

**MERIDIAN METROPOLITAN DISTRICT  
OPERATING RULES AND REGULATIONS**

**REVISED JUNE 13, 2017**

**Website:**

[www.meridiandistrict.org](http://www.meridiandistrict.org)

**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.

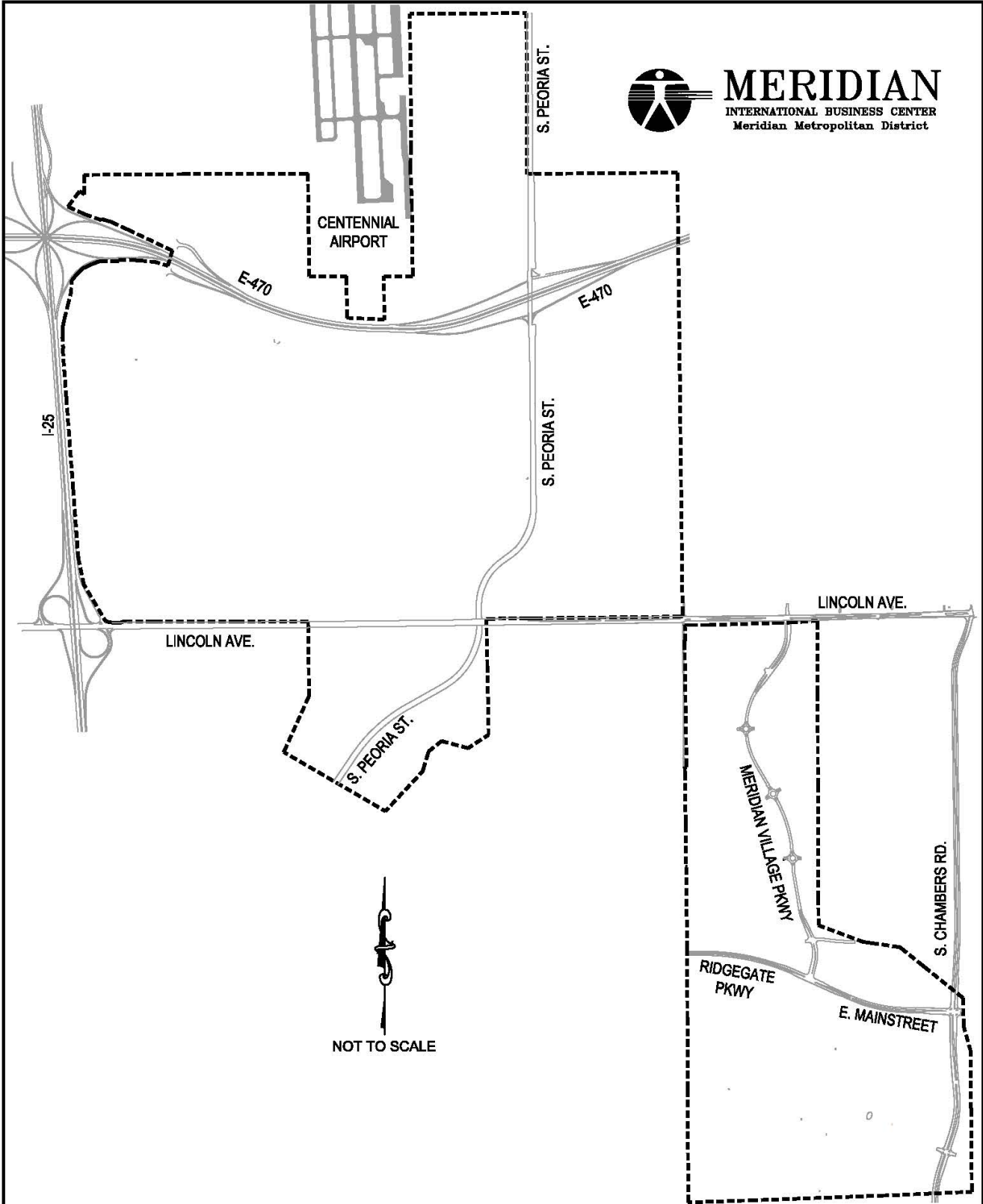
The District has a governing board of five Directors, who meet regularly with the Manager and other retained consultants to manage the District's affairs. This document sets forth the basic operating regulations for the District as established by the Board of Directors and administered by the District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

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

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**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 7/1/17) 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 his 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 sewage 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<sup>E</sup> Fahrenheit (65<sup>E</sup> 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 Architectural 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.



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 sewer system 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 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 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.
- (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 sewer system 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 Detached Residential	170,000 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.
- 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.

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.

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE MERIDIAN METROPOLITAN DISTRICT**

WHEREAS, the Board of Directors (the "Board") of the Meridian Metropolitan District (the "District") met in a regular session on August 6, 2002, at 8:30 am at 5750 DTC Parkway, Suite 200, Greenwood Village, Colorado 80111; and

WHEREAS, continuing extraordinary dry conditions and attendant irrigation demands exist in the state of Colorado; and

WHEREAS, the District may experience shortfalls in its water storage and production; and

WHEREAS, in order to allow the District to maintain an acceptable availability of its water supply in the near and foreseeable future, it is in the best interest of the District and the property owners and residents of the District for the Board to adopt and implement proposed Emergency Water Supply Procedures (the "Procedures") attached hereto; and

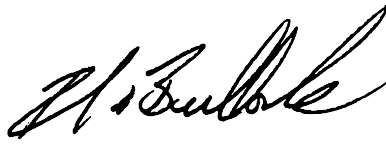
WHEREAS, the Procedures will benefit water users in the District, compliment the statewide effort to support wise water use practices, and affirm the District's commitment to actively encourage its residents to conserve water;

NOW, THEREFORE, BE IT RESOLVED BY THE MERIDIAN METROPOLITAN DISTRICT, THAT:

1. The District hereby adopts the above referenced Emergency Water Supply Procedures.
2. Such Procedures shall be effective immediately.
3. Such Procedures shall become a part of the Rules and Regulations of the District until such time as the Procedures are revised or deleted from the Rules and Regulations.

Adopted and approved this 6<sup>th</sup> day of August, 2002.

MERIDIAN METROPOLITAN DISTRICT

By   
\_\_\_\_\_  
Raymond A. Bullock  
General Manager and Secretary

(S E A L)



## **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 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:            Keep reuse irrigation use at or below annual potable drinking water demand over irrigation season

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

- 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 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 exceed designated allotment re-advising them of allowable operating parameters (see attached sample)
- Use of comparable practices for all District landscaping

**Phase II:            Status:            High Potential of Excessive Irrigation Demand Due to Climate Conditions**

Objective:        Avoid Mandatory Use Restrictions Due to Excessive Demand  
Target:            Keep reuse irrigation use at or below annual potable drinking water demand over irrigation season

- 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 (see attached sample); include reference to DWB irrigation advisory website.
- 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 for PR purposes); minimizes use of “construction” water by contractors; delays any scheduled District landscaping installations (until after August).

**Phase III:**      **Status:**                      **High Potential of Irrigation Reservoir Shortage (ie. Less than 100 AFT Storage Balance in Irrigation Reservoir)**

Objective:                      Avoid Potential for More Severe Irrigation Cutbacks  
 Target:                              Achieve 20% Reduction in Peak Day Irrigation Demand

- Issuance of a notice of initiation of **mandatory irrigation restrictions** including three day week allowable watering cycle (T., Th., S.) maximum 15 minute cycles; restricted nighttime only irrigation hours (6 p.m. – 6 a.m.); progressive fines for violations (see attached sample)
- 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 reference overall supply status reaffirming 300 AF maximum allotment; request voluntary cooperation on water conservation
- District same as Stage II; also stops irrigation of I/25 interchange and designated native areas; restricts watering in park and ball fields to 2 days/week.

**Phase IV:**      **Status:**                      **Reservoir Storage Projected to Fall Below 100 aft Storage**

Objective:                      Avoidance of Termination of Irrigation  
 Target:                              Achieve 50% Reduction in Peak Day Irrigation Demand

- Issuance of a notice of **more stringent mandatory irrigation restrictions** including two day/week allowable watering cycle (Monday and Friday); in addition to all Phase III provisions
- Terminate use of water for new construction, decorative fountains, car washes; delay new landscape installations
- Mandatory April 15 Startup/October 15 Irrigation Shutdown
- Increase fine levels for violation; including termination of irrigation service for continued noncompliance

- Issuance of irrigation notice to Golf Course advising of storage status and mandatory cutback on watering of driving range, practice holes and any native areas
- District goes to same restrictions including termination of irrigation in parks, ball fields

**Phase V:            Status:            High Potential for Potable Service Cutbacks**

Objective:        Avoidance of Potable Service Cutbacks  
 Target:            Achieve 100% Termination Irrigation; Balance Non

Potable Irrigation with Waste Water Effluent Daily Flows for Golf Course

- Termination of all irrigation services\*
- Restrict Golf Course to wastewater reuse inflows; use pump station shutoff to control

**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
- Email alert to all property owners
- 24 hour communication availability to assure property owner access to service restoration status
- Continue to restrict Golf Course irrigation to wastewater reuse flows.

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

Note that as long as potable service is achievable, there will be an equivalent amount of reuse water available for irrigation. The Golf Course, due to being an operating business will be given preference to extent that play can be maintained. Other areas will be allowed the balance on a proportionate basis with attendant irrigation periods allowed. This will be achieved through control on the irrigation pump station.

**Phase I Notice**

**MERIDIAN  
Metropolitan District**

12111 East Belford Avenue  
Englewood, Colorado 80112  
303-779-4550  
303-804-3912

**NOTICE OF IRRIGATION ALLOTMENT OVERAGE**

Addressed to those who have "substantially" exceeded their irrigation allotments

Date

Dear \_\_\_\_\_ :

In reviewing your site irrigation usage through October, we note a significant overrun in your allotment as follows:

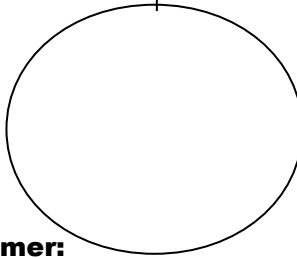
Parcel Annual Irrigation Allotment	_____ Gallons
Use Through October, 2001	_____ Gallons; Overage ___%
Year 2000 Use	_____ Gallons; Overage ___%

As you should be aware, a "surcharge" applies for use in excess of annual allotments. This year your surcharges have amounted to \$\_\_\_\_\_.

The irrigation allotments are based on reasonable average demands for irrigated turf in Colorado. While some overages could be expected to occur with year-to-year seasonal variations, usages at your rate seem to indicate issues with irrigation monitoring and management by landscape maintenance personnel.

The District simply cannot, nor will not, allow a continuation of such overages. We again ask that you review your usages and maintenance practices in this light.

Please be advised that effective January 1, 2002, an even more stringent surcharge will be in effect as shown on the attached rate sheet. Note also that continued overages in excess of 100% of an allocation may result in a termination of irrigation service until acceptable remediation is achieved.



**Dear Customer:**

**Our personnel have observed unnecessary or excessive use of lawn irrigation at this location.**

**Please be advised that all customers are on an annual allocation for water usage. If this allocation is exceeded, the usage billing rate doubles; and if exceeded by over 50% it triples. Year to date usage vs. annual allocations for each customer are provided on your billings.**

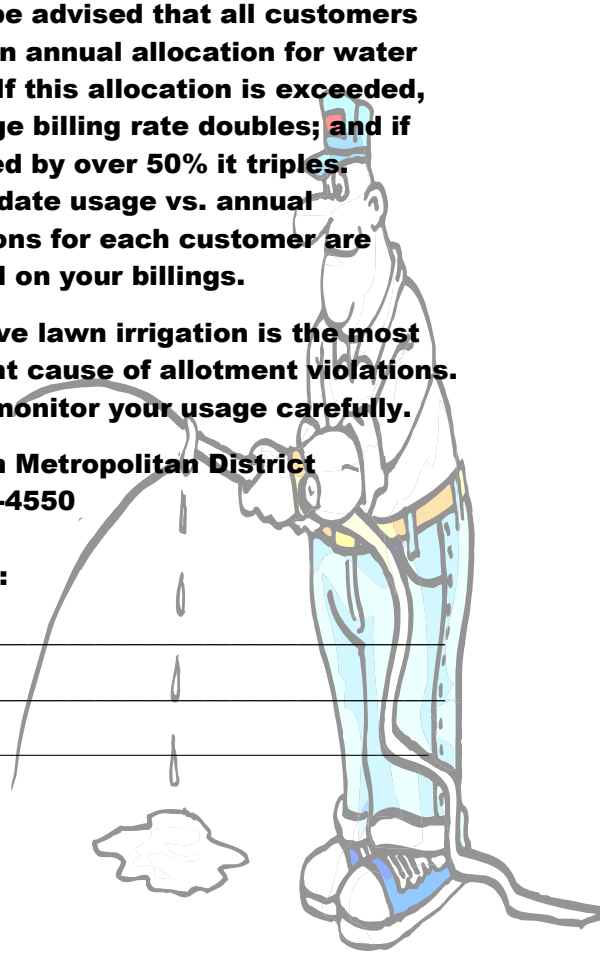
**Excessive lawn irrigation is the most prevalent cause of allotment violations. Please monitor your usage carefully.**

**Meridian Metropolitan District  
303-779-4550**

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

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



## Phase II Alert

# MERIDIAN Metropolitan District

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12111 East Belford Avenue  
Englewood, Colorado 80112  
303-779-4550  
303-804-3912

## NON-POTABLE IRRIGATION WATER CONSERVATION ALERT

Date

Dear Meridian Customer:

As a result of the extremely dry weather conditions this year, many properties have activated their landscape irrigation earlier than usual. Application rates also appear to be running well above normal.

While there is no concern relative to potable water use, we are asking your cooperation in closely monitoring your landscape irrigation to avoid the potential for overtaxing our nonpotable storage reserves.

Please limit your watering schedule to every third day and irrigate only as much as absolutely necessary. Irrigation schedules should be closely monitored and adjusted to accommodate changed weather conditions (for example do not irrigate coincident with a rainfall).

While the District has the authority to impose mandatory irrigation restrictions in the event circumstances dictate, hopefully, with good cooperation and improved weather, this will not be necessary. In the event such restrictions do become necessary, you will receive immediate written notification of the specifics thereto.

Note: Up to date information on turf irrigation needs can be obtained through the Denver Water Board's web site [www.denverwater.org](http://www.denverwater.org)

## Phase III Restriction

# MERIDIAN Metropolitan District

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12111 East Belford Avenue  
Englewood, Colorado 80112  
303-779-4550  
303-804-3912

## NOTICE OF MANDATORY LANDSCAPE IRRIGATION RESTRICTIONS

Date

This is to advise you that, due to the continuing extraordinarily dry conditions this season, and resultant demands on our irrigation storage reserves, effective .....(date) ..... the following mandatory use restrictions will apply until further written notice:

- Landscape irrigation will be allowed only 3 times per week. Permitted irrigation times for your parcel are Tuesday, Thursday, and Saturday only, between the hours of 6 p.m. and 6 a.m.
- Allowable irrigation time per zone is 15 minutes; duplicate cycles or recycling is not permitted during same 24-hour period.
- A fine will be added to monthly billings in the event of a violation (\$50 for single family residential; \$250 for all other accounts). Fines for repeat violations will be doubled for each occurrence.

The District will attempt to remove these restrictions as soon as conditions permit. In the meantime, your cooperation with these water conservation measures during this unusual period will be appreciated.

Meridian Metropolitan District

Note: Up to date information on turf irrigation needs can be obtained through the Denver Water Board's web site [www.denverwater.org](http://www.denverwater.org)

## Phase IV Increased Restrictions

# MERIDIAN Metropolitan District

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12111 East Belford Avenue  
Englewood, Colorado 80112  
303-779-4550  
303-804-3912

## NOTICE OF ADDITIONAL MANDATORY LANDSCAPE IRRIGATION RESTRICTIONS

Date

This is to advise you that due to the continuing extraordinary dry conditions and attendant irrigation demands we are now experiencing shortfalls in our irrigation water storage and production. In order to allow us to sustain some degree of landscape irrigation supply for the balance of this season the following mandatory restrictions are effective immediately:

- Landscape irrigation will be allowed only two times per week. Permitted irrigation times for your parcel are Monday and Friday only between the hours of 6 p.m. and 6 a.m.
- Permitted irrigation times for your parcel are Monday and Friday only, between the hours of 6 p.m. and 6 a.m.
- Allowable irrigation time per zone is 15 minutes; duplicate cycles or recycling is not permitted.
- The following activities are prohibited until further notice: car wash facilities, installation of new landscaping, annual flower planting, decorative fountains
- A fine will be added to monthly billings in the event of a violation (\$100 for single family residential; \$500 for all other accounts). Fines for repeat violations will be doubled for each occurrence

Note: Up to date information on turf irrigation needs can be obtained through the Denver Water Board's web site [www.denverwater.org](http://www.denverwater.org)



## 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 Fax: 303-790-1754

**APPLICATION FOR SITE CONNECTION AND SERVICE**

**APPLICANT:**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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 VILLAGE FILING NO. 7C**

System Development Fee: \$10,000      \_\_\_ YES \$ \_\_\_\_\_      \_\_\_ NO

**SITE DATA:**

Parcel Area (Square Feet)		Building Floor Area (Square Feet)	Gross	Net
Impervious	Open			
Open	_____	Office Retail/Comm.	_____	_____
Irrigated	_____	Warehouse	_____	_____
Non-irrigated	_____	Other (specify)	_____	_____
<b>Sub Total</b>	_____	<b>Sub Total</b>	_____	_____
<b>Total</b>	_____	<b>Total</b>	_____	_____

**SERVICE DATA:**

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

FEE SCHEDULE

<u>Meter Size</u> <sup>(1)</sup>	<u>Connection and Service Fee</u> <sup>(2)</sup> (Gallons)	Min. Monthly Charge/Use	<u>Use Fees</u> <sup>(3)</sup>		
			<u>Potable Water</u>	<u>Sewer</u>	<u>Non-Potable Irrigation</u>
SF Residential	\$18,500	\$12.50/4,000	\$5.85	\$45/month	N/A
MF Residential	\$ 3,900	\$45/8,000	"	\$5.45 <sup>(4)</sup>	\$5.46
Commercial:	\$ 9,500 per acre plus				
1"	\$43,000	\$25/4,000	"	\$5.45 <sup>(4)</sup>	\$5.46
1.5"	\$73,000	\$45/8,000	"	"	"
2"	\$113,000	\$65/12,000	"	" "	"
3"	\$220,000	\$135/24,000	"	"	"
4"	\$333,000	\$265/48,000	"	"	"

**Surcharges apply for usages in excess of the following "allotments":**

**Water:**

<u>Use:</u>	<u>Potable Water</u>	<u>Non-potable Irrigation</u>
Office/retail/other commercial building	20.5 gal/yr/sq. ft. <sup>(5)</sup>	3.74 gal/yr/sq. ft. <sup>(6)</sup>
Restaurant <sup>(7)</sup>	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.
Single family residential	170,000 gal/yr (per unit-detached)	N/A
Multifamily residential	61,750 gal/yr (per unit attached)	3.74 gal/yr/sq. ft.

The surcharge rate for exceeding the above allotments is: up to 50% overage...@ 2X applicable rate  
in excess of 50% overage...@3X applicable rate  
in excess of 100% overage...@5X applicable rate (irrigation only) or; termination of irrigation (only) service until reconciliation

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

**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:**

- <sup>(1)</sup> Based on potable water meter
- <sup>(2)</sup> This is a one-time fee payable prior to connection and is inclusive of potable water, sewer, and, where applicable, non-potable irrigation services
- <sup>(3)</sup> Monthly fees, per thousand gallons
- <sup>(4)</sup> Sewer fees based on potable water consumption
- <sup>(5)</sup> Based on net floor area of building with potable service
- <sup>(6)</sup> Based on gross land area of parcel with building with potable service
- <sup>(7)</sup> With independent tap and meter

**SITE CONNECTION AND SERVICE FEE:**

Potable meter	=	\$ _____	Check Received By _____
_____ Acres @ \$9,500	=	\$ _____	Check Number _____
Total Fee Due	=	\$ _____	Check Date _____

Any future property or connection alterations, expansions or reactivations after more than one year in activity may 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.

Not Valid unless District Seal is applied.

Meridian Metropolitan District  
By \_\_\_\_\_  
As General Manager  
Dated \_\_\_\_\_

Note: The District requires 48 hrs. notice prior to a service connection being made. MMD Connection and Service Application



**Design Control Committee  
Meridian International Business Center**

**LANDSCAPE IRRIGATION DEMAND CERTIFICATION**

**PROJECT:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Owner \_\_\_\_\_  
 DCC Site Plan Approval date \_\_\_\_\_

**IRRIGATION DEMAND:**

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

**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 adj to lots	_____		_____	
total	_____	_____	_____	_____
Non Potable Reuse: (parks/open space)				
irrigated	_____	_____***	_____	_____
non irrigated	_____			
total	_____			

\* Potable; sfr = 170,000 gal/yr/unit; mfr = 95,000 gal/yr/unit both inclusive of adj 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: \_\_\_\_\_

Show 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:** \_\_\_\_\_

**2014 Rate is \$10.56/1,000 gallons to 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: \_\_\_\_\_

**Meridian Metropolitan District**  
5750 DTC Parkway, Suite 200  
Greenwood Village, Colorado 80111  
Phone: 303-773-1700 Fax: 303-740-6954

**APPLICATION FOR TEMPORARY USE OF FACILITIES**

**APPLICANT:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

**CERTIFICATION:**

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

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

**FACILITY USE DATA:**

Description of facility area requested for use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (use attached map to show location)

Description of activity: \_\_\_\_\_  
\_\_\_\_\_

Dates requested: \_\_\_\_\_

What time will the "use" be activated? \_\_\_\_\_ Time discontinued? \_\_\_\_\_

Estimated number of participants: \_\_\_\_\_ Spectators: \_\_\_\_\_

Comments: \_\_\_\_\_

**CONDITIONS TO THE PERMIT:**

\_\_\_\_ Certificate of Insurance must be provided by an AX (A ten) or better company as rated in the Best Guide; required coverages are: Commercial General Liability — \$1,000,000; Automobile Liability — \$1,000,000; Workers Compensation, Coverage A statutory, Coverage B — \$500,000; Liquor or Host Liquor Liability of \$1,000,000 under an umbrella policy if alcohol is to be served; the following entities are to be named as additional insureds: MERIDIAN METROPOLITAN DISTRICT, AND \_\_\_\_\_

(CERTIFICATE MUST BE SUBMITTED NO LATER THAN TWENTY (20) DAYS PRIOR TO THE SCHEDULED USE).

- |   |  |
|---|--|
| ____ Sanitation _____                             | ____ Sprinkler System needs _____                |
| ____ Litter Control/Clean-up _____                | ____ Power Needs _____                           |
| ____ Traffic Control _____                        | ____ Notification of City/County Officials _____ |
| ____ Parking _____                                | ____ Heavy vehicles/equipment _____              |
| ____ Security _____                               | ____ Fees _____                                  |
| ____ Release of Liability & Indemnification _____ | ____ Damage Deposit _____                        |
| ____ Sound Systems _____                          | ____ Lighting _____                              |
| ____ Other _____                                  |  |

**Meridian Metropolitan District**  
**APPLICATION FOR TEMPORARY USE OF FACILITIES**

**COMPLETE RELEASE AND AGREEMENT TO INDEMNIFY AND DEFEND**

**RECITALS:** The Undersigned desires and Meridian Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, permits the Undersigned to temporarily occupy property located in the Meridian International Business Center (the "Property") on \_\_\_\_\_, \_\_\_\_\_ subject to the terms and conditions as herein defined.

**AGREEMENTS:** In consideration for use of the Property, the Undersigned hereby 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 Meridian Metropolitan District, their successors and assigns, and their owners, directors, officers, employees, managers and agents (all collectively denominated "District") from any claims, causes of action, damages, losses, liabilities and demands of any nature including 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 District or otherwise.
2. **Indemnification and Agreement to Defend.** The undersigned also undertakes and agrees to indemnify District against all liabilities, losses and damages of any nature from claims, demands, costs, judgment or other expenses (including without limitation attorneys' fees and costs incurred) arising out of the Undersigned's participation in the Event. In addition, should District 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 any and 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.

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.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**AUTHORIZATION:**

Meridian Metropolitan 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.

**FOR MERIDIAN METROPOLITAN DISTRICT USE ONLY**

\_\_\_\_\_ Certificate of Insurance submitted and approved

\_\_\_\_\_ Site Plan attached

**APPLICATION APPROVED BY MERIDIAN METROPOLITAN DISTRICT**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_



**Meridian Metropolitan District**  
5750 DTC Parkway, Suite 200  
Greenwood Village, Colorado 80111  
Phone: 303-773-1700 Fax: 303-740-6954

**TEMPORARY USE OF FACILITIES**  
**INSURANCE REQUIREMENTS**

Meridian Metropolitan District is pleased to provide its facilities for your use. As a condition of use, however, we require you to provide us with evidence of insurance. Our insurance requirements are listed below:

Your insurance company must be rated AX (A ten) or better in the "Best Guide".

Commercial general liability policy		<u>Coverage</u> \$ 1,000,000
Automobile liability:	to cover all vehicles, whether owned or hired or non-owned	\$ 1,000,000
Workers compensation:	Coverage A Coverage B — employer's liability	Statutory \$ 500,000
Liquor or host liquor liability:	if you are planning to serve liquor at the function	\$ 1,000,000
Umbrella liability		\$ 1,000,000

We must receive your certificate of insurance **NO LATER THAN TWENTY (20) DAYS PRIOR** to your scheduled event.

The following entities are to be included in your coverage as additional insureds for your event (including set-up and clean-up):

**Shea Colorado, LLC, d/b/a/ Meridian International Business Center**  
Meridian Metropolitan District



**MERIDIAN METROPOLITAN DISTRICT**

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

**CONDUIT USE FEE/SCHEDULE**

**1/1/2017**

Access Fee: \$8.67 lineal. ft.; inflated annually based on CPI\*; one-time payment up front.

Annual operation/maintenance/replacement fee: \$1.74 lineal ft.; inflated annually; payable annually in advance; due January 1 of effective year.

Minimum lease: 10,000 lineal feet

\* July of 2016

**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: \***

LOCATION #1 \_\_\_\_\_  
 DATE OF LAST CLEANING \_\_\_\_\_  
 CURRENT CONDITION \_\_\_\_\_  
 PROPOSED REMEDIAL ACTION \_\_\_\_\_

LOCATION #2 \_\_\_\_\_  
 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

**MERIDIAN METROPOLITAN DISTRICT**

12111 East Belford Avenue  
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.*

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

APPROVED:

\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_. 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 \_\_\_\_\_, 20\_\_\_\_.

**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]

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

1. ENGINEERING STANDARDS: POTABLE WATER.....42  
2. ENGINEERING STANDARDS: SANITARY SEWER.....44  
3. ENGINEERING STANDARDS: NON-POTABLE IRRIGATION.....45  
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5. ENGINEERING STANDARDS: DATA ACQUISITION/METERING.....48  
6. ENGINEERING STANDARDS: STREETS, TRAFFIC CONTROL, LANDSCAPING.....49

SPECIFICATIONS

See Utility Details Manual online at [www.meridiandistrict.org](http://www.meridiandistrict.org)

for:

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

7. ENGINEERING STANDARDS: TYPICAL STREET / ROW XSEC DETAILS.....51

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

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	2000 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

Lift Stations	A	B	C	D	E	F	G
Design flow (gpm)	1600	100	1,400	275	940	550	1440
Dynamic head (ft)	105	31	90	60	110	130	135
Pump efficiency	79	50	76%	35%	75%	68%	86%
		%					
Wet well (gal)	3750	282	2@9,700 ea	2000	2000		206,500 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 169.6 GPD
  4. Multi Family Residential Unit 125.0 GPD
- Peak Daily Flow Factors  
 1&2 – 3.0  
 3&4 – 3.65/  
 (Average Daily Flow MGD) 0.17

Pipe

Minimum Slope 0.5%  
 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	4500 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. MVMD Supply

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. MVMD Distribution

Pump Station

Maximum Output

Pumps

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 (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.org](http://www.meridiandistrict.org)

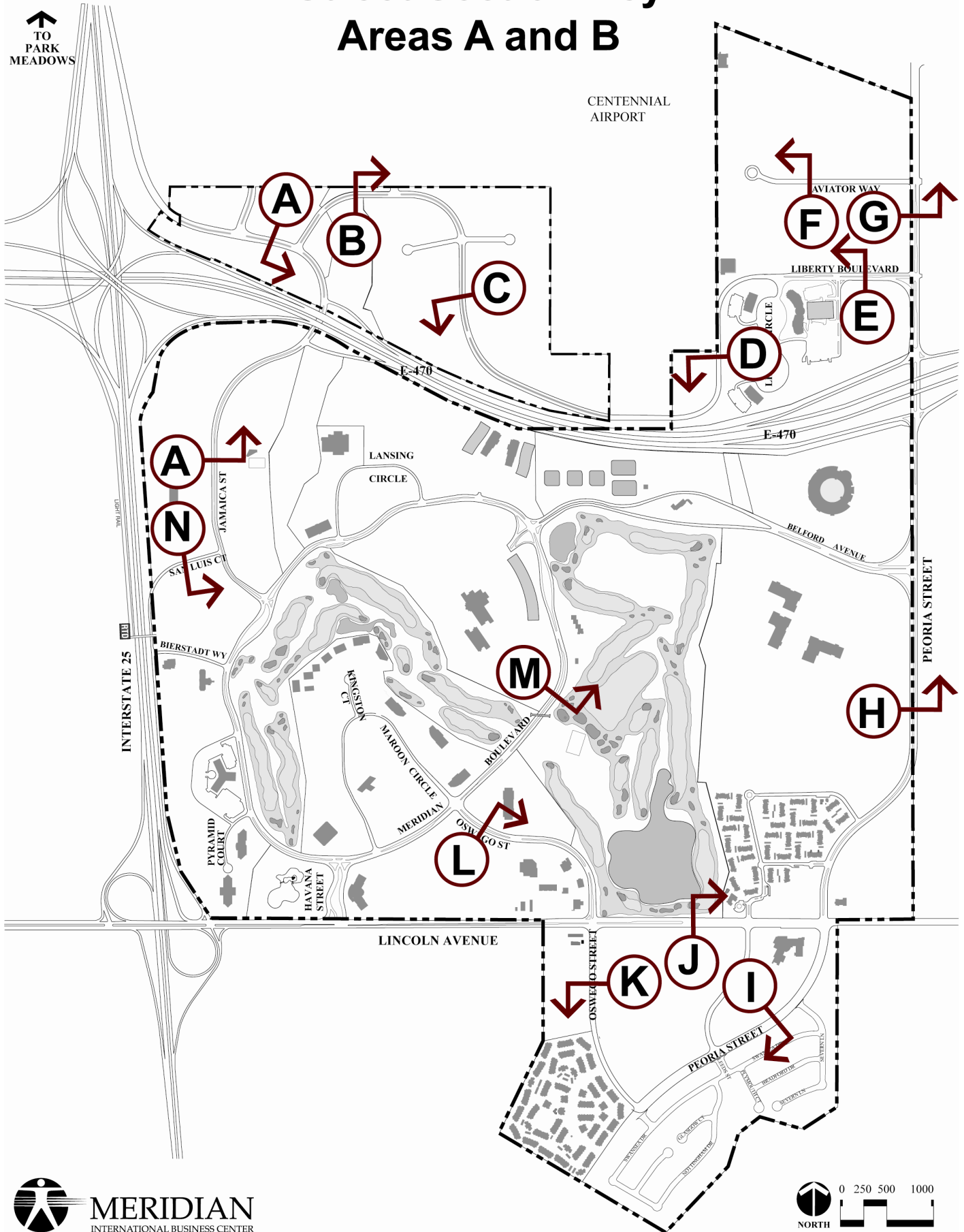
or at the District Office

SECTION 7  
ENGINEERING STANDARDS:  
TYPICAL STREET / ROW XSEC DETAILS

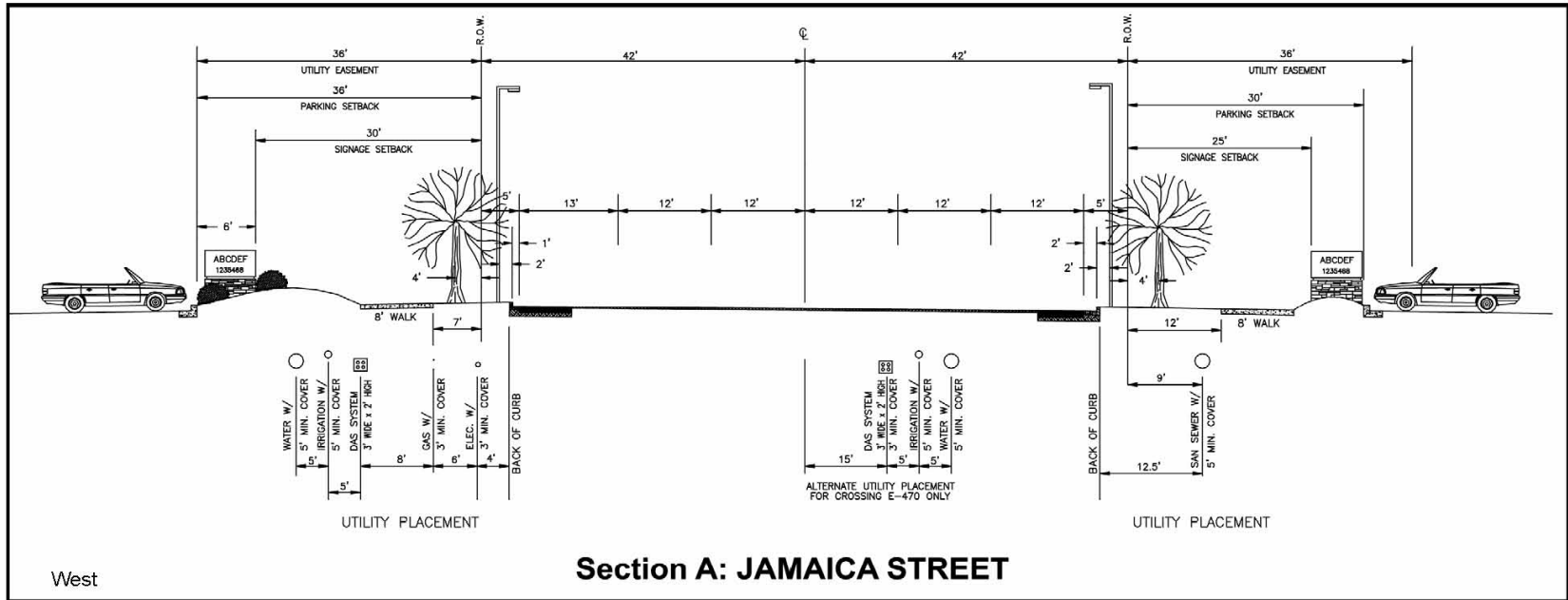
# Street Section Key Areas A and B

↑  
TO  
PARK  
MEADOWS

CENTENNIAL  
AIRPORT



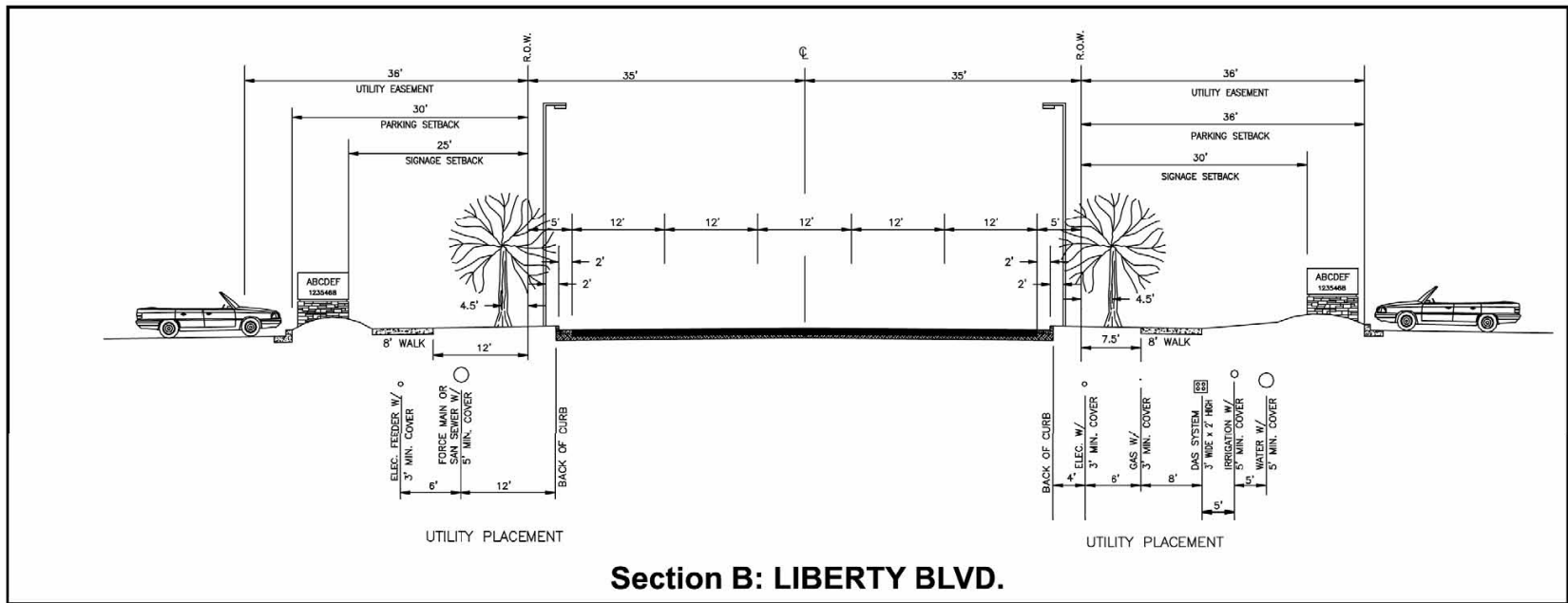




West

West

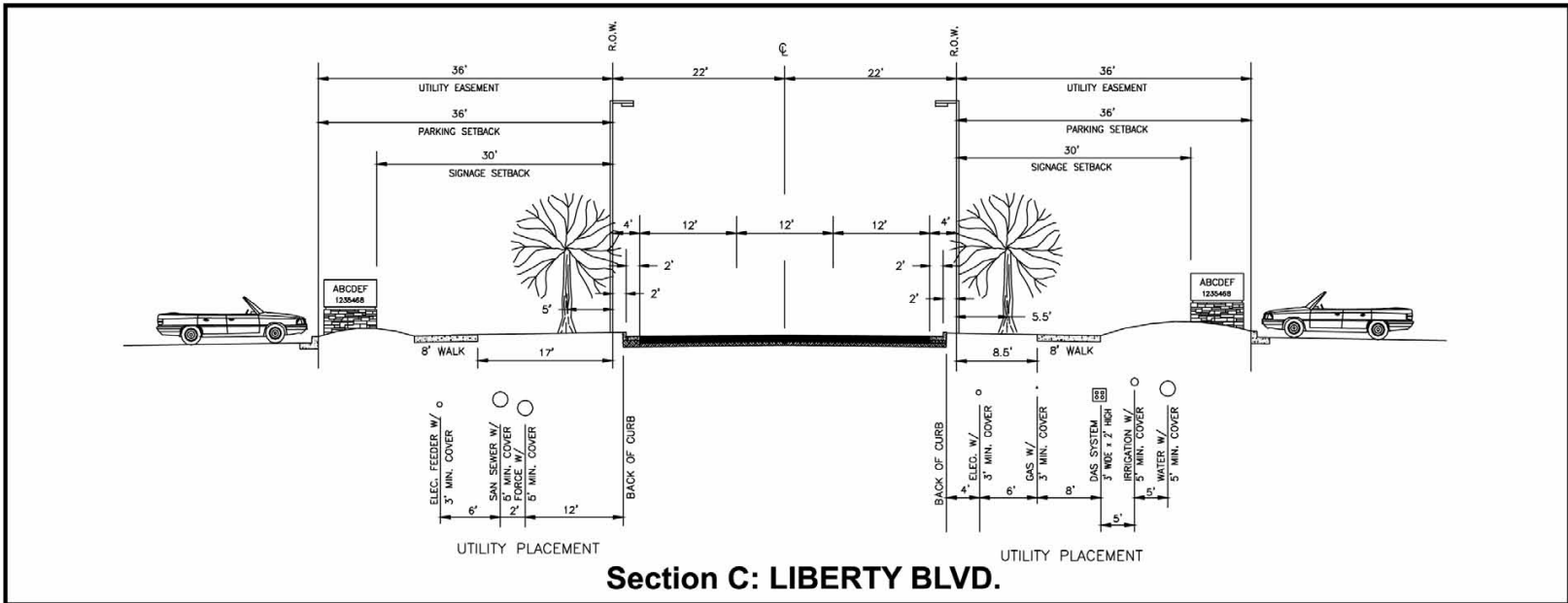
**Section A: JAMAICA STREET**



South

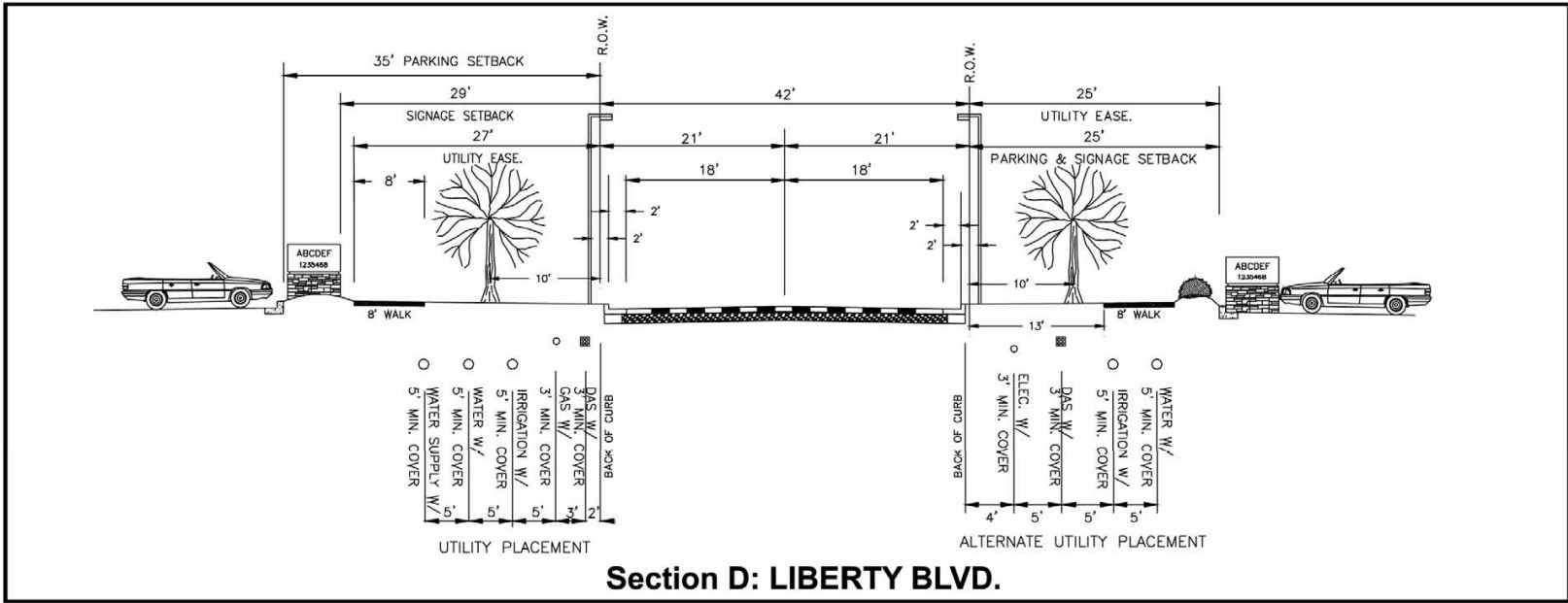
**Section B: LIBERTY BLVD.**

West



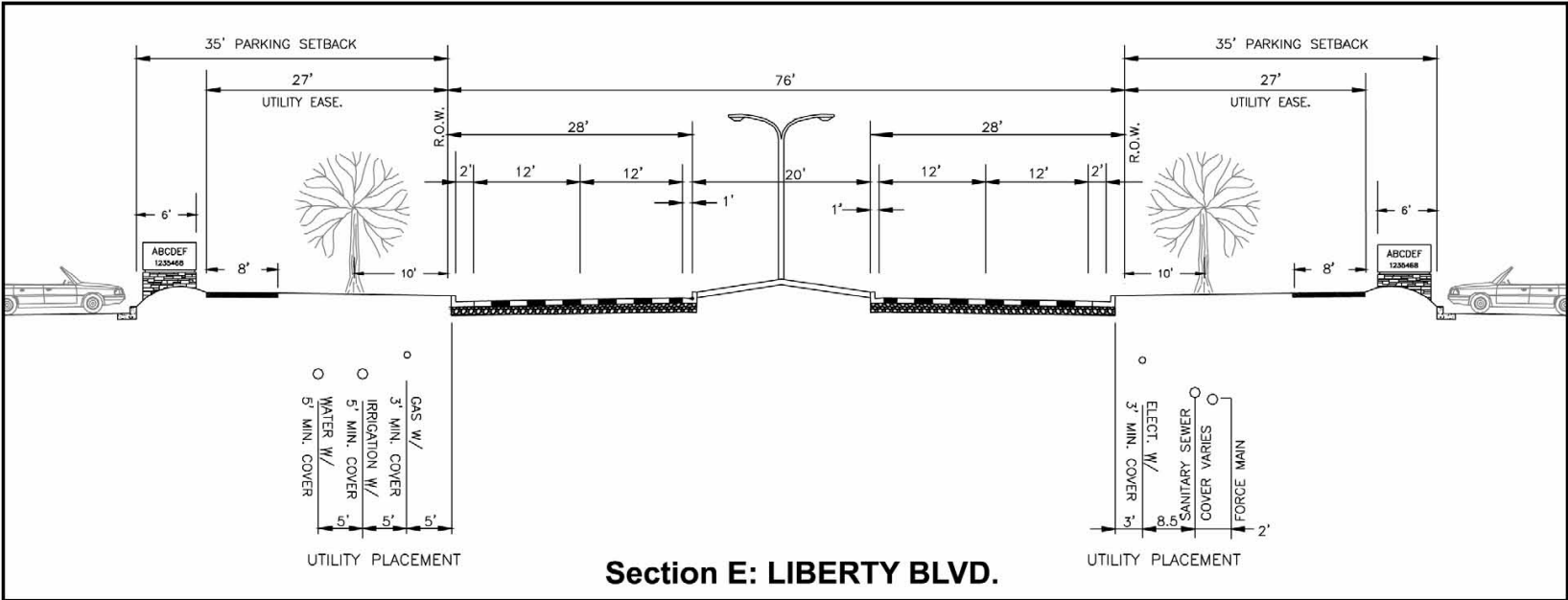
**Section C: LIBERTY BLVD.**

West

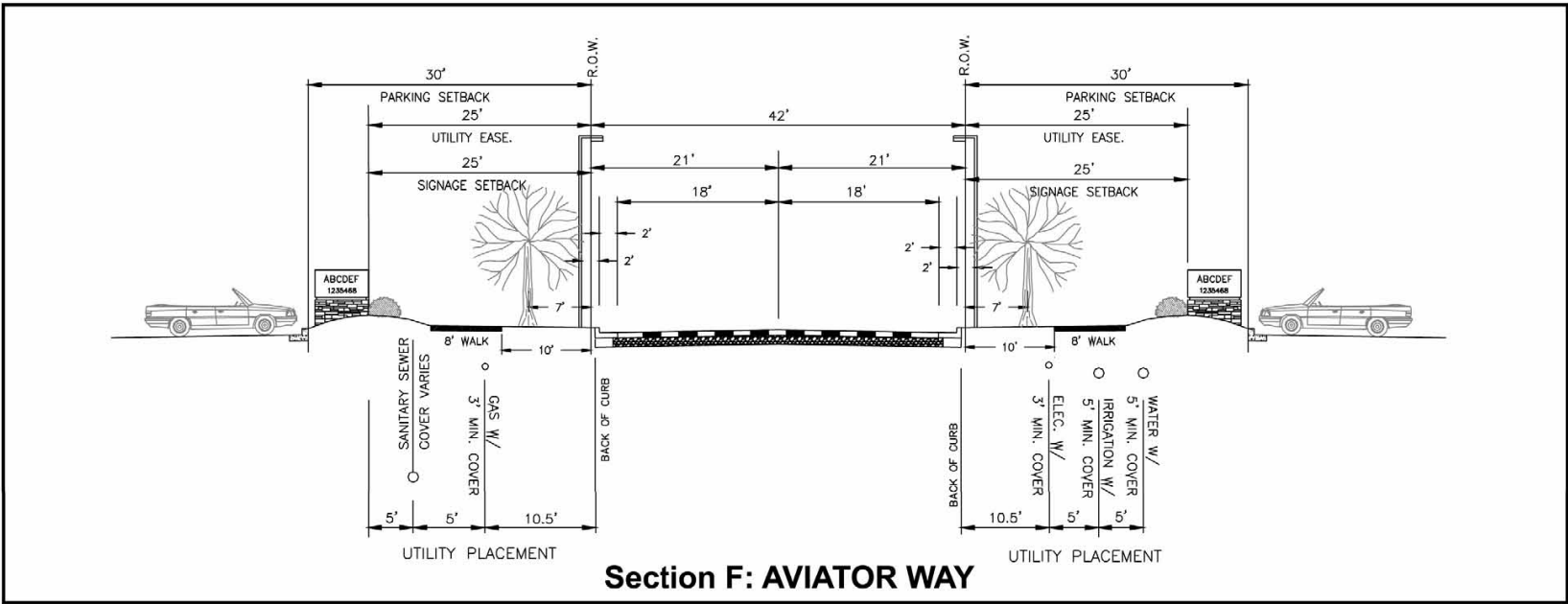


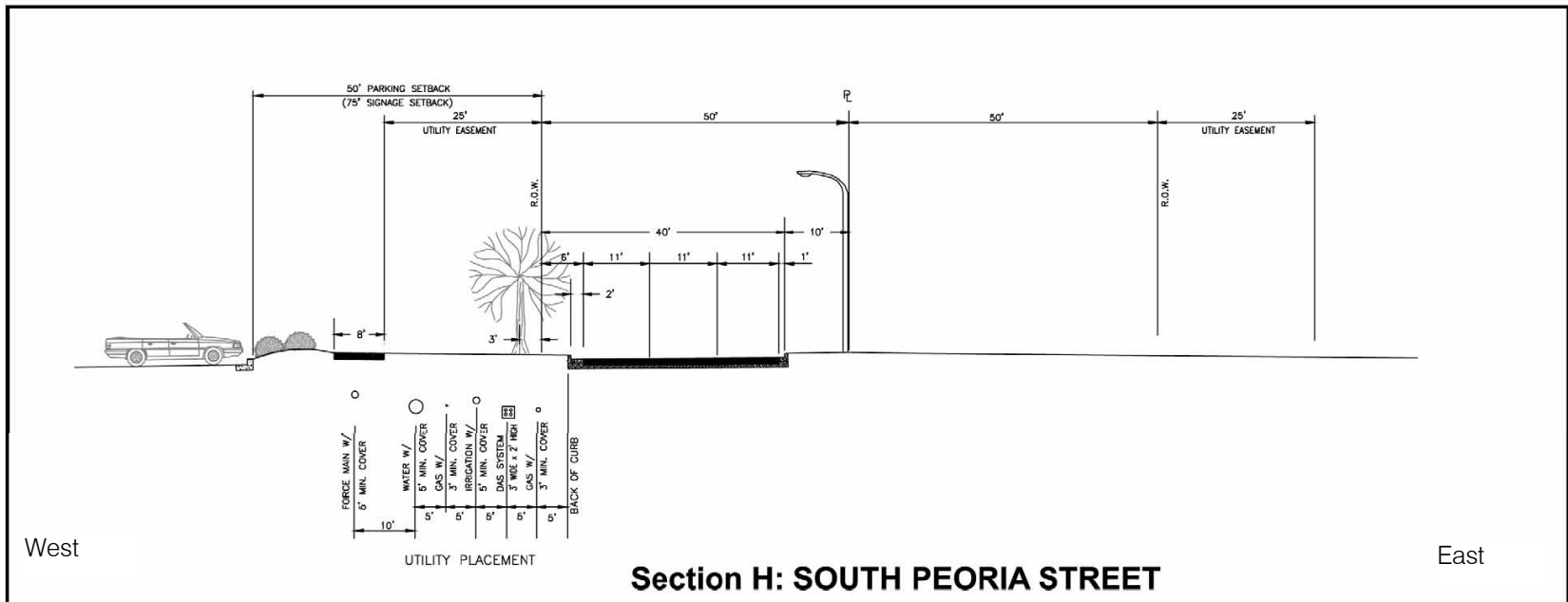
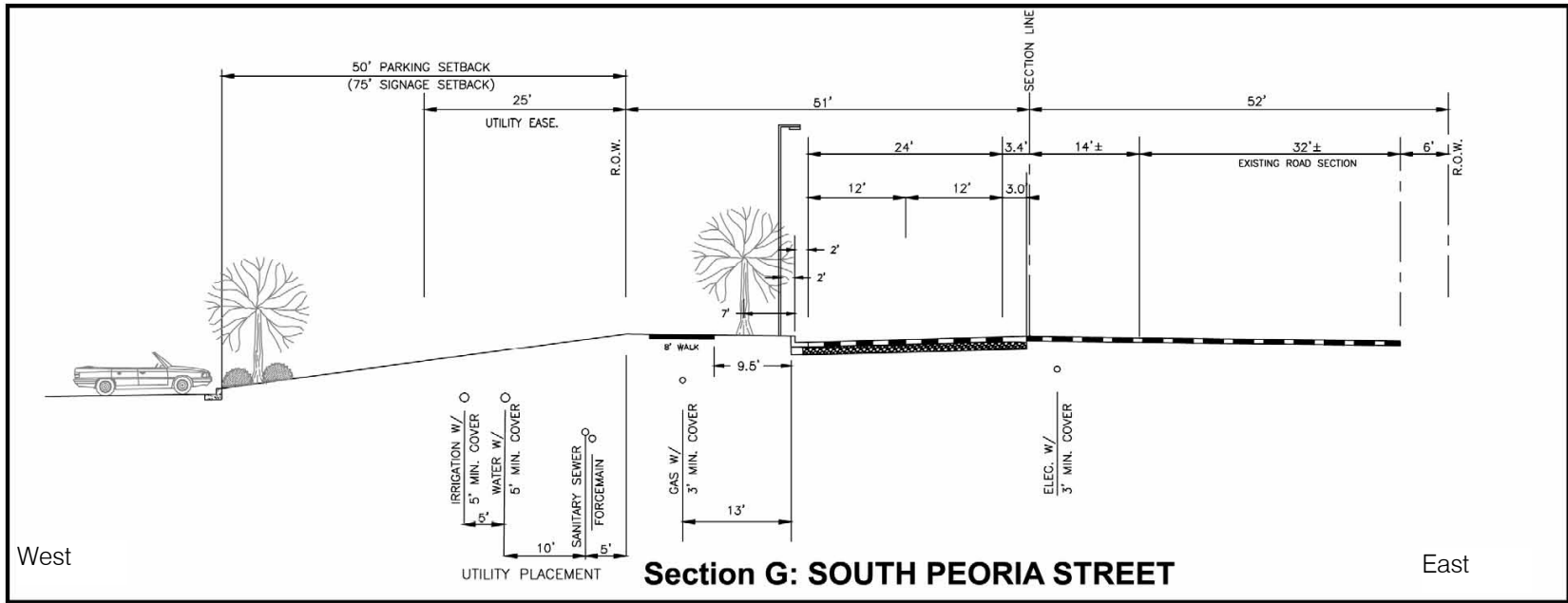
**Section D: LIBERTY BLVD.**

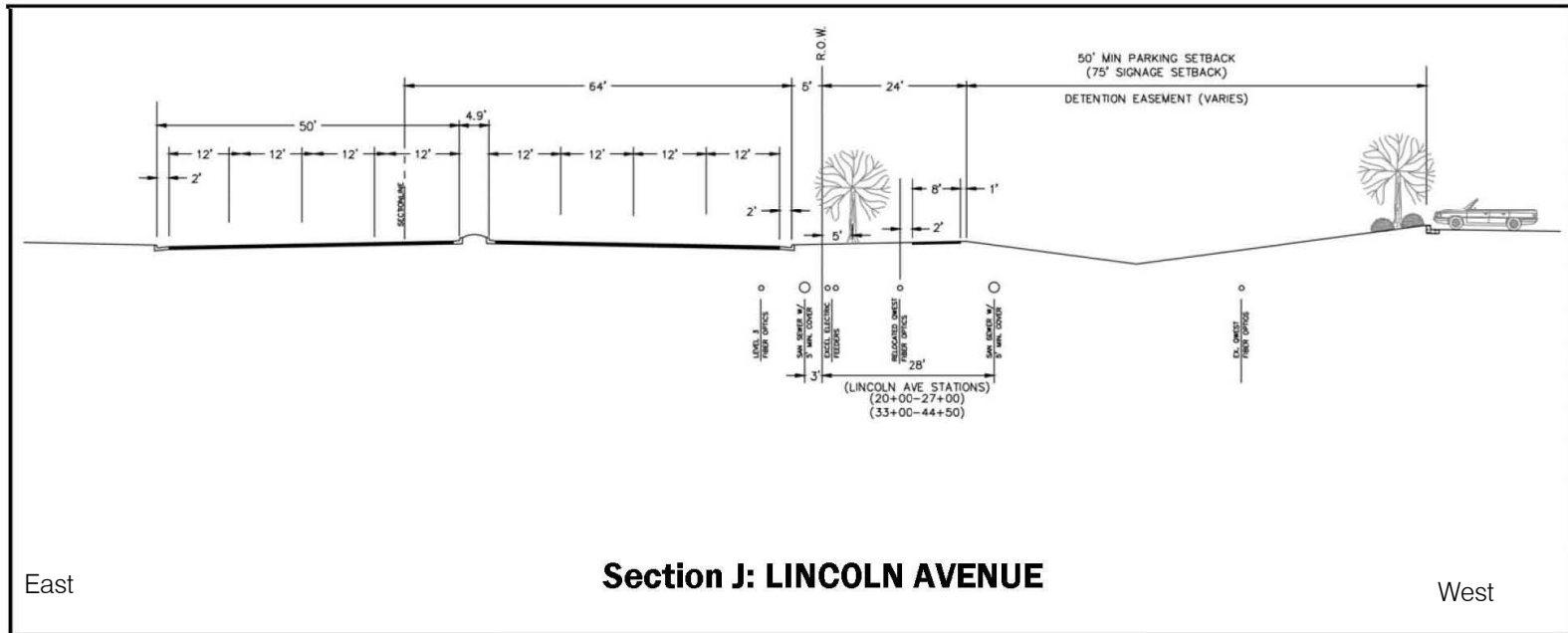
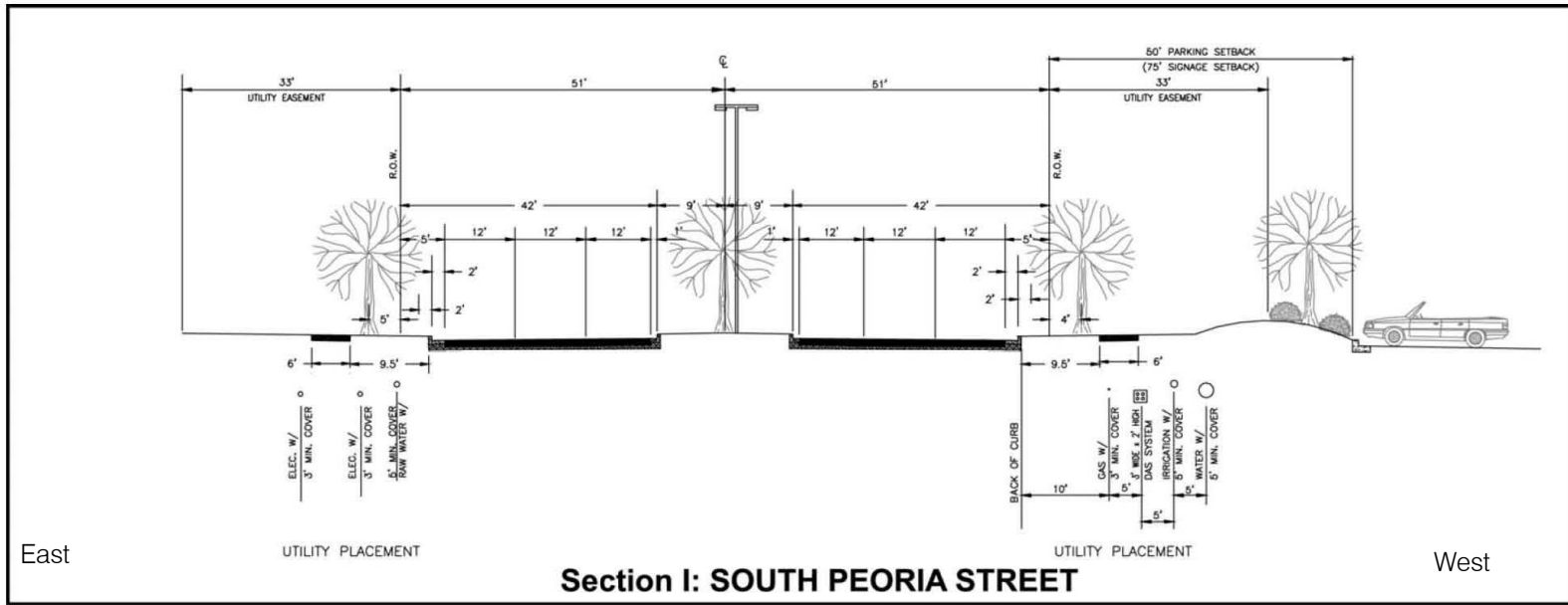
North

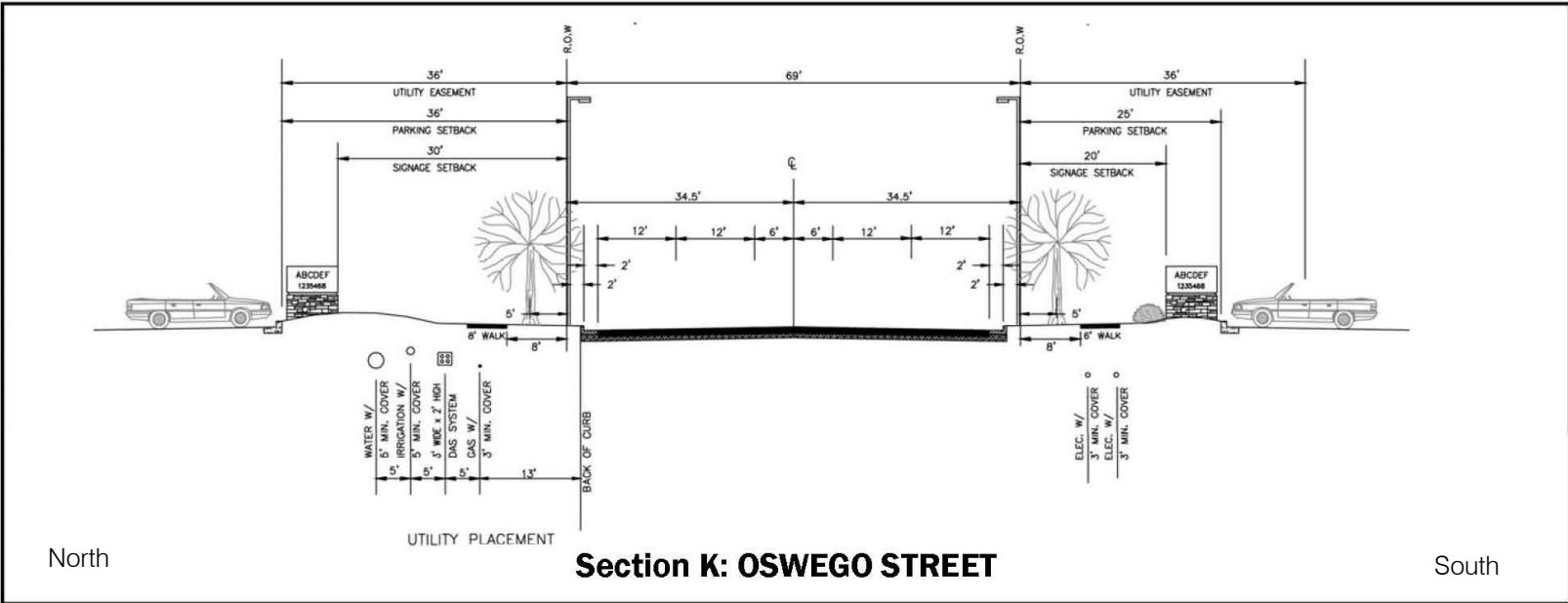


North

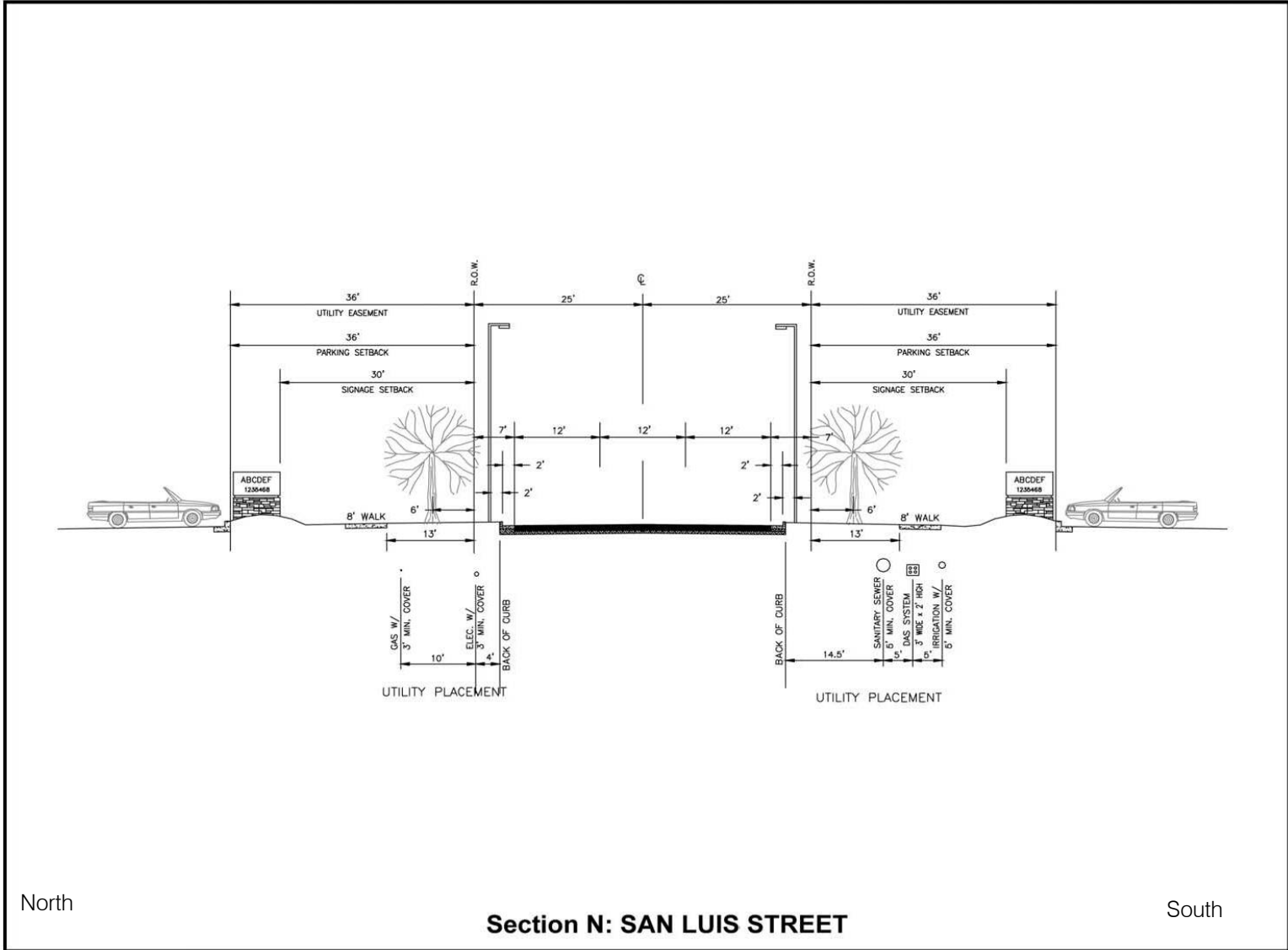












North

**Section N: SAN LUIS STREET**

South



E. STANDARD FORM OF EASEMENTS

**EASEMENT AGREEMENT  
(to District)**

[NAME OF GRANTOR AND ADDRESS] (“Grantor”), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Meridian Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 12111 East Belford Avenue, Englewood, Colorado 80112 (“District”), its successors, assigns and licensees, a perpetual and exclusive easement (“Easement”) in, through, on, above, under and across that parcel of real property described in Exhibit A hereto (“Easement Area”) for the purpose of allowing the District to undertake any and all activities that the District is legally entitled to undertake (“Activities”) in connection with the construction, operation, maintenance, repair, replacement or removal, as may be necessary, appropriate or convenient, of potable and nonpotable water lines, sanitary sewer lines, storm sewer lines, access improvements, signage, and all associated equipment and appurtenances [this list may be modified to suit the purpose of the easement] (“Improvements”) in the Easement Area, subject to the following terms and conditions:

**1. Grantor Rights**

a. Grantor shall have the right to continue to use the Easement Area in connection with Grantor’s use and occupancy of the real property owned by Grantor (“Grantor’s Property”), of which the Easement Area is a part, and to make such continued use and improvements of, on or to the Easement Area as is consistent with Grantor’s primary use of the Grantor’s Property; provided however if such continued use or improvements by Grantor will or may interfere with present or future District Activities or Improvements, Grantor will limit such continued use or improvements in such manner or degree as the District may require.

b. Grantor may transfer or assign its rights to this Easement or the Easement Area to any successor to Grantor and to any purchaser of or lender encumbering Grantor’s interest in Grantor’s Property, subject to the limitation that such transfer or assignment shall be subject to the District’s rights thereunder.

c. Grantor shall not grant to third parties additional easements or licenses or otherwise allow any use of or improvements to all or any portions of the Easement Area without first obtaining the specific written approval and consent of the District which the District may in its sole discretion grant or deny.

d. Grantor shall not excavate or fill, construct, place, plant, remove or replace any temporary or permanent improvement, structure, building or deep rooted shrub, plant or tree, in, on or under any part of the Easement Area or take any action which would impair the lateral or subjacent support for the Improvements, without first obtaining the specific written approval and consent of the District which the District may in its sole discretion grant or deny.

e. If in violation of the restrictions or limitations on Grantor’s Rights described above, Grantor uses or makes improvements on or to the Easement Area, or allows others to do so, which do or may interfere with or duplicate District’s Activities or Improvements, Grantor shall cease or remove the same or cause the third party to cease or remove the same, upon written demand by the District. Failure to do so shall, without more, grant to the District, in addition to such other remedies District may have available thereunder or under law, the right to engage in “self help” actions to cease and/or cause the removal of the violating use or improvements. The reasonable cost of such “self help” actions shall be an obligation of Grantor to be paid by Grantor to District upon demand by District, and shall be considered a penalty assessed by the District pursuant to Section 32-1-1001(1)(j), and until paid shall be a perpetual lien upon the Grantor’s Property which may be foreclosed in the manner provided by law.

f. The execution of this Easement does not create any right in Grantor or obligation on District to own, operate or maintain facilities for or provide services to or on account of Grantor.

g. If it is contemplated that the initial Activities and construction of the Improvements will be undertaken by the Grantor, then in that event:

- (1) The Grantor shall have the right to undertake the Activities, and to construct and

install the Improvements, provided that prior to commencement of any construction or installation Grantor shall have (1) submitted to and obtained prior written approval from the District of “preliminary” drawings of the proposed Improvements, such drawings to contain such detail and information of the Improvements and their construction and installation as the District may require, and (2) complied with all requirements of the Design Control Committee of the Meridian International Business Center. Grantor shall pay or cause to be paid all costs of the Improvements when they are due, so that no lien or claim can or will be made against the District, or any land owned by the District or the Easement Area. Subsequent to construction or installation Grantor shall submit to the District “as built” drawings containing such details and information as the District may require, together with a certificate from an engineer or surveyor acceptable to the District indicating that the Improvements were constructed or installed as shown on the preliminary plans and are within the Easement Area only. If they do not comply, or if during construction and installation other improvements located in the Easement Area are damaged, the District may require Grantor, at Grantor’s sole cost and expense, to make such changes, repairs and corrections, including removal and reconstruction or reinstallation of the Improvements as the District, in the exercise of its sole discretion may determine are necessary.

(2) Grantor shall have the right to utilize its employees and, if approved in writing in advance by the District, third parties, to conduct the Activities, and to construct and install the Improvements. Such employees and third parties shall have reasonable access to the Easement Area in connection with their activities.

(3) If Grantor wishes to reconstruct, remove, replace, relocate or otherwise modify the Improvements, Grantor shall comply again with the requirements of 1. g. (1), above, as respects such removal, reconstruction, replacement, relocation or modification.

(4) Subject to obtaining the prior specific written approval of the District, which the District in its sole discretion may grant or withhold, Grantor may transfer or assign its rights under this subsection 1.g. to a third party whose rights hereunder shall be subject to the same limitations, restrictions and obligations as Grantor.

(5) Unless specifically approved through the District’s approval of the plans as described above, Grantor shall not place, construct, or allow to remain any utility lines, or any ancillary or other improvements, above the surface of the Easement Area, except (a) on a temporary basis during the maintenance, repair or replacement of the Improvements, and (b) manhole covers, handholds or other equipment which are flush with the surface of the ground.

(6) Grantor shall keep all and every part of the Easement Area and adjoining property free and clear of any and all mechanic’s, materialmen’s and other liens for or arising out of or in connection with Grantor’s Activities and/or Improvements on, in or about the Easement Area. Grantor shall promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall hold the District harmless against all such liens and claims of liens and suits or other proceedings pertaining thereto.

## **2. District’s Rights.**

a. This is a private and exclusive easement in favor of the District. No third party shall have any right of access to the Easement Area or right to undertake any Activities or use any Improvements unless the District agrees in writing to allow the same which District may in its sole discretion grant or deny.

b. Grantor warrants that it has full right and lawful authority to make the grant herein described free and clear of all liens, taxes, assessments and encumbrances of any kind. Grantor promises and agrees to defend District in the exercise and enjoyment of District’s Rights against any defect in Grantor’s title to the Easement Area and Grantor’s right to make the grant herein described. Notwithstanding the foregoing, this Easement is granted subject to all easements, rights-of-way, encumbrances, reservations, restrictions and the lien for ad valorem taxes of record prior to the date of this Easement.

c. In connection with undertaking Activities, or creating, constructing, installing or using Improvements, District, its employees, contractors, agents and third parties engaged by District and its licensees,

assigns and successors, (1) shall have all reasonable right of access to the Easement Area, (2) shall enjoy the right of subjacent and lateral support to the extent reasonably necessary or desirable, (3) may undertake any and all reasonable activities and actions including but not limited to survey, construction, installation, operation, maintenance, repair, monitoring, use, control, replacement, enlargement, contraction, removal and/or abandonment, and with respect to any landscaping to plant, irrigate, fertilize, trim, maintain, replace and/or remove the same, and (4) may temporarily use so much of Grantor's Property adjacent to the Easement Area as is reasonably necessary to undertake the Activities and to construct or make the Improvements.

d. District may transfer, assign, and/or license all or any part of District's rights and interests thereunder to (1) any local governmental entity, any public or private utility or communication or transportation service provider, (2) any successor to District, and (3) any third party who will independently or join with District in undertaking or participating in Activities.

3. **Restoration.** If either the Grantor or the District in the exercise of their respective rights hereunder shall disturb the surface of the Easement Area or damage the Improvements, or if the District disturbs or damages the Grantor's Property, then the party responsible for such disturbance or damage shall, at its sole cost and expense and to the extent reasonably possible, promptly and properly restore the Easement Area, the Grantor's Property, or the Improvements to their condition prior to such disturbance or damage.

4. **Breach, Termination or Abandonment**

a. In the event of a breach of any provision of this Easement written notice of the breach, which shall include a reasonably specific description of what constitutes the breach and what corrective action or cure is required by the party giving the notice, shall be given by the non-breaching party. If within thirty [30] days after receipt of such written notice, the breaching party has not cured the breach, or if cure cannot be reasonably accomplished within thirty [30] days, has not commenced what curative measures are possible and is not prosecuting the same to timely completion in a commercially reasonable manner, the non-breaching party may, in addition to such contractual remedies as may be available, ask a court of competent jurisdiction to make a temporary and/or permanent restraining order, or an order for specific performance to compel the breaching party to perform in accordance with the terms and conditions hereof.

b. If during the term of the Easement District elects to abandon the Improvements, District shall have the option to remove, or to leave in place, the Improvements. If removal is the selected option, District shall have the Restoration obligation provided in "3. Restoration" above. Removal and restoration shall be accomplished in a timely and commercially reasonable manner. Failure to use the Improvements for an extended period shall not constitute an abandonment unless the District acknowledges in writing it has abandoned the Improvements. Abandonment of the Improvements shall not affect, nor interrupt the Grantor's then established right to receive District services in accordance with the District's rules, regulations, policies and procedures.

5. **Insurance.** The District and Grantor shall insure themselves separately against liability, loss and damages arising out of the Activities and the existence, use or operation of the Improvements.

6. **Notices.** Any notice, demand or election under this Easement Agreement shall be in writing and shall be given in person or by means of telecopy or mailed by registered or certified mail, addressed as follows:

If intended for Grantor, to:

With a copy to:

If intended for District, to:

Meridian Metropolitan District  
12111 East Belford Avenue  
Englewood, Colorado 80112  
Attn: General Manager  
Telecopier No. (303) 740-6954

or as otherwise provided by notice given as herein provided. All notices, demands or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph

7. **Binding Effect.** Each and every one of the benefits and burdens of this Easement Agreement shall inure to and be binding upon the successors and permitted assigns of the District and the Grantor.

8. **Entire Agreement and Amendments.** This Easement Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between the District and Grantee with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by both the District and the Grantor.

9. **Governing Law.** This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

10. **Severability.** Invalidation of any of the provisions of this Easement Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Easement Agreement.

11. **No Third Party Beneficiaries.** It is the intent of the parties hereto that no third party beneficiary interest is created in this Easement Agreement. The parties hereto are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions.

12. **No Waiver of Governmental Immunity.** The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Easement Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 et seq as the same may be amended.

13. **Venue.** Venue for any legal action relating to this Easement Agreement shall lie in the District Court in and for the County of Douglas, Colorado.

14. **Appropriation.** All financial obligations of the District under and pursuant to this Easement Agreement are subject to prior appropriations of monies expressly made by the District for the purposes of this Easement Agreement.

15. **No Personal Liability.** No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the other party under any term or provision of this Easement Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Easement Agreement.

(Easement to Meridian Metropolitan District by \_\_\_\_\_)

In Witness hereof, the undersigned have executed this Easement Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

**DISTRICT:**

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

**ATTEST:**

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ as authorized signatory of \_\_\_\_\_  
\_\_\_\_\_, Grantor.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

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

State of Colorado )  
 )  
County of \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as President and \_\_\_\_\_ as Secretary of  
Meridian Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

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

EXHIBIT A

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Meridian Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 12111 East Belford Avenue, Englewood, Colorado 80112, ("Licensor"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration received by each of the parties hereto, the receipt and adequacy of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

### 1. License and Licensed Property

(a) Licensor does hereby grant unto Licensee a license to enter upon those portions of Licensor's easements in Douglas County, Colorado shown on Exhibit A hereto ("Licensed Property"), for those purposes (the "Activities") and/or the installation and use of those improvements (the "Improvements") which are specifically described and only those specifically described in this License and its Exhibits.

(b) Licensor reserves all rights it has under its easements with respect to the Licensed Property which are not specifically described herein. In particular the Licensor may, with respect to the Licensed Property, conduct such uses and engage in such activities and/or to construct or to install such improvements, both surface and subsurface, as the Licensor deems necessary or desirable in the sole discretion of the Licensor, but subject to the terms of this License.

(c) The Licensor may grant additional license and/or easement rights to third parties which are not in violation of or inconsistent with Licensee's rights hereunder.

### 2. Term

This License shall continue in full force and effect for a term of 5 years from the date first written above, unless such time is extended by written agreement of the parties or sooner terminated as herein provided. At the end of said term if the same is not extended, Licensee shall undertake the vacation and restoration activities required as required by the Licensor pursuant to paragraph 20 of this License.

### 3. Payments

Licensee shall promptly pay for all reasonable costs and expenses of every kind incurred by Licensor to the extent caused by Licensee's use of the Licensed Property and all activities conducted thereon by Licensee.

### 4. Use

(a) The Licensee shall have the right to undertake the Activities, and to construct, install, operate, use, maintain and repair the Improvements as described in Exhibit B hereto, provided that prior to commencement of any construction or installation Licensee shall submit to and obtain prior written approval from the Licensor of "preliminary" drawings of the proposed Improvements, such drawings to contain such detail and information of the Improvements and their construction and installation as the Licensor may require. Subsequent to construction or installation Licensee shall submit to the Licensor "as built" drawings containing such details and information as the Licensor may require, together with a certificate from an engineer or surveyor acceptable to the Licensor indicating that the Improvements were constructed or installed as shown on the preliminary plans and are within the License Area only. If they do not comply, or if during the construction and installation other improvements located in the License Area are damaged, the Licensor may require Licensee, at Licensee's sole cost and expense, to make such changes, repairs and corrections, including removal and reconstruction or reinstallation of the Improvements. This License shall not constitute a valid and binding agreement unless and until the requirements of this paragraph 4.a. have been fully satisfied, in the sole determination of the Licensor as evidenced by record approval of the Licensor's



Board of Directors.

(b) Licensee shall comply with all the fire and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Licensed Property during the term of this License.

(c) In connection with the above-described use, Licensee shall abide by the following:

(1) Licensee will take all reasonable precautions to protect adjacent properties and public ways and facilities abutting or in the vicinity of the Licensed Property, and will promptly repair, restore or reimburse the appropriate party for any damage to the extent caused by Licensee to said properties, streets, sidewalks, curbs, gutters, landscaping, lighting, and any other common or governmental improvements.

(2) Licensee will require all contractors, subcontractors, materialmen and suppliers to operate (loading, unloading, covering, cleaning and other similar activities) their equipment in such a manner that trucking and spillage of dirt and debris in the vicinity of the Licensed Property is minimized, and that any such material shall be cleaned up within two days of occurrence, weather permitting. This obligation extends to control of dust and other wind-blown debris such as paper and cartons.

(3) Licensee will establish and maintain the Licensed Property in condition reasonably acceptable to Licensor that will as a minimum provide for the following:

(i) The surrounding areas shall be kept free of any debris or spilled material from the site.

(ii) Licensee shall in all respects comply with the protective covenants burdening the Licensed Property and the current rules and regulations promulgated in connection therewith.

(iii) Licensee, at its sole cost and expense, shall be obligated to restore the surface of the Licensed Property and to repair all damage to other installations of the Licensor or third parties within or under the Licensed Property that are disturbed, disrupted or damaged by Licensee or its employees or approved third parties. Failure to do so shall, without more, grant to the Licensor, in addition to such other remedies as the Licensor may have available hereunder or under law, the right to engage in "self help" actions to accomplish the restoration or repair required. The reasonable cost of such "self help" actions shall be an obligation of Licensee to be paid by Licensee to the Licensor upon demand by the Licensor, and shall be considered a penalty assessed by the Licensor pursuant to C.R.S. Section 32-1-1001(1)(j), and until paid shall be a perpetual lien upon the Licensee's Property which may be foreclosed in the manner provided by law.

(iv) If Licensee wishes to reconstruct, remove, replace, relocate or otherwise modify the Improvements, Licensee shall comply again with the requirements of paragraph 4.a., above, as respects such removal, reconstruction, replacement, relocation or modification.

(d) The Licensee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation, maintenance, repair, and use of the Improvements. It is specifically agreed between and among the parties that, except as provided in this License, the Licensor shall not take any action which would impair the lateral or subjacent support for the Improvements.

## 5. Insurance; Indemnity

(a) Licensee's Insurance. Licensee shall, at its own expense, procure, and maintain throughout the term of this License:

(1) Casualty. Fire insurance with extended overage, vandalism and malicious mischief and "all risk" endorsements attached in the amount of all alterations and additions made by Licensee to the Licensed Property and all of its fixtures or equipment thereon for the full replacement value thereof.

(2) Liability. Commercial general liability insurance insuring Licensee's activities with respect to the Licensed Property against loss, damage or liability for personal injury or death and property damage occurring on or about the Licensed Property, in amounts no less than \$1,000,000 combined single limit coverage.

(3) Worker's Compensation. Worker's compensation insurance in at least the statutory amounts with respect to any work or other operation.

(b) Licensee's Policy Requirements. All insurers of Licensee must be authorized to do business in Colorado and well-rated by any recognized national rating organizations. Licensor shall be named as additional insured under the liability insurance. The insurance policies shall: (1) contain endorsements requiring 30 days notice to Licensor prior to any suspension, cancellation, termination, modification, non-renewal, lapse or material change of coverage; (2) not contain any provision relieving the insurer of liability for any loss because of the existence of other policies of insurance, regardless of collectibility; and (3) contain appropriate waiver of subrogation clauses. Licensee shall deliver to Licensor, as a condition precedent to its taking occupancy of the Licensed Property, a certificate or certificates evidencing such insurance and Licensee shall continue to promptly supply Licensor with copies of certificates of insurance in effect throughout the term of this License.

(c) Licensor's Liability. Licensor shall not be liable for any damage, injury or death of or to any person or damage to property in, on or about the Licensed Property, unless caused by Licensor's deliberate actions or negligence. All property of Licensee kept or stored on the Licensed Property shall be at the sole risk of Licensee.

(d) Indemnification of Licensor. Licensee shall indemnify and hold Licensor harmless from and against all claims, demands, suits, fines, liability, losses, damages, costs and expenses (including reasonable legal expenses) to the extent arising out of or in connection with:

(1) Licensed Property. Licensee's possession, use, maintenance, restoration, alteration or improvements of the Licensed Property, or any activity conducted or condition created upon or from the Licensed Property by Licensee during the term of this License;

(2) Negligence. Any negligence, malfeasance, deliberate action or misconduct of Licensee;

(3) Breach. Any violation or breach by Licensee of any term or condition of this License, any law, order, rule or regulation, or any insurance requirement; and

(4) Suits. Any claim, suit, action, proceeding, or contest by Licensee in connection with any insurance proceeds or settlement.

## 6. Waiver of Subrogation

Licensee and Licensor each respectively releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to any perils or casualties covered by insurance required under this License, which occur in, on or about the Licensed Property, whether due to the negligence of either party, their agents, employees, invitees or otherwise, all to the extent that such loss or damage is covered by collectible insurance. Licensee agrees that all policies of insurance obtained pursuant to Paragraph 5 above shall contain appropriate waiver of subrogation clauses.

## 7. Waste

Licensee agrees not to commit waste on the Licensed Property, or upon adjacent public improvements such as streets, sidewalks, curbs, gutters, landscaping, lighting and other common or governmental improvements abutting or in the vicinity of the Licensed Property, nor permit others under its supervision or control to do so, to maintain the Licensed Property in as good condition as supplied to it hereunder as of the date hereof, normal wear and tear, insured casualty losses to the extent of the insurance proceeds, and acts of God excepted, to vacate and surrender the Licensed Property upon any termination hereof, and to pay all costs, damages, and reasonable attorneys' fees for

failure to do so.

8. Liens

Licensee shall keep all of the Licensed Property and every part thereof free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or supplies used or furnished for or in connection with any operations of Licensee, any alteration which Licensee may make or permit or cause to be made, or any work or construction, by, for or permitted by Licensee on or about the Licensed Property, or any obligations of any kind incurred by Licensee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Licensor and all of the Licensed Property against all such liens and claims of liens and suits or other proceedings pertaining thereto.

9. Assignment

(a) Licensee shall not assign or transfer this License, or any interest herein, without the prior written consent of Licensor, and a consent to any assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of Licensor, terminate this License. Neither this License nor any interest of Licensee hereunder in the Licensed Property shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and shall be void and of no effect and shall, at the option of Licensor, terminate this License.

(b) The Licensor may transfer or assign its rights hereunder to: (1) any local governmental entity, any public or private utility or communication or transportation service provider; (2) any successor to the Licensor; or (3) any purchaser of or lender encumbering the Licensor's rights hereunder.

10. Breach

The Licensor and the Licensee agree that, in the event of a breach by Licensee of any provision of this License, written notice of the breach and the specifics as to the nature of the breach, and the proposed remedy shall be given by the Licensor to the Licensee, and if, after thirty (30) days the Licensee has not cured the breach or, if cure is not possible within thirty (30) days, has not commenced what curative measures are possible and is not prosecuting same to their timely completion in a commercially reasonable manner, in addition such contractual remedies as may be available at law Licensor may ask a court of competent jurisdiction to enter a temporary and/or permanent restraining order, or for an order for specific performance, to compel the Licensee to perform in accordance with the terms and conditions hereof or to cease its Activities or remove its Improvements should the Licensee fail to cure the breach

11. Requirements Prior To Exercise of License

Prior to commencement of use of the Licensed Property, Licensee shall have all utilities located and marked by the appropriate agency. During the period that the Licensee is installing the Improvements in the location shown on Exhibit A the Licensee shall, at its sole cost and expense, promptly repair and/or replace or cause to be repaired or replaced, any and all other service lines (i.e. irrigation, water, electric, cable telecommunication, etc.) damaged during the installation of Licensee's Improvements, and upon completion of the installation of the Improvements Licensee shall promptly restore the land disturbed by the Licensee in the course of the installation of the Improvements, all areas to be restored as required by Section 12 below.

12. Right of Inspection

Licensor and its agents shall have the right at all reasonable times during the term of this License and any renewal thereof and upon reasonable notice to Licensee to enter the Licensed Property for any purpose, including the purpose of inspecting the Licensed Property and Licensee's activities thereon.

13. Waiver

The waiver by Licensor, or the failure of Licensor, to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition therein contained.

14. Notices

All notices, demands, or other writings, in this License provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be determined to have been fully given or made or sent when made in writing and deposited in the United States mail, certified mail, postage prepaid, and addressed as follows:

TO LICENSOR:                   12111 East Belford Avenue  
Englewood, CO 80112  
Attn: General Manager

TO LICENSEE:

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given such party as above provided.

15. Indemnification of Licensor; Environmental Matters

Licensor shall not be liable for any loss, injury, death, or damage to person or property which at any time may be suffered or sustained by Licensee or by any person whosoever may at any time by using or occupying or visiting the Licensed Property or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or of any employee, licensee, invitee of any portion of the Licensed Property. Licensee shall indemnify Licensor against all claims, liability, loss, or damage whatsoever including attorneys' fees on account of any such loss, injury, death, or damage whatsoever including reasonable attorneys' fees on account of any such loss, injury, death, or damage to the extent caused by Licensee. Notwithstanding the above, the indemnification herein provided shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Licensor, its agents, or employees, licensees (other than Licensee) or invitees.

Licensee will not use or conduct operations on or at the Licensed Property, or manufacture, store, sell, use, dispose of, release, or discharge or permit the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Materials (as defined below) on the Licensed Property, in any manner which violates Environmental Law (as defined below) or which causes there to be any liability under Environmental Law. Licensee will indemnify, defend, and hold Licensor and its partners, officers, employees, and agents harmless from any and all claims, suits, judgments, actions, proceedings, damages, penalties, fines, costs, expenses, liabilities, or losses (including, without limitation, diminution in value of the Licensed Property, damages for the loss or restriction on use of the Licensed Property, damages arising from any adverse impact on marketing, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (consultants and experts to be selected by Licensor) which arise during or after the term of this License as a result of contamination by Hazardous Materials due to the negligence or willful misconduct of Licensee or of Licensee's agents or contractors. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, states or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Licensed Property. Without limiting the foregoing, the indemnification provided by this subsection will specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Licensed Property caused or permitted by the negligence or willful misconduct of Licensee or its agents or contractors. Also without limiting the foregoing, if the presence of any Hazardous Materials on the Licensed Property caused or permitted by the negligence or willful misconduct of Licensee or its agents or contractors results in any contamination of the Licensed Property, Licensee will promptly

take all actions at its sole expense are necessary to return the Licensed Property to the condition existing prior to the release of any such Hazardous Materials to the Licensed Property, provided that Licensor's written approval of such actions will first be obtained, which approval will not be unreasonably withheld. Licensee's obligations under this Section will survive the expiration or prior termination of this License.

For purposes of this License, "Hazardous Materials" means any explosives, radioactive materials, petroleum products, hazardous wastes, or hazardous or toxic substances, including, without limitation, substances defined as "hazardous substances" or those substances, materials, and wastes listed in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sec. 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sec. 6901-6987; the United States Environmental Protection Agency Listing (40 CFR Part 302), or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Environmental Law").

16. Attorneys' Fees

If any action at law or in equity shall be brought to enforce this License, or, for, on or account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this License, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

17. Remedies Cumulative

All remedies hereinbefore and hereafter conferred on Licensor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

18. Parties Bound

The covenants and conditions herein contained shall, subject to the prohibition on assignment contained herein, apply to and bind the successors and permitted assigns of the parties hereto.

19. Time of the Essence

Time is of the essence in this License, and of each and every covenant, term, condition, and provision hereof.

20. Amendment or Modification

This License may be amended or modified only by written agreement signed by Licensor and Licensee.

21. Section Captions

The Captions appearing under the section number designations of this License are for convenience only and are not a part of this License and do not in any way limit or amplify the terms or provisions of this License.

22. Termination

This License may be terminated by either Licensor or Licensee upon thirty (30) days' prior written notice to the other party. Should Licensee (a) terminate this License or abandon, vacate or cease to use the Improvements or undertake the Activities described above for a period of sixty (60) consecutive days, or (b) fail to perform its obligations hereunder, and within thirty (30) days after written notice by Licensor, Licensee has not resumed occupancy and use or cured the performance default, the Licensor may terminate Licensee's Rights hereunder by providing Licensee a written Notice of Termination. If the Notice of Termination requires, Licensee shall remove the Improvements and restore the Licensed Area as provided in paragraph 4., above. Failure to do so shall, without

more, grant to the Licensor, in addition to such other remedies as the Licensor may have available hereunder or under law, the right to engage in "self help" actions to accomplish the restoration or removal required. The reasonable cost of such "self help" shall be an obligation of Licensee to be paid by Licensee to the Licensor upon demand by the Licensor, and shall be an obligation of Licensee to be paid by Licensee to the Licensor pursuant to C.R.S Section 32-1-1001(1)(j), and until paid shall be a perpetual lien upon the Licensee's Property which may be foreclosed in the manner provided by law. Alternatively, if the Notice of Termination provides, the Licensor may elect to take possession of and assume ownership of the Improvements and thereafter use and control the Improvements, all without compensation or reimbursement to Licensee.

23. Governing Law

This License shall be governed and construed in accordance with the laws of the State of Colorado.

24. Severability

Invalidation of any of the provisions of this License or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this License.

25. No Third Party Beneficiaries

It is the intent of the parties hereto that no third party beneficiary interest is created in this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions.

26. No Waiver of Governmental Immunity

The Licensor, its directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of the License the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 et seq. as the same may be amended.

27. Venue

Venue for any legal action relating to this License shall lie in the District Court in and for the County of Douglas, Colorado.

28. Counterparts

This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document and shall be enforceable against Licensor and Licensee.

29. Appropriation

All obligations of the Licensor under and pursuant to this License are subject to prior appropriations of monies expressly made by the Licensor's Board of Directors for the purposes of this License.

30. No Personal Liability

No elected official, director, officer, agent or employee of the Licensor shall be charged personally or held contractually liable by or to the other party under any term or provision of this License or because of any breach thereof or because of its or their execution, approval or attempted execution of this License.

IN WITNESS WHEREOF, the parties hereto have executed this License on the day and year first above written.

LICENSOR: Meridian Metropolitan District

Attest:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

LICENSEE: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

EXHIBIT A  
LICENSED PROPERTY



EXHIBIT B  
ACTIVITIES AND IMPROVEMENTS

## SAMPLE WILL-SERVE LETTER

Douglas County Planning Division  
 100 Third Street  
 Castle Rock, Co 80104

RE: Meridian International Business Center; Planned Development; 10th Amendment; [Plat or Parcel reference; Site Plan; Sketch Plan; Preliminary or Final Plat; or Replat]

To Whom It May Concern:

Pursuant to Section 1808A.01 of the Douglas County Zoning Resolution, the Meridian Metropolitan District [the "District"] acknowledges its willingness and ability to serve the property proposed for [above], known as [name, if applicable]. The subject parcel is within boundaries of the District and/or its allowed service area [and (if applicable) is subject to an existing service agreement dated ( \_/ \_/ \_ ) previously submitted to and, currently on file with Douglas County].

**Intent to Serve:**

The District intends to provide service to this proposed development with the following conditions:

1. Terms and conditions as specified in Service Agreement dated ( \_/ \_/ \_ ); all of which are currently being met. [Note this will apply only to parcels in N and S Meridian, and Meridian Villages]
2. Other [specify only if any - otherwise state "None"]

**Water Demand:**

This parcel is within the overall development projections for the District's Service Area which used to determine the District entire estimated water demands as follows (Acre Feet/ Year):

Type of Development		Total Projected	Non-Potable Irrigation
SFR	units@0.58/unit	1830 > 1061.4	
MFR	units@0.32/unit	3170 > 1014.4	
O/C/R	gfa@0.70/10ksf	2178 > 1524.6	
W//P	gfa@0.38/10ksf	<u>500 &gt; 190.0</u>	
Total		3,790.4 acft	1,774.0 acft
Previously Approved Development		1,830.0 acft	784.0 acft
This Parcel		<u>0.0</u>	<u>0.0</u>
Balance Available			

**Water Supply:**

The District's total water supply, inclusive of water rights attendant to this parcel, if any, are as follows:

Aquifer	Tributary	Non Tributary	Not Non Tributary	Total acft
Hock Hawking	25	0	0	25.0
Arapahoe	0	1534.5	0	1534.5
Denver	0	304.0	964.8	1268.8
Dawson	0	556.0	354.5	910.5
Laramie/Fox Hills	<u>0</u>	<u>719.3</u>	<u>0</u>	<u>719.3</u>
Total Acre/Feet	25	3,113.8	1,319.3	4,458.1

All rights specified are fully adjudicated, decreed, permitted and augmentation plan dated ( \_/ \_/ \_ ) approved by the State Engineer has previously been submitted to and is currently on file with Douglas County.

Note: the District estimates it will have approximately 1,774 acre-feet per year of return flows to satisfy its non-potable irrigation requirements.

**Water Quality:**

The District is in compliance with the Colorado Department of Public Health and Environment testing and quality requirements, and provides a high-quality water supply to all of its customers.

**Feasibility of Service:**

It is physically and economically feasible for the District to extend service to the proposed development.

\_\_\_\_\_  
 General Manager

cc: Board of Directors  
 M Dalton; R Gabriel; Applicant