

ARTICLE 1

GENERAL

- 1-1** SCOPE: These Rules and Regulations are promulgated pursuant to the authority granted in Section 32-1-1001(1)(m), C.R.S., as a comprehensive body of regulations governing the operations of the District, and shall supersede and have priority over any and all informal practices or policies of the District, whether in written form or otherwise.
- 1-2** PURPOSE: The purpose for which this District was organized is, subject to all rights, powers, rules, regulations and policies of the District, to construct, operate and maintain a sanitary sewer system to collect and transmit wastewater within and from the area of the District to the South Platte Water Renewal Partners Treatment Plant, (the “Treatment Plant”) 2900 South Platte River Drive Englewood, Colorado 80110.
- 1-3** SERVICES AND FACILITIES: The services and facilities provided by the District consist of sewer collection and transmission lines and structures, related equipment and fixtures, and appurtenances thereto, together with services necessary to the proper operation and maintenance thereof rendered to the District under contracts with other governmental entities and private consultants and contractors.
- 1-4** AREA SERVED: The area served and to be served by the District is the area included within the boundaries of the District as shown on the map thereof currently on file with the Board of County Commissioners of Arapahoe County, Colorado, and with the Division of Local Government of the Department of Local Affairs of the State of Colorado, except such portions thereof as to which the Board of Directors of the District may find that a) it would be cost-prohibitive to provide the service; b) providing new service would interfere with existing service commitments; or c) providing service would be hazardous or detrimental to the District or its users.
- 1-5** USAGE, TITLES AND CROSS REFERENCES: All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law shall be construed and understood according to such particular and appropriate meaning. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section or subsection set forth under each heading. Cross referencing is done for convenience only; the absence of same does not necessarily mean that no other section applies, and the presence of a cross reference note is not necessarily exhaustive.
- 1-6** AMENDMENTS; REPEAL; ADDITIONS: These Rules and Regulations are dated per the attached letter of adoption and effective as of that date. Additions and amendments to and repeals and reenactments of any of the provisions of these Rules and Regulations shall be made by Resolutions of the Board taking such action by specific reference to the Article, Part, Section and Paragraph number hereof. Upon the effective date of any such resolution, the District shall prepare new or reprinted pages incorporat-

ing herein the changes so enacted, and such new or reprinted pages shall bear such effective date and shall be *prima facie* evidence of such action until such time as these Rules and Regulations, as subsequently amended, are readopted as a new set of Rules and Regulations. Copies of the District's Rules and Regulations are available from the District's Consulting Engineers at a charge of \$25.00 per set or electronically at no cost.

1-7 PRIOR OFFENSES; CONTRACTS NOT AFFECTED: Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person, or any contract or right established or accruing before the effective date of these Rules and Regulations.

1-8 SEVERABILITY: Should any one or more sections or provisions of these Rules and Regulations be judicially determined in-valid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

1-9 DISTRICT SYSTEM:

1-9-1 Ownership. The District exercises the responsibilities of full ownership of the existing District System and, in the future, may accept ownership responsibilities for only those additional facilities which have been formally conveyed to and accepted by the District in accordance with Article 6 below.

1-9-2 Operation and Maintenance. The District operates, maintains, repairs and replaces the District System. Such services may include, without limitation, observation of service line installation on private premises upon such advance notice as is reasonable in the circumstances, in addition to periodic, systematic inspection and maintenance of District facilities.
(Cross reference: 9A-1 SERVICE LINES)

1-9-3 Repair Shut-offs. The District may, without notice and without liability to anyone, suspend service when necessary repairs to the District system require the same.

1-10 CONNECTION TO OTHER SYSTEMS AND INCORPORATION OF STANDARDS BY REFERENCE: The District utilizes certain transmission and wastewater treatment facilities pursuant to a Connector's Agreement with the City of Englewood pursuant to a Connector's Agreement. All service furnished by the District is subject to the terms and provisions of the said Connector's Agreement, and is also subject to the terms and provisions of Chapter 2 of Title 12 of the Englewood Municipal Code of 2000 (the "Wastewater Utility Ordinance") as now or hereafter constituted. Additionally, the District is required to ensure that facilities within its boundaries comply with all policies, rules, and requirements of the Treatment Plant, including but not limited to the "Oil and Grease Sector Control Policy For Food Preparation Facilities." The provisions of the said Connector's Agreement, Wastewater Utility Ordinance, and Treatment Plant

requirements are hereby incorporated into these Rules and Regulations by reference and made part hereof as if set forth herein verbatim to the extent applicable. The District is also subject to conditions and requirements for use of the Big Dry Creek Interceptor, which conveys wastewater from the District to the Treatment Plant.

(Cross reference: 5-11-1 Big Dry Creek Interceptor)

- 1-11 SERVICE OUTSIDE THE DISTRICT:** The District has no obligation whatever to provide any service outside of its legal boundaries. The Board may permit connection to the District System by persons or entities located outside the District's legal boundaries, or lease or contract to provide excess capacity in lines owned by the District, but such permits, leases or contracts shall be in writing and shall provide for limitation on connections to whatever extent may be necessary to enable the District to meet its primary obligations to provide service to the residents of the District. All such permits, leases or contracts shall be subject to the Rules and Regulations of the District, and shall contain payment terms sufficient for the District to be fully reimbursed for the costs of furnishing service, with an additional amount to be determined by the Board. Permits, leases or contracts, at amounts less than the above minimum, may be made if warranted by economics, but an agreement providing for such lesser amounts shall not extend for more than one year or shall be revocable by the District.
(Cross reference: 5-11 EXTRA-TERRITORIAL SERVICE; 7-15 BIG DRY CREEK INTERCEPTOR TRANSMISSION FEE)

1-12 CONNECTION REQUIRED:

1-12-1 Requirement. Unless exempted by the Board for good cause and in conformity with applicable statutes and regulations, all improvements within the District Boundaries requiring wastewater disposal service shall be connected to the District System if District facilities are within 400 feet of the boundary of the parcel of property on which such improvements are located. Such connection shall be made within 60 days after written notice to the Property Owner by the District, and any existing private water system shall thereupon be rendered inoperative, and any existing private wastewater disposal system, including but not limited to septic systems, vaults, tanks, grease interceptors, oil or sand/sediment traps or any other holding tank connected to wastewater disposal, shall be properly emptied, cleaned and filled with pea gravel.

1-12-2 Exemptions. During the construction of any improvements, temporary toilet facilities may be used in accordance with the regulations of the Tri-County Health Department or of the Colorado Department of Public Health and Environment (CDPHE), but as soon as such improvement is connected to District facilities, such use shall be abandoned and all evidence of such use properly covered or disposed of. Further, the District may authorize a private wastewater disposal system upon approval thereof by the Tri-County Health Department.

1-13 DUTY TO REPORT: Any person who (1) damages or alters any District facility; or (2) causes or permits any foreign materials to enter the District System; or (3) causes any obstruction in the flow of water or wastewater in any District facility, and any person who discovers, observes, or has reasonable cause to believe that any of the foregoing has occurred, shall immediately report the same to the District.
(Cross reference: 3-12-12 Failure to Report; 8-1-16 False Official Statement; Report)

1-14 NOTICE OF EXCAVATIONS:

1-14-1 General. Except in “Emergency Situations” as defined herein, any person who excavates in any area where district facilities are located shall give notice to the District in person, by telephone, or in writing if delivered, of the commencement, extent, and duration of the excavation work, at least two business days prior to the commencement of the work, not including the day of actual notice. In addition, such person shall notify the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 to locate district facilities. When properly requested to perform a locate by an excavator pursuant to Section 9-1.5-101, *et seq.*, C.R.S. (the “Excavation Statute”), the District will direct an independent contractor to locate to the extent reasonable under the circumstances, its public underground facilities and private sanitary sewer service lines to the extent located in dedicated public rights-of-way (hereinafter “Private Service Laterals”), in accordance with the provisions of the Excavation Statute and as may otherwise be required by law. If the exact location of district facilities or a Private Service Lateral is not verifiable based upon the district’s records, the District will direct an independent contractor to mark the surface or otherwise indicate the possible location based upon its best estimate of the location of the facilities. Any person proceeding to excavate after having received notice from the District that the District's independent contractor cannot make an accurate location must exercise due caution and care to prevent damaging any underground facility. Such due caution and care includes but is not necessarily limited to “potholing” to a depth two (2) feet deeper than the maximum depth of the intended excavation to determine whether any underground facilities are present. For purposes of this Section, “emergency situations” include ruptures and leakage of pipelines, explosions, fires, and similar instances where immediate action is necessary to prevent loss of life or significant damage to property, including but not limited to underground facilities, and advance notice of proposed excavation is impracticable under the circumstances. Any person performing emergency excavation shall take such precautions as are reasonable under the circumstances to avoid damage to underground facilities, and shall notify the District of such excavation as soon as possible, and shall comply with all additional notice requirements as provided by law. (Cross Reference: 3-12-18 Failure to Give Notice; 9B-1-4 Subsurface Structures; §9-1.5-102(2), 103(3),(4)(c)(II)(B), and (5), C.R.S.)

1-14-2 Private Service Laterals. Without in any way limiting the force or effect of the preceding subsection 1-14-1, when a locate request involves the location of a Private Service Lateral, the District will, based upon information available at the time the request is received, direct an independent contractor to attempt to locate the point at which the Private Service Lateral connects to the District’s facilities.

Because of the uncertainty as to the alignment of Private Service Laterals from and after the point at which the Private Service Lateral leaves the District's facilities and extends to the structure served, the District will not direct an independent contractor to attempt to locate any portion of the Private Service Lateral other than the point at which the Private Service Lateral connects to the District's facilities. When the District is without sufficient information to form a reasonable belief as to the location of the point at which a Private Service Lateral connects to a District facility, the District will so advise the excavator.

1-14-3 No Waiver of Immunity. Nothing herein contained shall be deemed to constitute a waiver by the District of the immunities, protections, and defenses afforded to the District under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., which immunities, protections and defenses the District intends to utilize to the fullest extent permitted by law.

1-15 NO DAMAGES FOR FAILURE TO ENFORCE: The purpose of these Rules and Regulations is to establish an operating framework for the District and its users and connectors, for the exclusive benefit of the District. Nothing herein shall create any right to damages against the District, its Directors, officers, agents or employees for the District's failure to enforce these Rules and Regulations.