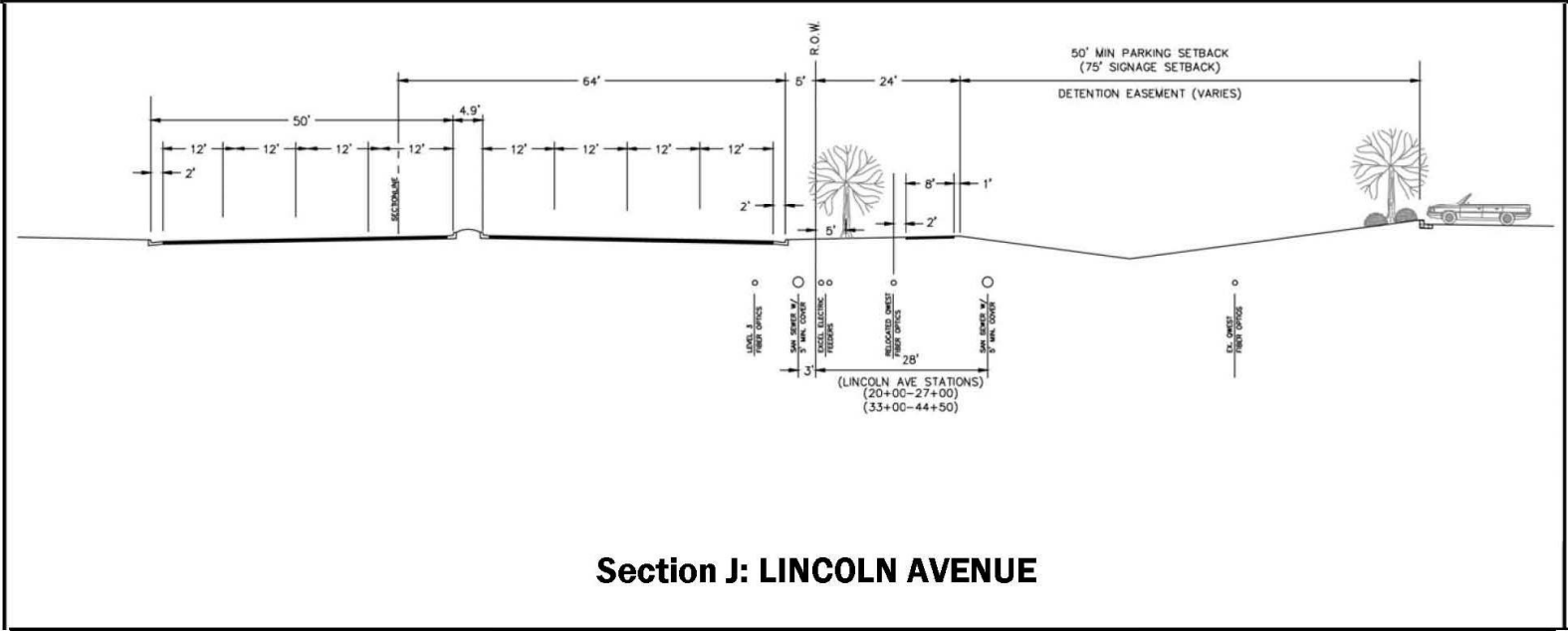
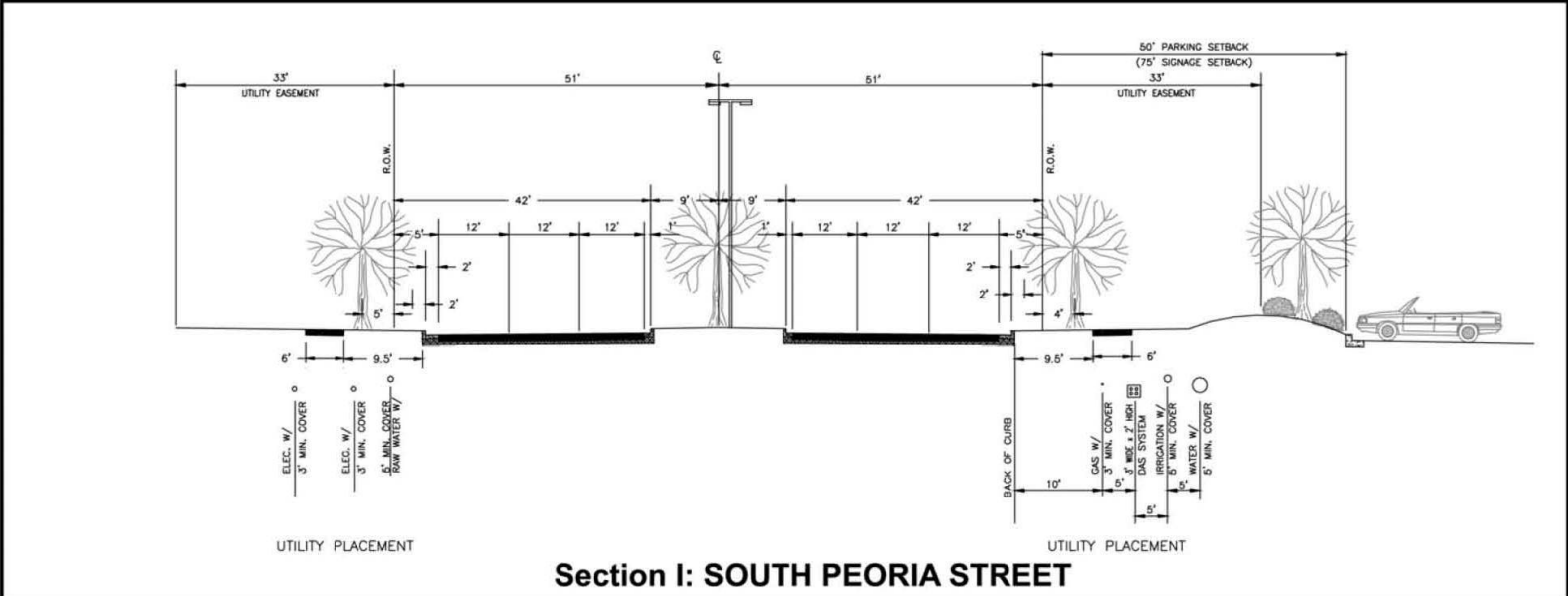


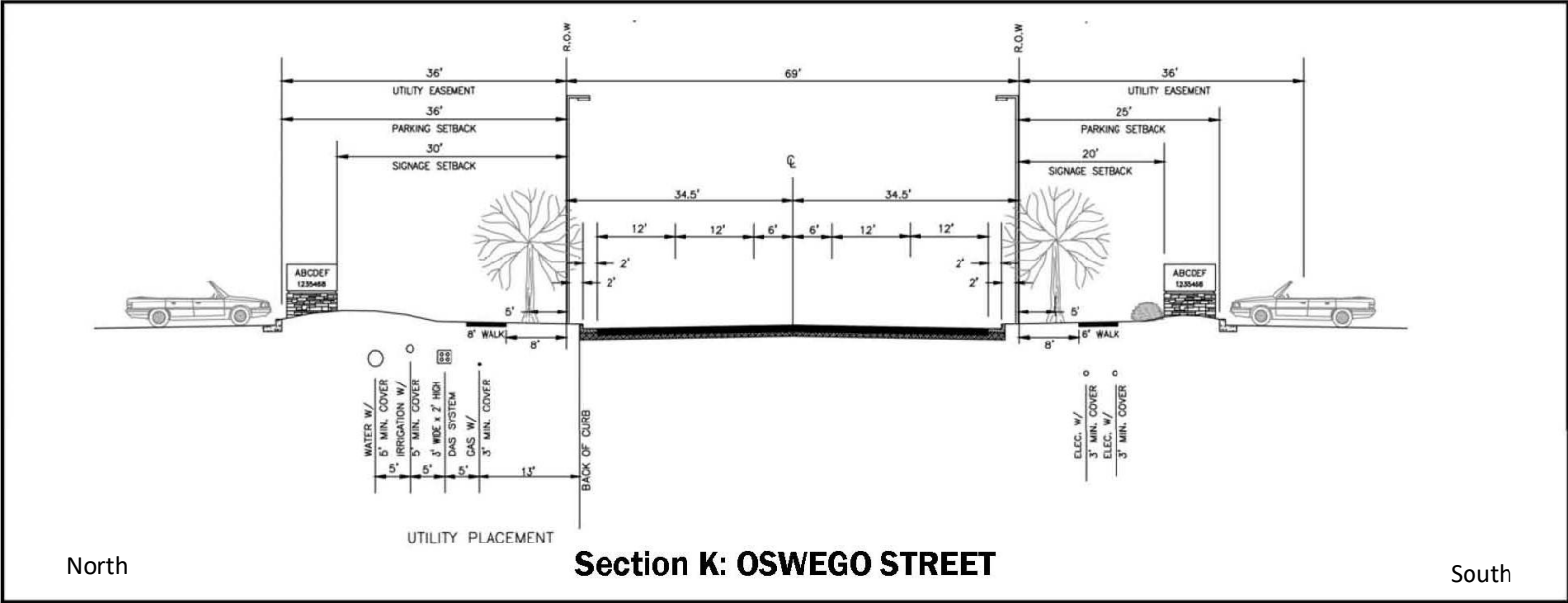


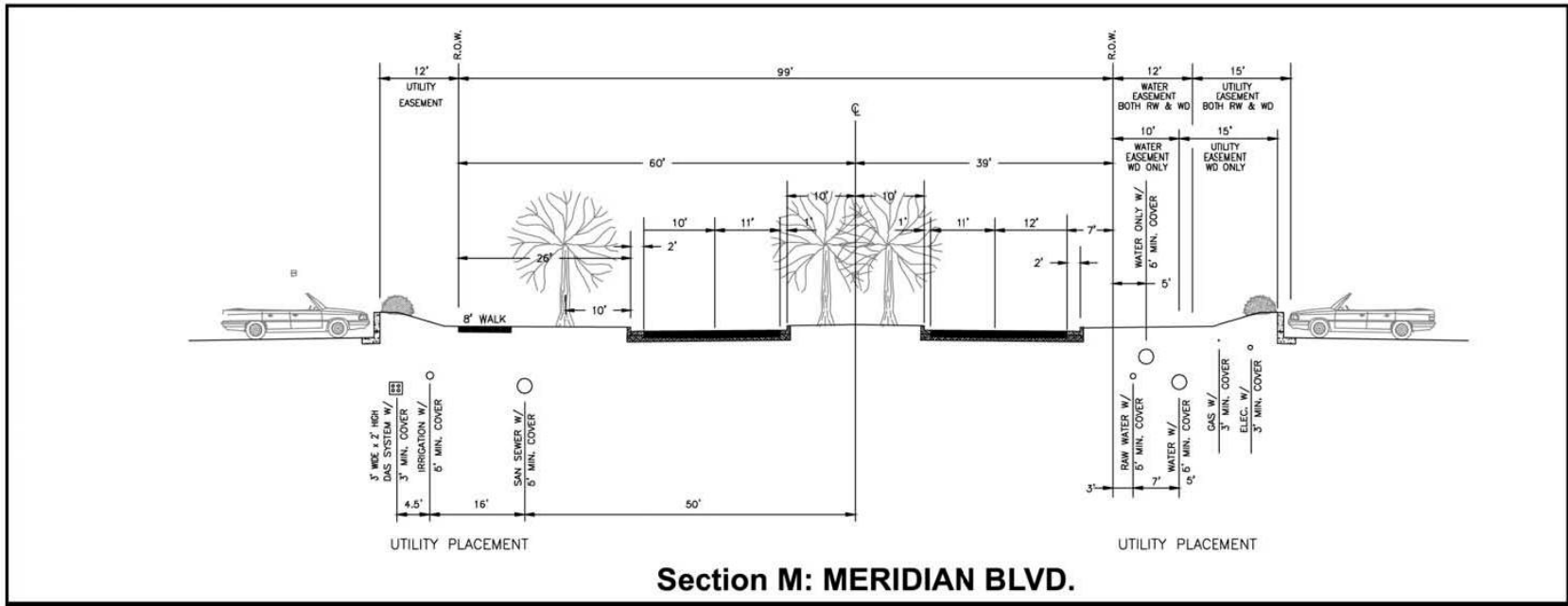
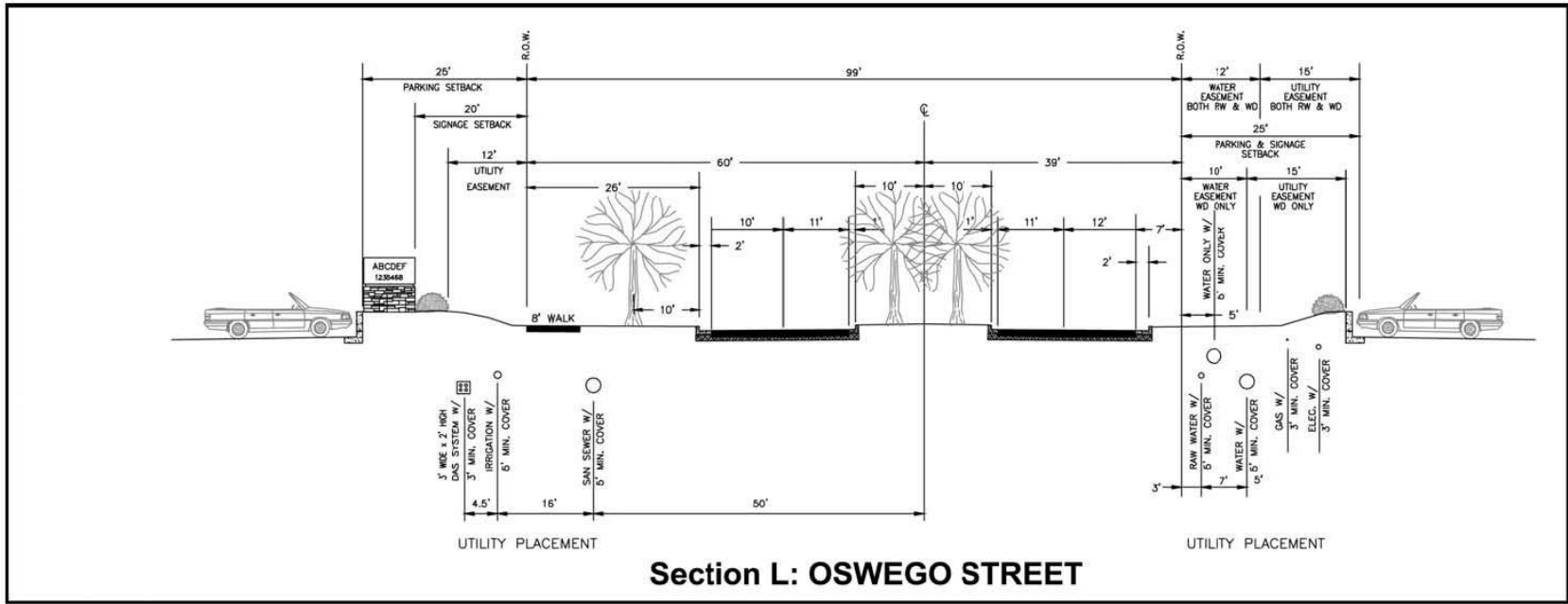


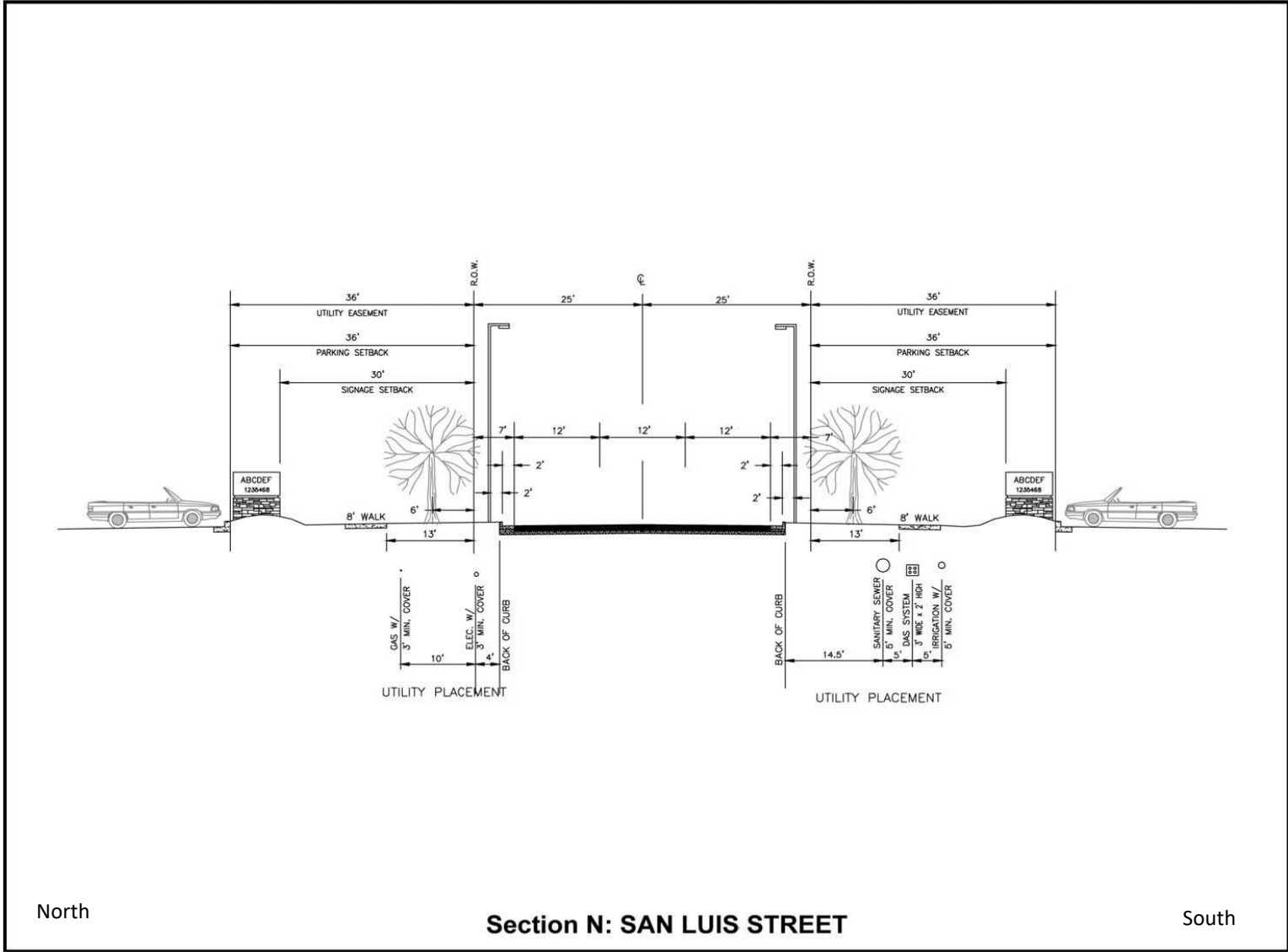












E. STANDARD FORM OF EASEMENTS AND OTHER DOCUMENTS