

ARTICLE 1 GENERAL

1-1 SCOPE: These Rules and Regulations are promulgated pursuant to the authority granted in § 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 purposes for which this District was organized are, subject to all rights, powers, rules, regulations and policies of the District:

1-2-1 To construct, operate and maintain a domestic water distribution system and to provide potable water and, should the District Board of Directors so elect, nonpotable irrigation water, within the area of the District as may be economically feasible from dependable and reliable source or sources from time to time;

1-2-2 To construct, operate and maintain a sanitary sewer system to collect, transmit, and treat wastewater within and from the area of the District to the Metro Wastewater Reclamation District (MWRD).

1-3 SERVICES AND FACILITIES: The services and facilities provided by the District consist of water mains and distribution lines and structures, 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, 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 it infeasible, impractical or undesirable for the good of the entire District to which to extend its lines and facilities. Nothing herein shall be construed to obligate the District to provide service if: a) water is unavailable; b) it would be cost prohibitive to provide the service; c) providing new service would interfere with existing service commitments; or d) 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 revised and reenacted effective as of October 1, 2005. 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, Subsection and Subsection number hereof. Upon the effective date of any such resolution, the District shall prepare new or reprinted pages incorporating herein the changes so enacted, and such new or reprinted pages 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.

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 CONNECTION TO OTHER SYSTEMS AND INCORPORATION OF STANDARDS BY REFERENCE: The District is responsible for the operation and maintenance of the Water System and the Sewer System in a sound and economical manner, in accordance with these Rules and Regulations. The Water System is connected to Denver Water Department conduits, through which water is conveyed to the District pursuant to the District's Distributor's Agreement, Contract #174, with Denver Water. The Sewer System is connected to a MWRD trunk line, through which wastewater is conveyed to the MWRD wastewater treatment facility. Wastewater treatment is provided by MWRD pursuant to the District's Special Connector's Agreement with MWRD. The terms and provisions of the District's Distributor Agreement with Denver Water, and the District's Special Connector's Agreement with MWRD, as now constituted or hereafter revised or amended, are hereby incorporated into these Rules and Regulations by reference, in all particulars, and made part hereof, to the extent that the provisions thereof have an impact or in any way affect the design, operation or specifications of the Water or Sewer Systems and these Rules and Regulations; provided, however, that no provision of the Denver Water Department or MWRD Rules and Regulations shall be, by reason of this referential incorporation, dispositive of any controversy between the District and the Denver Water Department or MWRD, or binding upon the District except in accordance with applicable law and existing valid contracts between the Denver Water Department and MWRD. In the

event of a conflict or inconsistency between these Rules and Regulations and those hereby incorporated which cannot be resolved by interpretation, the District's Board of Directors, or its designee, shall have sole authority to resolve such conflict or inconsistency.

1-10 DISTRICT SYSTEM:

1-10-1 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.

1-10-2 Operation and Maintenance - The District operates, maintains, repairs and replaces the District System. Such services include, without limitation, inspections of private premises, in addition to periodic, systematic inspection and maintenance of District facilities. (Cross reference: 9A-1 SERVICE LINES)

1-10-3 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.

1-10-4 Variations in Water Pressure - Water pressure and water flow in a main may vary as part of normal operations of the Water System. The District provides no guarantee of pressure or ranges of pressure in the operation of its Water System. The District reserves the right at any time, without notice, to modify water pressure or shut off the water in a main as part of its operation, repair, replacement, modification and maintenance of the Water System. The District is not responsible or liable for damage resulting from pressure changes or stoppage of the flow of water through the Water System, and no person is entitled to damages or payment of refunds by reason of temporary or permanent pressure changes or stoppage of the flow of water through the Water System. The User is responsible for the purchase, plumbing and/or fire code compliance, location, installation, maintenance, operation and repair of any water pressure regulator assembly or pump serving the User's premises, if required.

1-11 SERVICE OUTSIDE OF 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 EXTRATERRITORIAL SERVICE)

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 water service or wastewater disposal service may be required to 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 be rendered inoperative, and any existing private wastewater disposal system, including but not limited to septic systems, vaults, tanks, grease traps, oil or sand traps or any other holding tank connected to wastewater disposal, shall thereupon 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 Board may authorize a private wastewater disposal system upon approval by the Tri-County Health Department.

1-12-2.1 Where water service to any parcel of land is considered by the District and the owner of said land not to be reasonably available at the time said landowner seeks water service from the District, said parcel of land may be served on a temporary basis with water from a well or wells to be constructed by the landowner at the landowner's expense, subject to the following limitations. Any such plan for an alternate supply of water must be approved by the District in writing which shall provide that, at such time as water is available, the landowner shall, on request by the District: (1) connect all of the property to the District's water system in accordance with these Rules and Regulations; and (2) consent irrevocably to the District's perpetual use of all water in the Denver, Arapahoe, and Laramie-Fox Hills aquifers, and any other aquifer or aquifers that may be hereafter discovered, underlying said parcel of land.

1-13 DUTY TO REPORT: Any person (1) who damages or alters any District facility; or (2) who causes or permits any foreign materials to enter the District System; or (3) who 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: 3-7-12 Failure to Report; 8-1-17 False Official Statement; Report)

1-14 NOTICE OF EXCAVATIONS: Except in "Emergency Situations" as defined herein, any person who excavates in any area where district facilities are located shall give written, personal or telephone notice of the date, extent, and duration of such excavation to the District at least two business days prior to the commencement of the work, not including the day of actual notice, and shall, in addition, notify the Utility Notification Center of Colorado (UNCC) to locate district facilities. If the exact location of district facilities is not verifiable based upon the district's records, the District will 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 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 §1-13, "Emergency Situations" include ruptures and sudden 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: 3-7-19 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.)

1-15 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.