

CHERRY HILLS HEIGHTS WATER & SANITATION DISTRICT SANITARY SEWER RULES AND REGULATIONS

ARTICLE 1 GENERAL

1.1 **AUTHORITY.** These Rules and Regulations (hereafter “Rules”) are promulgated pursuant to Section 32-1-1001(1)(m), C.R.S.

1.2 **PURPOSE.** For the health, safety and welfare of residents and property owners within the District and of the general public, and to ensure compliance with applicable laws, it is necessary to regulate the collection and transmission of wastewater within the District.

1.3 **TITLES.** The title of any heading shall not limit the effect of the provisions under the heading.

1.4 **AMENDMENTS.** These Rules may be amended only by resolution of the Board.

1.5 **SEVERABILITY.** A court’s determination that any provision of these Rules is invalid shall not invalidate or affect the remaining provisions of these Rules.

1.6 **INCORPORATION OF STANDARDS BY REFERENCE.**

1.6.1 **ENGLEWOOD.** Under a Connector’s Agreement with Englewood dated December 21, 2009 (the “Connector’s Agreement”), the District uses Englewood’s transmission and wastewater treatment facilities. All service furnished by the District is subject to the Connector’s Agreement and is also subject to Chapter 2 of Title 12 of the Englewood Municipal Code of 2000 (the "Wastewater Utility Ordinance"), as now or hereafter constituted. The provisions of said agreement and said Ordinance are hereby incorporated into these Rules by reference and made a part hereof to the extent that such provisions may apply to or affect the design, construction, installation, operation, maintenance, or use of the District System.

1.6.2 **OTHER.** Englewood personnel have advised the District that Englewood relies on Southgate Sanitation District’s Sanitary Sewer System Specifications (“Southgate’s specifications”). To maintain consistency with Englewood, the District has incorporated by reference portions of Southgate’s specifications, as specifically noted in the District’s Specifications (Appendix 2 of these Rules). Also, as specifically noted in the District’s Specifications, the District has incorporated by reference certain construction detail drawings from South Englewood Sanitation District and Applewood Sanitation District.

1.7 DISTRICT SYSTEM.

1.7.1 OWNERSHIP. The District owns the existing District System and shall not have ownership responsibilities for additional facilities unless they have been formally conveyed to and accepted by the District.

1.7.2 OPERATION AND MAINTENANCE. The District operates, maintains and repairs the District System. Such actions may include, without limitation, periodic inspection and maintenance of District facilities, as well as inspections of private premises to ensure compliance with these Rules. All inspections, observations, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, observations, testing, or reviews required or authorized by these Rules or the Specifications, or by reason of the issuance of any approval or Permit for any work subject to the authority of the District.

1.7.3 REPAIR SHUT-OFFS. Without notice and without liability to anyone, the District may suspend service for the purpose of making repairs to the District System.

1.8 CONNECTION REQUIRED. Each home or Wastewater-producing facility shall convey Wastewater to the District's Mains by way of a Service Line. Connection to the District's Mains shall be commenced within 30 days after the District sends written notice to the Property Owner, and any existing private Wastewater disposal system shall thereupon be properly emptied, cleaned, chlorinated and filled with sand or dirt.

1.9 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 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.

1.10 NOTICE OF EXCAVATIONS. Any Person who plans to excavate in any area where District facilities are located shall give written, personal or telephone notice of the intended date, extent, and duration of such excavation to the District at least **five business days** before beginning any such work. The District may waive the requirement for five business days advance notice in the event of an excavation required due to an emergency.

1.11 OTHER SYSTEMS PROHIBITED. No other sanitary sewer collection or treatment facilities within the District shall be allowed except with the express advanced written consent of the Board.

1.12 PLUMBER'S LICENSE REQUIRED. No person who is not a licensed, bonded plumber or a licensed, bonded service contractor shall perform any work on Service Lines or appurtenances directly or indirectly connected or intended to be connected to the District System, except as

expressly authorized by these Rules. This provision shall not apply to duly authorized District or Englewood personnel, or to minor repairs of plumbing within an improvement provided such repairs do not result in any unauthorized connection to the District System.

1.13 MAIN EXTENSIONS. No Person shall extend or modify any Sewer Main without the prior approval of the District and Englewood.

ARTICLE 2 DEFINITIONS

The following definitions apply in these Rules unless the context indicates otherwise:

2.1 ACTUAL COSTS. All direct and indirect costs attributable to any project or undertaking. Actual costs to the District shall include its inspection, engineering, legal, labor, material, equipment, administrative, and overhead expenses.

2.2 BOARD or BOARD OF DIRECTORS. The duly constituted Board of Directors of the District.

2.3 COMMERCIAL WASTE. The combination of liquid and water-carried waste discharged from any commercial processes or activities, as distinct from residential Wastewater.

2.4 CONNECTOR'S AGREEMENT. The Connector's Agreement between the District and Englewood dated December 21, 2009, with effective date of December 29, 2009, under which Englewood agrees to receive and treat sewage from the District System.

2.5 CONTRACTOR. Any Person who performs any work, either on such Person's own behalf or for another, on any sewer facilities, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such Person.

2.6 DISTRICT. Cherry Hills Heights Water & Sanitation District, Arapahoe County, Colorado, its employees, agents, officers, directors, insurers, and professional consultants. Based on the context, District may also mean the geographic area served by the District, as described in Appendix 1 to these Rules

2.7 DISTRICT SYSTEM. The Sewer Mains, manholes, manhole covers and appurtenances owned or directly controlled by the District, excluding Service Lines.

2.8 ENGLEWOOD. The City of Englewood, Colorado, for itself and as operator and co-owner of the South Platte Renew Treatment Plant.

2.9 FOREIGN MATERIALS. Objects, materials or substances which are not appropriate for transmission by a sanitary sewage system, including without limitation paving, construction

materials or debris, ashes, cinders, mud, rocks, dirt, trash, grease, oil, sand, leaves, rags, and grass, bush or tree clippings, or any solid or viscous substance capable of causing obstruction to the flow or other interference with the proper and normal operation of the District System.

2.10 HAZARDOUS WASTE. Liquid or material that is flammable, toxic, or capable of having a harmful effect on human health or the environment.

2.11 IMPROVEMENT. Any structure, facility, or building discharging Wastewater or Sewage.

2.12 INDUSTRIAL WASTE. The combination of liquid and water-carried waste discharged from any industrial processes, as distinct from residential Wastewater, and any waste, the discharge of which requires a permit under regulations of the Environmental Protection Agency or Colorado Department of Public Health and Environment.

2.13 MAIN or SEWER MAIN. Those District pipes and appurtenant facilities used for carrying Wastewater along public streets or easements or rights of way deeded or licensed to the District.

2.14 PERMIT. The District's written authority that Property Owners and/or Contractors must obtain before taking certain actions, as described in Section 3.1 of these Rules.

2.14.1 CONNECTION PERMIT. The District's written authority that Property Owners and/or Contractors must obtain before taking the actions described in Section 3.1.1 of these Rules.

2.14.2 DISCONNECTION PERMIT. The District's written authority that Property Owners and/or Contractors must obtain before taking the actions described in Section 3.1.2 of these Rules.

2.15 PERMITTED PREMISES. The land area and improvements thereto to which sewer service is limited under any particular Connection Permit.

2.16 PERSON. An individual, association, corporation, firm, company, partnership, trust, estate, body politic or corporate, or any other legal entity.

2.17 PROPERTY OWNER. Any Person who, whether solely or with others, owns real property within the District. When property is owned by more than one Person, the term includes all owners thereof. For simplicity, the plural pronouns "their" and "they" are used in these Rules to refer to a Property Owner.

2.18 RECORD or AS-BUILT DRAWINGS. Two (2) half scale sets of bluelines and an AutoCAD digital file of same, or such other drawings as approved by the District, marked to indicate completely and accurately the field-installed condition of facility construction, including all Service Lines, Taps, and stubouts.

2.19 SERVICE LINE. Any pipe or system of piping, and appurtenances intended or used as a conduit to convey Wastewater from a home or other private Wastewater-producing structure to the District System. Each Service Line, beginning with the point of connection to the District's Sewer Main, including the wye, saddle, or other fitting, if any, on the District's Sewer Main, or the connection with a manhole, is owned by the Property Owner, and the Property Owner has the legal responsibility for maintenance, replacement and upkeep of the Service Line.

2.20 SEWAGE. See WASTEWATER 2.25.

2.21 SPECIFICATIONS. The provisions of Appendix 2 of these Rules, which prescribe the minimum technical standards and related requirements for the design, installation, construction, operation, use, maintenance, repair, replacement and disconnection of all Service Lines and Taps within the District.

2.22 SWIMMING POOL DISCHARGE. Wastewater from any swimming pool, including swimming pool filter backwash effluent and water drained directly from the swimming pool itself.

2.23 TAP. The physical connection between a Service Line and the Main.

2.24 USER. Any Person who discharges or causes the discharge of Wastewater to the District System.

2.25 WASTEWATER or SEWAGE. The combination of the liquid and water-carried wastes discharged from a premises.

2.25.1 SANITARY WASTEWATER. The combination of liquid and water-carried wastes discharged from toilet and other sanitary plumbing facilities.

2.26 WASTEWATER UTILITY ORDINANCE. Chapter 2, Title 12 of the Englewood Municipal Code of 2000, as the same may be amended.

ARTICLE 3
REQUIREMENTS AND RESTRICTIONS

3.1 APPLICATIONS AND PERMITS.

3.1.1 CONNECTION PERMIT. Before any of the following actions are taken, a Connection Permit must be obtained from the District:

- A. Connecting a new Service Line to the Sewer Main.
- B. Increasing the size of the water service tap serving a premises within the District.
- C. Replacing, reconstructing, or lining an existing Service Line, even when re-use of the existing Tap is expected. (A Connection Permit is not required for minor repair work on a Service Line outside of the right of way. However, see section 1.10 of these rules, "NOTICE OF EXCAVATIONS.")
- D. Conducting any work on a Service Line within the right of way, or conducting any work on a Tap.
- E. Reconnecting a disconnected Service Line to the Main.

Application for a Connection Permit shall be made to the District **on the form or forms furnished by the District**, give a full description of the work to be done, the address of the premises to be served and the name of the licensed plumber or contractor to perform the work under the Permit, and provide additional plans and information as the District may require. Applicable fees as specified in Article 4 of these Rules shall be paid with the application. For new Service Lines and increases in the size of water service taps, the User/Contractor shall also obtain permits and pays fees as required by Englewood and Denver Water.

3.1.2 DISCONNECTION PERMIT. Before any residence is demolished or Service Line is disconnected, a Disconnection Permit shall be obtained from the District and arrangements shall be made to cover required fees as established by the Board in these Rules. Application for a Disconnection Permit shall be made to the District **on the form or forms furnished by the District**, describe the anticipated duration of the disconnection, the address of the premises, proposed location and plans for the disconnection, and the name of the licensed plumber or contractor to perform the work under the Permit. The applicant shall provide additional plans and information as the District may require. The User/Contractor shall also obtain any permit and pay any fees required by Englewood.

Note: A Connection Permit is required before a disconnected Service Line is reconnected to the Main.

When a Property Owner seeks permanent disconnection of sewer service for a premises, or when sewer service for a premises has been disconnected for more than **two years** (or such longer period approved in writing by the District), sewer service shall be considered abandoned. Any application for a Connection Permit to serve a premises where sewer service

has been abandoned shall be considered an application for a new Tap, and the fees for a new Tap shall apply without credit for any Tap fee previously paid. Abandonment shall not limit the District's right to levy taxes against the property.

3.2 APPROVAL STANDARDS; REVOCATION.

3.2.1 APPROVAL STANDARDS. Upon a determination that all of the following conditions exist or have been met with respect to the application, the District shall issue a Connection Permit or Disconnection Permit:

- A. The written application and information submitted therewith is accurate, complete, and proper as to form.
- B. The person making application has the authority or consent to do so from the Property Owner.
- C. All applicable fees and charges imposed by or through the District are paid at the time of application, unless prepayment is waived by the District.
- D. The affected property is within the legal boundaries of the District and the area authorized for service under the Connector's Agreement with Englewood.
- E. For a new Service Line, or a premises where the size of the water service tap will be increased, the District System downstream from the Tap, and the Englewood transmission and treatment facilities, are adequate to serve the Tap, and the Tap or increased capacity applied for is then available under the current Tap allocation program of Englewood.
- F. The application and submitted plans are consistent with the Specifications.

3.2.2 CONFORMITY WITH DISTRICT STANDARDS. Notwithstanding any other provision of these Rules, the District may terminate or withhold Permits or approvals for service from any facilities, or for actions, that do not conform to the Rules, the Specifications, or the Wastewater Utility Ordinance.

3.2.3 REVOCATION. The District may revoke any Permit, before or after it has been issued or used, upon a determination that the application therefor contained false or inaccurate information and, but for such misinformation, the application would have been denied when made.

3.3 EXPIRATION. Obtaining a Permit from the District does not obligate the Property Owner to use the Permit, but such Permit shall expire and be of no further force or effect if it is not used within six months from the date issued. In the event of expiration, the District will not refund any portion of a Tap fee paid with the application, but the amount of the Tap fee so paid will be applied toward applicable fees if the Property Owner reapplies for the Connection Permit, under the then current schedule of fees.

3.4 NON-TRANSFERABILITY OF PERMIT. Each Permit applies only to the premises identified thereon and is not deemed in any sense to be personal property. No Permit may be

transferred from one premises to another without the approval of the District, but a Permit shall be deemed to follow any transfer or sale of the fee ownership of the Permitted Premises.

3.5 SINGLE TAP CANNOT SERVE MULTIPLE PROPERTIES. Not more than one separately described parcel of land shall be served by any single Tap. In the event of a subdivision, sale, or transfer of any part or parts of any separately described parcel of land served by a single Tap, the owner of that part closest to the Tap, following the route taken by the Service Line, shall be entitled to keep the original Tap, and the owner of each other part shall be required at their sole expense to obtain a new and separate Tap for their part of the property. If there are Improvements upon their part of the property which were served by the Tap at the time of the subdivision, sale, or transfer, they shall obtain such new Tap within 30 days of the date of such subdivision, sale or transfer. Any violation of this section shall be deemed an unauthorized Tap or connection to the District System.

3.6 MULTIPLE STRUCTURES. Unless the Board approves a waiver in writing, any Property Owner constructing a separate Wastewater-producing structure on a parcel of land shall obtain a Connection Permit and pay the Tap fees for a new Service Line Tap, and design and construct a new, separate Service Line and Tap for such structure.

3.7 SERVICE LINE AND TAP INSTALLATION REQUIREMENTS. Once the Property Owner has obtained the Connection Permit, Property Owner shall conduct the work on the Service Line and/or Tap at their sole cost and subject to the following:

3.7.1 CONSTRUCTION. Work on the Service Line and Tap shall be done in accordance with the Connection Permit, approved plans, and Specifications.

3.7.2 INSPECTION. Before activation/use, the Tap and Service Line must be inspected and approved by the District. Property Owner shall notify (or cause their Contractor to notify) the District not less than **five business days** before starting work on the Service Line and/or Tap and shall set a time for the District's inspection thereof. If there are exigent circumstances, the District may waive or accept less than five business days advance notice before work starts, but this shall not alter the inspection requirement. If Property Owner or their Contractor backfills the Tap or Service Line before the District has inspected the work, Property Owner shall at their sole cost re-excavate the area of the work to allow the District to perform its inspection. If Property Owner fails to re-excavate as required, the District may perform the re-excavation and charge the costs to the Property Owner.

3.7.3 RECORD DRAWING. The Property Owner shall supply (or cause their Contractor to supply) the District with a Record Drawing conforming to the District's standards within two weeks after work on the Tap and Service Line has been completed showing the location of the Tap and the Service Line.

3.7.4 CURE OF DEFECTS. The Property Owner shall, at Property Owner's sole cost, correct, repair or replace any work on a Tap or Service Line that the District reasonably determines was not done in conformity with these Rules, approved plans, or the Specifications, or which the District determines to be defective or of poor or unworkmanlike quality. If the Property Owner fails to cure defects in the time specified by the District, the District may cure the defects and charge the costs to the Property Owner as specified in Article 4 and Section 5.5 of these Rules.

3.7.5 NEW SERVICE LINES AND INCREASES IN SIZE OF WATER SERVICE TAPS. For new Service Lines and increases in the size of water service taps, before the Property Owner activates/first uses their sewer Service Line and Tap following the work, Property Owner shall provide confirmation to the District that any required permits were obtained, and any required fees were paid, to Englewood and Denver Water.

3.8 DISCONNECTION REQUIREMENTS.

3.8.1 COSTS. Property Owner shall be solely responsible for the costs of disconnecting Property Owner's Service Line.

3.8.2 STANDARDS. The disconnection of the Service Line shall be done in accordance with the Disconnection Permit and the Specifications. The disconnection shall be done at a location approved by the District, and the Property Owner shall install a plug as approved by District to prevent the entry of Foreign Materials into the District System.

3.8.3 INSPECTION. Property Owner shall notify (or cause their Contractor to notify) the District a minimum of **five business days** before disconnecting their Service Line and shall set a time for the District's inspection of the disconnection and plugging of the Service Line. If there are exigent circumstances, the District may waive or accept less than five business days advance notice before disconnection, but this shall not alter the inspection requirement. If Property Owner or their Contractor backfills the disconnection and plug before the District has inspected the work, Property Owner shall at Property Owner's sole cost re-excavate the area of the work to allow the District to perform its inspection. If Property Owner fails to re-excavate as required, the District may perform the re-excavation and charge the costs to the Property Owner.

3.8.4 CURE OF DEFECTS. The Property Owner shall, at Property Owner's sole cost, correct, repair or replace any part or parts of any work performed during disconnection that the District reasonably determines do not adhere to these Rules, approved plans, or the Specifications, or which the District determines to be defective or of poor or unworkmanlike quality. If the Property Owner fails to cure defects in the time specified by the District, the District may cure the defects and charge the costs to the Property Owner as specified in Article 4 and Section 5.5 of these Rules.

3.9 TAP ALLOCATIONS. Under the Connector's Agreement, Englewood has the right to allocate service to the District and may deny additional service for any utility-related reason. Subject to the foregoing and to any other applicable provisions of the Connector's Agreement, Taps shall be allocated and sold within the District on a first-come, first-served basis.

3.10 MAINTENANCE OF SERVICE LINES. Property Owner shall be responsible for maintaining, repairing and replacing the entire length of their Service Line up to and including the wye or saddle fitting, or other fitting or connection point, on the Main or manhole. Property Owner shall ensure that no root infiltration, storm runoff, or groundwater enters the District System through Property Owner's Service Line. The District may repair or otherwise cure any such condition and charge the Property Owner the costs thereof as provided in Section 5.5 of these Rules, but nothing in this section shall obligate the District to effect any repairs or curative work on a Service Line.

3.11 INDUSTRIAL, COMMERCIAL, AND HAZARDOUS WASTE DISCHARGE PROHIBITED. No Person shall discharge or permit to be discharged into the District System any Industrial, Commercial or Hazardous Waste.

3.12 SWIMMING POOL DISCHARGE PROHIBITED. No Person shall discharge or permit to be discharged any Swimming Pool Discharge into the District System.

3.13 CERTAIN DRAINS PROHIBITED. No drain may be connected to the District System that would or could permit groundwater or surface water to enter the District System. This prohibition applies to foundation and basement drains, pool drains, and any and all groundwater and surface water drainage structures or systems, without limitation. Sump pumps shall not be connected to or permitted to discharge into the District System.

3.14 CESSPOOLS AND SEPTIC TANKS. No connection to the Main will be permitted if the Service Line extends through or from a cesspool or septic tank.

ARTICLE 4 FEES AND CHARGES

4.1 LIABILITY. The fees and charges provided in these Rules are the personal, joint and several obligation of the owners of the property for which service is furnished or the charge is made, but the full amount of any such fees and charges shall also be a perpetual lien against any such property, as provided by Section 32-1-1001(1)(j), C.R.S. The District assumes no responsibility for any agreement made between Property Owners and tenants, regardless of how made and regardless of whether the District has notice thereof. Notwithstanding the foregoing, however, any application/plan review or observation/inspection fee shall also be the personal obligation of any Person who orders or requests the District to perform such work, even though such Person may have acted in a representative capacity when doing so.

4.2 TAP FEES.

4.2.1 GENERAL. Property Owners shall pay a Tap fee to the District for new Service Line Taps and for increases in the size of the existing water service tap. No Tap fee shall be due for the repair, reconstruction, lining or replacement of an existing Service Line, or for reconnection of an existing Service Line, unless a new Service Line is otherwise required, the size of the water service tap is being increased, or there has been an abandonment of sewer service (section 3.1.2). The Tap fee is due and payable to the District along with the application for the Connection Permit.

4.2.2 TAP FEE FOR NEW SERVICE LINE CONNECTIONS.

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|-------------------------------|--|
| ¾ inch water tap: | \$10,650.00 |
| 1 inch water tap: | \$17,750.00 |
| Larger than 1 inch water tap: | \$17,750.00 plus an additional amount proportional to the maximum increase in water flow at the water tap compared to maximum flow at a 1 inch water tap, as determined by the District's engineer, assuming a velocity of 10 feet per second. |

4.2.3 TAP FEE FOR INCREASES IN SIZE OF WATER SERVICE TAP.

| | |
|-------------------------------------|--|
| Increase in water tap size | |
| from ¾ inch to 1 inch: | \$7,100.00 |
| Other increases in water tap sizes: | Using the Tap fees for new Service Lines specified in Section 4.2.2 as a basis, an amount proportional to the maximum increase in water flow at the water tap compared to maximum flow at the existing water tap, as determined by the District's engineer, assuming a velocity of 10 feet per second. |

4.2.4 ENGLEWOOD TAP FEES SEPARATE. The above figures do not include tap fees payable to Englewood. An applicant for a Permit shall pay Englewood's fees directly to Englewood.

4.3 INSPECTION FEES. Whenever District inspection or observation is required under these Rules or the Specifications, the Property Owner shall reimburse the Actual Costs incurred by the District for inspection or observation. If required by the District, the Property Owner shall deposit an amount reasonably estimated by the District to cover the fee for such inspection at the time the application for a Permit is submitted to the District. Any unused portion of the deposit will be refunded, and any deficit will be invoiced to the Property Owner liable therefor. The obligation to reimburse the District for inspection fees applies whether or not the District requires an advance deposit.

4.4 PLAN REVIEW FEES. Whenever the District requires submittal of plans as part of a Permit application, the Property Owner shall reimburse the Actual Costs incurred by the District for

review of such plans. If requested by the District, the Property Owner shall deposit an amount reasonably estimated by the District to cover the fee for such review. Additional deposits may be required as needed based upon the District's estimate of Actual Costs, and plan review may be suspended until any required additional deposits are made. Any unused portion of deposits will be refunded, and any deficit will be invoiced to the Property Owner. The obligation to reimburse the District for plan review fees applies whether or not the District requires an advance deposit.

4.5 ENGLEWOOD CHARGES. Englewood bills users directly for sewage treatment services. Any and all Englewood charges for sewage treatment services shall be paid by the Persons liable therefor. The District is liable to Englewood under the Connector's Agreement for any such charges not paid by the customer, and, accordingly, when any unpaid Englewood service charges are certified to the District by Englewood as being delinquent, or are invoiced by Englewood to the District under the Connector's Agreement, such charges shall immediately be deemed District charges and shall be immediately due and payable to the District.

4.6 CURE CHARGES. Whenever the District cures any defect, deficiency, nonconformity or violation as provided in these Rules, or as a result thereof finds it necessary to disconnect, interrupt or reconnect any Service Line, any Person who is responsible under these Rules to cure such condition, or whose act or omission resulted in the necessity for the curative action, shall be liable and obligated to reimburse the Actual Costs incurred by the District for such undertaking.

4.7 CIVIL FINES PASS THROUGH. Any Person who, by act or omission, causes the District to incur any fine or penalty assessment imposed by federal, state, county, or municipal authorities shall be fully liable to the District for the total amount of the fine so assessed.

4.8 DELINQUENCY CHARGES; COLLECTION COSTS; LIEN. Full payment of any and all fees or charges imposed or assessed by the District is due upon presentation of the District's invoice, unless these Rules provide otherwise for notice or payment of any specific charge. The invoice shall be conclusively deemed presented to a Property Owner if personally served upon him, or if mailed postage prepaid by first class mail addressed to the service address of the property or any other address for the Property Owner known to the District. Any amount so invoiced or otherwise due and payable will become delinquent 30 days thereafter, and the full amount of any delinquent balance shall thereafter bear interest at the rate of one percent (1%) per month, compounded monthly. Further, the District may impose a penalty and add the same to any unpaid indebtedness after 60 days from the invoice or due date. Any Person liable for such fees and charges shall also be obligated to pay any and all costs of collection, including reasonable attorney fees and court costs, actually incurred by the District. Until paid, all rates, tolls, fees, charges, interest, penalties, and costs of collection shall constitute a perpetual lien on or against the property served.

4.9 WITHHOLDING APPROVALS AND PERMITS. Notwithstanding any provision of these Rules to the contrary, the District may withhold Permits, approvals, or other authorizations from any Person until all sums then due to the District from such Person are paid in full.

4.10 RIGHTS AND REMEDIES PRESERVED. Nothing in this Article 4 shall be construed as a limitation or as an alternative to any right or remedy of the District regarding collections, termination of service, or other enforcement rights and remedies set forth in Article 5.

ARTICLE 5 ENFORCEMENT AND ADMINISTRATION

5.1 DISTRICT AGENTS AND REPRESENTATIVES. Each member of the Board, and any agent of the District designated by the Board, shall have full authority to act for and on behalf of the District in any matter affecting the administration or enforcement of these Rules.

5.2 ENGLEWOOD PROVISIONS. Pursuant to Section 1.6.1 above, all provisions of the Englewood Wastewater Utility Ordinance are fully effective within the area of the District. Every Person who undertakes any work on District facilities or who uses or seeks to use such facilities shall comply with such ordinance. District personnel are hereby authorized and empowered to enforce any and all such provisions, and any lawful order or direction of Englewood, within the area of the District with the same force and effect as if such provision or order were set forth verbatim in these Rules or issued by the District. Likewise, duly accredited personnel of Englewood are hereby authorized and empowered to enforce such provisions or orders within the area of the District with the same force and effect as District personnel.

5.3 RIGHT OF ENTRY FOR INSPECTIONS AND CORRECTIVE MEASURES. Duly authorized representatives of the District shall be permitted to enter upon all property at reasonable times for the purpose of inspecting, observing, measuring, sampling, and testing, or to effect any corrective maintenance, repairs or procedures, in connection with the enforcement and administration of these Rules. This does not impose any obligation upon the District to effect any such corrective measures. To the extent practicable, District representatives will give notice to the occupant of the premises prior to entry.

5.4 SUSPENSION OR TERMINATION OF SERVICE. In addition to, and without waiving any other available remedy, the District may suspend or terminate service to any property where or as to which a violation of these Rules, or of any Permit, approved plans or applicable contract, or of any standard imposed by or through the Wastewater Utility Ordinance, occurs or continues, in accordance with the following:

5.4.1 IMMEDIATE SUSPENSION/TERMINATION. The District may issue an order immediately terminating service without notice and hearing upon revocation of any Connection Permit (section 3.2.3), or immediately suspending service without notice and hearing when such suspension is necessary in order to stop or prevent an actual or threatened discharge that presents or may present an imminent or substantial endangerment to the property, health or welfare of any person or the general public or to the environment, or causes interference or

damage to District or Englewood facilities, or causes the Englewood Treatment Plant to violate any condition of its National Pollutant Discharge Elimination System (NPDES) permit.

5.4.2 SUSPENSION/TERMINATION FOLLOWING NOTICE AND OPPORTUNITY FOR HEARING.

In the absence of the circumstances specified in section 5.4.1, above, the District will provide notice and an opportunity to be heard under this section 5.4.2 prior to suspension or termination of service.

A. When it appears that any fees or charges imposed under these Rules become delinquent, or that any other cause for suspension or termination of service exists, the District may mail or deliver to the owner of the property where or as to which the deficiency occurs, at the service address or a known current mailing address for the Property Owner of the affected property, a notice advising him of the following: (1) the alleged deficiency; (2) that sewer service to the property will be suspended or terminated on account of such deficiency on a date not less than 30 days from the date of the notice unless the stated deficiency is sooner cured; (3) that Property Owner has the right to a hearing at which Property Owner may be heard concerning the alleged deficiency; and (4) that Property Owner must request the hearing in writing before the suspension or termination date specified in the notice if Property Owner desires the hearing to be held. Posting the notice conspicuously at the service address shall constitute delivery thereof to Property Owner.

B. If the Property Owner does not cure the stated deficiency or request a hearing within the time provided, the District shall forthwith order the service to be suspended or terminated, as appropriate.

C. If the Property Owner makes timely written request for hearing, the Board shall promptly schedule and hold such hearing. The Board shall state the reasons supporting its decision. Suspension or termination of service shall be stayed until the Board holds the hearing and renders its decision.

D. Upon an adequate showing of mitigating circumstances by the Property Owner, the Board may extend the stay for up to 10 days following the date of its decision. If the deficiency is not cured as required within such period, the District shall forthwith order the service suspended or terminated, as appropriate.

5.4.3 EXECUTION OF ORDER. Any Person notified of a suspension or termination of service shall immediately stop or eliminate the discharge of any and all Wastewater from the property affected by such order on the effective date of the suspension or termination. The District may take such steps as deemed necessary, including a physical interruption or disconnection of service, in order to enforce the suspension or termination order.

5.4.4 GROUNDS FOR TERMINATION; EFFECT. Service shall be terminated and not merely suspended if (1) the Connection Permit therefor is revoked; or (2) the connection providing such service was not authorized when made; or (3) the service was suspended at least two

times within the preceding five years as a consequence of the acts or omissions of the same Property Owner. Any service terminated under this Section 5.4 may not be reinstated. The owner of any property whose service has been so terminated may apply for a new Tap and pay associated fees, including a new Tap fee, pursuant to Articles 3 and 4.

5.4.5 REINSTATEMENT OF SUSPENDED SERVICE. Any suspension order shall be rescinded by the District upon a determination that the deficiency forming the basis for such suspension order has been cured and that no further or other nonconforming conditions or uses of the District System are evident on the property affected by the suspension order. The District shall not reinstate service until the Person requesting reinstatement has paid the full amount of any and all amounts then due to the District from such Person.

5.5 CURE OF VIOLATIONS.

5.5.1 ORDER TO CURE. If the District determines that any sewer facilities are not in conformity with these Rules or any Permit, or that the terms of any agreement between the District and a Property Owner are being violated, it may give written notice thereof to the Property Owner at the service address or any other address for such Person known to the District. Such notice shall specify the non-conformity, direct the Property Owner at Property Owner's cost to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work.

5.5.2 DISTRICT CURE AT OWNER COST. If the Property Owner fails within the specified time following such notice to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the Property Owner for the District's actual costs incurred in connection therewith. Those provisions of Article 4 applicable to invoicing and collection of fees and charges shall apply to any charges assessed to the Property Owner under this section.

5.6 APPEALS. Any orders, directives or decisions of a District manager or agent relating to the administration or enforcement of these Rules may be appealed, in writing, to the Board within 10 days of the effective date of the order, directive or decision.

5.7 VIOLATIONS AND PENALTY CHARGES. This section specifies violations and corresponding penalties. Penalties are imposed to help defray the District's costs in discovering, investigating, curing, and repairing the consequences of violations of applicable requirements, and to deter persons from committing such violations. Such penalties apply to any Person who the District determines causes, or attempts to cause, or who permits, solicits, aids or abets any other Person to cause or attempt to cause, by act or omission, any of the violations described below. For the purposes of this section, it shall be rebuttably presumed that the owner of the property served by any private sewer facilities where or upon which such violation exists, or of property which directly benefits from such violation, is the Person who caused or permitted the same to occur.

A separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue.

Those provisions of Article 4 applicable to invoicing and collection of fees and charges shall apply to penalties imposed under this Section 5.7.

5.7.1 UNAUTHORIZED CONNECTION; FAILURE TO OBTAIN REQUIRED PERMIT.

A. Connecting a new Service Line, or reconnecting a disconnected Service Line, to the District System, without an approved Connection Permit: \$1,000.00.

B. Replacing, reconstructing, or lining an existing Service Line without an approved Connection Permit: \$1,000.00.

C. Conducting any work on a Service Line within the right of way, or conducting any work on a Tap, without an approved Connection Permit: \$1,000.00.

D. Failing to construct a new Service Line and Tap for a subdivided lot, as required by Section 3.5 above: \$1,000.00.

E. Failing to construct a new Service Line and Tap for a new, separate structure on an existing lot, as required by Section 3.6 above: \$1,000.00.

F. Failing to obtain a Connection Permit when the size of the water service tap is increased: \$1,000.00.

G. Joining two or more Taps without the express, written authorization of the District: \$1,000.00.

H. Failing to obtain a Disconnection Permit: \$250.00.

5.7.2 UNAUTHORIZED DISCHARGE. Discharging, putting or allowing entry of the following into the District System:

A. Industrial, Hazardous or Commercial Waste: \$5,000.00.

B. Foreign Materials: \$500.00.

C. Swimming Pool Discharge: \$500.00.

D. Any other Wastewater without District authorization or in violation of these Rules: \$250.00.

5.7.3 FAILURE TO OBTAIN OR PERMIT INSPECTION, INTERFERENCE.

A. Refusing to permit District employees, Board members, or agents to inspect the premises, or interfering with the employees, Board members, or agents of the District in the performance of their duties: \$1,000.00.

B. Failing to properly obtain or arrange for District inspection when required by these Rules: \$1,000.00.

5.7.4 CONNECTING PROHIBITED DRAINS. Connecting a prohibited drain (section 3.13) to the District System: \$500.00.

5.7.5 TAMPERING. Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System, obstructing the flow of Wastewater in the District System, or obstructing access to District facilities: \$5,000.00.

5.7.6 EASEMENT/RIGHT-OF-WAY VIOLATIONS. Without District approval, placing or installing any plant, structure or improvement within the boundaries of any District right-of-way or easement: \$150.00.

(For the purposes of this provision, the term "structure" includes, but is not necessarily limited to, walkways, roads, curbs, gutters, sprinkling systems, other utility facilities including those for cable TV, fences, walls, pools, ponds, water features, and any and all earthen improvements such as berms and grades providing lateral support to any building or other structure.)

5.7.7 UNAUTHORIZED ENTRY. Opening any manhole or entering any portion of the District System without authorization: \$1,000.00.

5.7.8 INFILTRATION. Permitting root infiltration, storm runoff, or groundwater to enter the District System after reasonable notice to cure such condition: \$250.00.

5.7.9 ESCAPE OF WASTEWATER. Permitting Wastewater to escape from the District System: \$500.00.

5.7.10 FAILURE TO REPORT. Failing to report damage to or alteration of any District facility, or any Foreign Materials or obstruction in the flow of Wastewater in any District facility: \$500.00.

5.7.11 VIOLATION OF STOP WORK ORDER. Performing or continuing to perform any work in violation of a stop work order: \$500.00.

5.7.12 FAILURE TO PROVIDE RECORD DRAWINGS. Failing to furnish record drawings of Taps and Service Lines as installed: \$100.00.

5.7.13 VIOLATION OF SUSPENSION/TERMINATION ORDER. Failing to stop or eliminate the discharge of Wastewater from property affected by an order suspending or terminating service to such property: \$1,000.00.

5.7.14 FALSE OFFICIAL STATEMENT. Making or filing with the District any statement, report or application that the Person making or filing same knows or has reasonable cause to know is false or substantially inaccurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate: \$500.00.

5.7.15 FAILURE TO NOTIFY OF EXCAVATIONS. Failing to notify the District as required by these Rules of excavations in any area where District facilities are located: \$1,000.00.

5.7.16 OTHER. Any Other Failure to Comply With These Rules: \$250.00.

5.8 CIVIL DAMAGES. In addition to and without waiving any other available remedy, the District may recover civil damages from any Person liable to the District under the laws of the United States or the State of Colorado for any violation of these Rules or other unlawful act or omission. Such damages shall include the District's actual costs of discovering, investigating, curing, mitigating and repairing the consequences of such violation or other unlawful acts or omissions.

5.9 INJUNCTIVE RELIEF. In addition to and without waiving any other available remedy, the District may seek injunctive relief for any act or omission that violates these Rules, or that otherwise jeopardizes the health or property of any Person, including the District.

5.10 ATTORNEY'S FEES, COURT COSTS. Should the District prevail in an action under Section 5.8 or Section 5.9 or an action under both Sections, the District shall be entitled to recover reasonable attorney's fees and court costs incurred by the District.

5.11 REMEDIES CUMULATIVE. The remedies available to the District under these Rules, under the Wastewater Utility Ordinance, and under the laws of the State of Colorado shall be deemed cumulative, and the utilization by the District of any single such remedy or combination thereof shall not preclude the District from utilizing any other remedy or combination thereof.

NOTE: The following State Statutes are potentially applicable. Any suspected violation may be reported to the applicable law enforcement agency and prosecuted in State Courts:

18-4-401 Theft

18-4-501 Criminal Mischief (Damages or destruction of property)

18-4-503 & 504 Trespass

18-5-505 & 506 Tampering (Interruption of Service; unauthorized connection)

18-8-102 Obstructing Government Operation

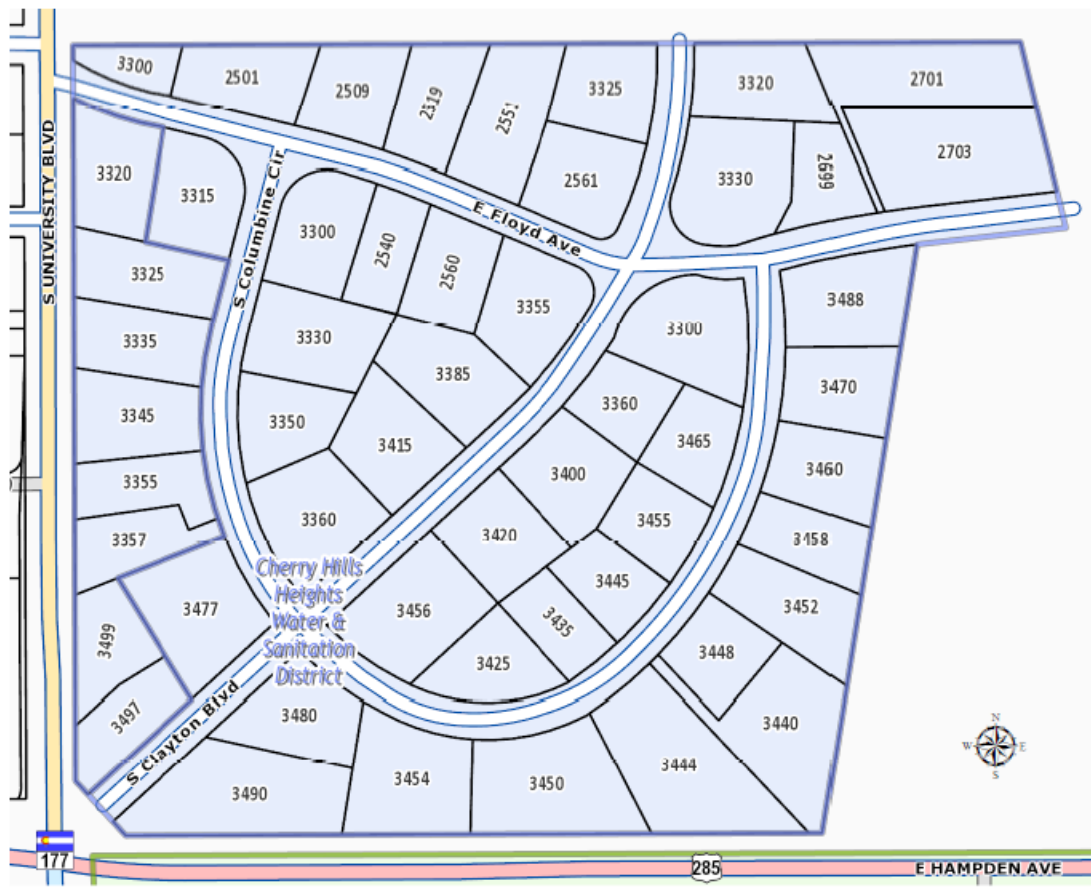
18-8-106 Refusing Inspection

18-8-111 False Reporting

18-8-113 Impersonating Public Servant

18-8-114 Abuse of Public Records

APPENDIX 1
MAP OF CHERRY HILLS HEIGHTS WATER & SANITATION DISTRICT
(DISTRICT AREA SHOWN IN BLUE)
(NOT TO SCALE)



APPENDIX 2 SPECIFICATIONS

SECTION 1 – DESIGN CRITERIA, MATERIALS, INSTALLATION, TESTING

1.1 GENERAL.

Installation of all Service Lines and their connection to the Main, and disconnections, shall adhere to these Specifications, including the construction detail drawings referenced in Section 3 of these Specifications, the Rules, all Permit terms, and all plans approved by the District. Service Lines shall be designed to transport the peak sewage flow from the residential use to the District System. Service Lines shall be sized by the Property Owner's architect or engineer using the Uniform Plumbing Code (UPC) method, and shall be a minimum of four (4) inches in diameter. Service Line sizing calculations shall be submitted to the District for review whenever a new or replacement Service Line is proposed.

Service Line slopes shall be designed by the Property Owner/Property Owner's engineer, but shall be subject to District review. Within right-of-way or District easement, or within 30 feet of the District Main, whichever distance is greater, Service Lines shall have a minimum slope of 2% and maximum slope of 12% for 4-inch pipe, and a minimum of 1% and maximum of 10% for 6-inch pipe.

The District is not responsible for the sizing or adequacy of the Service Line to perform its intended use and assumes no responsibility for the Service Line's maintenance or operation.

Service Lines shall be located a minimum of ten (10) feet from water services, typically on the downhill side of the water service.

1.2 SERVICE LINE CONNECTIONS TO MANHOLES

Absent District written approval, no Service Line shall be connected to a District manhole.

1.3 CLEANOUTS

Cleanouts shall be installed on Service Lines per the latest revision of the Uniform Plumbing Code; at points of horizontal and vertical deflection that exceed 135 degrees; and on Service Lines that exceed 100 feet in length. Construction details showing material requirements and installation procedures for cleanouts are referenced in Section 3 of these Specifications. The cleanout diameter shall match the nominal diameter of the Service Line. Care shall be taken to locate cleanouts at a point where surface water does not accumulate. When cleanouts are to be located in existing or future landscaped areas, the cleanout cover shall be placed 4-6 inches above finished grade.

1.4 TRACER WIRE

A 10-gauge tracer wire shall be installed on all new and replacement Service Lines. (See Section 9-1.5-103(10), C.R.S.) A test station will be located at the building. This requirement does not apply to routine repairs.

1.5 PRIVATE LIFT STATIONS. The District has determined that lift stations constitute a source of maintenance and operational problems, and should be avoided if practicable. Where there is no alternative alignment that would allow gravity flow of Wastewater from any served premises to the District System, then a lift station may be permitted subject to approval by the District of the design, location and discharge rate of such lift station. Such a lift station shall be owned, operated and maintained by Property Owner at Property Owner's sole cost and expense; the District will assume no responsibility for the sufficiency, quality, operation, repair, maintenance or replacement of such lift station. Such a lift station shall at all times conform to the District's requirements, and to applicable Tri-County Health Department and State Health Department specifications and regulations. (Note: District approval is not required for residential sewage ejector pumps (typically 1/2 hp or less) within a premises that are used to move Wastewater from basement plumbing fixtures to the premises' Service Line.)

1.6 PROTECTION OF WATER SUPPLIES

1.6.1. WATER SUPPLY INTER-CONNECTIONS

There shall be no physical connection between a public or private potable water supply system and a sanitary sewer, or appurtenance thereto, that would permit the passage of any sanitary sewage or non-potable water into the potable water supply.

1.6.2. RELATIONSHIP TO WATER SUPPLY SOURCES

While no general statement can be made to cover all conditions, it is generally recognized that sanitary sewers must be kept remote from public water supply wells or other water supply sources and structures in accordance with the applicable Colorado State and/or County Health Department Standards.

1.6.3. RELATIONSHIP TO WATER LINES

Sewers shall be located a minimum of ten (10) feet horizontally from existing or proposed water lines (centerline distance). Where sewer lines cross water mains, the sewer pipe shall be a minimum of 18" clear distance vertical separation from the water line. If this clear distance is not feasible, the crossing must be designated and constructed so as to protect the water line. Minimum protection shall consist of the installation of an impervious and structural sewer. All such cases must be brought to the District's attention and a sound engineering solution shall be determined on a case-by-case basis. In all cases, suitable backfill or other structural protection shall be provided to preclude settling and/or failure of any pipe.

1.7 PIPE MATERIAL AND CHARACTERISTICS

New and replacement Service Line pipe and fittings shall be polyvinyl chloride (PVC) and shall conform to relevant requirements contained in Section 4.2 of Southgate Sanitation District's *Sanitary Sewer System Specifications*, (hereafter "Southgate's specifications"), which may be found at <https://southgatedistricts.org/182/Sanitary-Sewer-System-Specifications>. The provisions of Section 4.2 of Southgate's specifications are hereby incorporated by reference. Any questions as to relevance or application of Section 4.2's provisions shall be resolved by the District's engineer.

1.8 CONNECTIONS

1.8.1 GENERAL

Only four (4) inch and six (6) inch Service Lines may be connected to the Main. Larger connections to the Main are not permitted.

1.8.2 SERVICE LINE CONNECTIONS TO NEW CONSTRUCTION.

In line "wyes" are the only fittings acceptable for Service Line connections to new construction and shall be equal in pipe class to the Main to which they are connected. Construction shall be in conformance with this Section and the construction details referenced in Section 3 of these Specifications. Fitting material shop drawings shall be submitted to the District for review prior to construction. In-line wye fittings shall be installed at the locations indicated on the reviewed and signed plans. The "wye" shall be rotated to provide entrance into the main line at the "ten" or "two" o'clock position. The Contractor shall record the connection invert elevation and distance from the nearest downstream manhole immediately upon installation. This information shall be shown on the Record Drawings.

1.8.3 SERVICE LINE CONNECTIONS TO EXISTING CONSTRUCTION

Construction shall be in conformance with this Section and the construction details referenced in Section 3 of these Specifications.

1.8.3.1 CONNECTIONS TO EXISTING PVC MAINS

Service Line connections to an existing PVC Main requires the use of a long-body style "wye" saddle and rubber gasket secured to the pipe using double stainless steel straps. The existing PVC Main shall be scored to the shape of the wye using a template approved by the saddle manufacturer. The hole shall be cut with a hole cutter or keyhole saw and cleanly machined by hand to remove all burrs, rough edges, and debris. The exterior of the Main shall be wiped clean and prepared with an approved solvent prior to the installation of the saddle. The saddle shall be solvent welded to the pipe and drawn tight against the pipe using double stainless steel straps.

Upon completion of the Tap, the Main, tapping saddle and Service Line within the sanitary sewer line trench shall be bedded with materials per Section 4.12.5 of Southgate's specifications and hand tamped prior to backfilling. The provisions of Section 4.12.5 of Southgate's specifications may be found at <https://southgatedistricts.org/182/Sanitary-Sewer-System-Specifications> and are hereby incorporated by reference. Any questions regarding the application of Section 4.12.5's provisions shall be resolved by the District's engineer.

1.8.3.2 CONNECTIONS TO EXISTING CONCRETE OR CLAY MAINS

Unless use of a tee fitting is specifically approved in writing by the District, connection to existing concrete or clay sewer lines shall be made using a long-body style PVC wye saddle and rubber gasket with double stainless steel straps. The Main shall be "core drilled" with a circular bit. Necessary precautions shall be taken so that the removed circular segment is not lost in the Main. Percussion taps shall not be allowed. A percussion tap is defined as breaking the existing pipe material out in a circular fashion using a hammer and chisel or similar method. The circular hole shall be cleaned by hand to remove all rough edges and debris. The exterior of the Main shall be wiped clean and prepared with an approved solvent prior to the installation of the gasket wye saddle. The saddle shall be drawn tight against the gasket and existing line by means of double stainless steel straps.

Upon completion of the Tap, the tapping saddle shall be reinforced with a concrete collar. The Main and tapping saddle shall be bedded with materials per Section 4.12.5 of Southgate's specifications and hand tamped prior to backfilling. Any questions regarding the application of Section 4.12.5's provisions shall be resolved by the District's engineer.

1.8.4 TESTING OF SERVICE LINE CONNECTIONS

No specific testing is required by the District for the in-line fittings or saddle type connections. However, the Contractor shall notify the District **five business days** (or, if there are exigent circumstances, such lesser period acceptable to the District) prior to starting work on any Tap and arrange for a time for the District to inspect the Tap. (See section 3.7.2 of the Rules.) All Service Lines shall be plugged at the end of the service with a watertight plug manufactured for use with the Service Line material. End plugs must be able to withstand the internal pressure of any leakage testing conducted.

1.9 DISCONNECTIONS, ABANDONMENT

Any sewer service disconnection shall be done at the location approved by the District, and Contractor shall install a plug as approved by District to prevent the entry of Foreign Materials into the District System. Permanent disconnections and abandonments shall conform to construction detail drawing SS-26 from Southgate's specifications. The drawing may be found at <https://southgatedistricts.org/182/Sanitary-Sewer-System-Specifications> and is hereby incorporated by reference.

1.10 EXCAVATION, TRENCHING

Excavation and trenching for Service Lines shall conform to the relevant requirements of Sections 4.12.1.1, 4.12.1.2, 4.12.1.3, 4.12.1.4, 4.12.3, and 4.12.4 of Southgate's specifications. The provisions of these sections of Southgate's specifications may be found at <https://southgatedistricts.org/182/Sanitary-Sewer-System-Specifications> and are hereby incorporated by reference. Any questions regarding the application of these provisions shall be resolved by the District's engineer.

Solid rock, boulders and large stones shall be removed to provide a minimum clearance of at least nine inches below the pipe and fittings.

1.11 LAYING OF PIPE

Laying of Service Line pipes shall conform to the relevant requirements of Sections 4.12.6.1 through 4.12.6.6 of Southgate's specifications. The provisions of these sections of Southgate's specifications may be found at <https://southgatedistricts.org/182/Sanitary-Sewer-System-Specifications> and are hereby incorporated by reference. Any questions regarding the application of these provisions shall be resolved by the District's engineer.

1.12 BACKFILLING

All trenches shall be backfilled after pipe, fittings and appurtenances have been installed and reviewed. Backfilling shall conform to the relevant requirements of Sections 4.12.7.1, 4.12.7.2, 4.12.7.4, and 4.12.7.5 of Southgate's specifications. The provisions of these sections of Southgate's specifications may be found at <https://southgatedistricts.org/182/Sanitary-Sewer-System-Specifications> and are hereby incorporated by reference. Any questions regarding the application of these provisions shall be resolved by the District's engineer.

1.13 FINAL CLEAN UP

The Contractor shall clean street right-of-ways and easements of all rubbish, excess materials, temporary structures and equipment and shall leave the same areas to plus or minus 1/10 of a foot from the elevations that existed prior to construction or the final grades as shown on the reviewed and signed plans.

SECTION 2 - CONTRACTOR'S CONSTRUCTION REQUIREMENTS

2.1 GENERAL CONSTRUCTION STANDARDS

All excavations affecting or involving any part of the District System and all work on Service Lines and Taps shall be performed in conformity with and are subject to the requirements and conditions set forth herein. Whenever any provision of these Specifications or the Rules imposes a duty upon a Contractor, the term "Contractor" in such context shall be deemed to apply also to the Property Owner.

2.2 COMPLIANCE

Contractor shall comply with all District, City of Englewood, Arapahoe County, State and Federal Rules, Regulations, Standards and Specifications.

2.3 PERMITS

Contractor shall be responsible for determining and obtaining any and all permits required for the work from other governmental entities or agencies having jurisdiction, and shall perform the work in accordance with any and all applicable ordinances, regulations, laws and orders of, or permits issued by such entities or agencies.

2.4 SUBSURFACE STRUCTURES

Any Contractor who plans to excavate in any area where District facilities are located shall give written, personal or telephone notice of the intended date, extent, and duration of such excavation to the District at least **five business days** before beginning any such work. The District may waive the requirement for five business days advance notice in the event of an excavation required due to an emergency.

This requirement shall be in addition to the Contractor's responsibility to request utility locates using the State's 811 system. The Contractor shall be responsible for verifying the existence and horizontal and vertical location of all subsurface structures in the area of excavation.

If a Contractor damages any District facilities during construction, Contractor shall immediately notify the District. The Contractor shall provide bypass pumping, at its own expense, until the District reviews the damage and proposes remedial measures. All costs to repair the District facilities shall be borne by the Contractor. Repairs shall be performed in accordance with District site-specific recommendations.

Any Contractor who damages District facilities shall indemnify and hold the District harmless against any and all claims for damage resulting therefrom, and shall indemnify and hold the District harmless against any and all claims for damages to any such structures.

2.5 MATERIALS AND WORKMANSHIP

All materials and workmanship furnished by the Contractor shall conform to these Specifications and to all plans and designs approved or accepted by the District, and shall be free from all defects due to faulty or non-conforming materials or workmanship.

2.6 INDEPENDENT INVESTIGATION

Contractor shall thoroughly examine the work site to ascertain for itself all soil, geological, groundwater and other conditions to be encountered that might affect the work being undertaken.

The Contractor shall enter into such work relying on its own investigation and information, and not on any statements or representations, if any, that have been made by the District.

2.7 INDEMNIFICATION

By undertaking any work subject to the Rules (including these Specifications), Contractor agrees to indemnify and hold harmless the District from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such work, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or which arise out of any Workmen's Compensation claim of any employee of the Contractor.

Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against such liability, claims or demands at the sole expense of Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. Nothing in this subsection shall be deemed to impose upon Contractor any obligation to defend or hold the District harmless against claims for damages legally caused by any unlawful act or omission of the District.

2.8 REQUIRED SUBMITTALS

No Contractor shall begin work on any Tap; Service Line installation, reconstruction, replacement, lining, reconnection or disconnection; District facilities; or Service Line within the right of way until Contractor has obtained the prior authorization of the District therefore, and has submitted, in addition to any other materials required elsewhere herein, the following, accepted as to form by the District:

2.8.1. WRITTEN AGREEMENT

As required by the District, a writing duly signed by Contractor (1) acknowledging Contractor's consent to be bound by the provisions of this Section 2; (2) agreeing to indemnify the District as provided in 2.7, and (3) agreeing to pay any and all applicable fees and charges provided by these Specifications and the Rules in connection with the work.

2.8.2 FEES

The full amount of all fees payable in advance, or any required costs deposits, or both.

2.8.3 CERTIFICATES OF INSURANCE

- A. A certificate showing that applicant is covered by general liability insurance with minimum limits of \$1,000,000 per person-\$1,000,000 per occurrence and \$100,000 for property damage.
- B. A certificate showing compliance with the provisions of the Worker's Compensation Act of the State of Colorado.
- C. A certificate showing comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

2.8.4 EVIDENCE OF REQUIRED LICENSE

Evidence that the Contractor meets the requirements of Section 1.12 of the Rules that Contractor is a licensed, bonded plumber or a licensed, bonded service contractor.

2.9 STOP WORK ORDERS

2.9.1 ORDER

The District may revoke any authorization for work and issue a Stop Work Order upon a determination that the Contractor has violated or is about to violate any condition of any plan acceptance, any provision of these Specifications or the Rules, any Permit term, or any other standard, specification, or rule imposed by the District. A Stop Work Order shall take effect immediately upon the entry thereof by the District and notice to the Contractor, and shall remain in full force and effect until rescinded in writing by the District.

2.9.2. EFFECT

It is unlawful for any Person to do any work in violation of the terms of any Stop Work Order issued pursuant to this section except such as may be permitted by the District in order to render the construction site safe and secure.

2.10 CURE OF DEFECTS

2.10.1. ORDER TO CURE

If the District determines that any part of the work was not performed in conformity with these Specifications, Rules, Permit terms or accepted plans, or is defective, of poor or unworkmanlike quality, or is otherwise not in conformity with any applicable warranty, it may give written notice thereof to the Contractor. Such notice shall specify the non-conformity, direct the Contractor at Contractor's expense to perform specified remedial work, and specify the period of time determined by the District reasonably necessary for completion of the remedial work.

2.10.2 DISTRICT CURE

If the Contractor fails within the time stated following such notice to cure the non-conformity specified therein, the District, in addition to and without waiving any of its other remedies, may perform the work and charge the Contractor for its actual costs incurred in connection therewith. The provisions of Article 4 of the Rules and Regulations applicable to invoicing and collection of fees and charges shall apply to any charges assessed to Contractor under this section.

2.11 PRE-CONSTRUCTION MEETING

Unless waived by the District, a pre-construction meeting shall be held at a place and time designated by the District prior to the start of any work. The District, Contractor and Property Owner shall be represented at this meeting. Before scheduling the pre-construction meeting, the following requirements must be met:

- Construction plans are approved by the District.
- Applicable fees are paid to the District.
- Any agreement required under Section 2.8.1 has been signed.

After the Pre-construction meeting is held, or if such meeting is waived by the District, the Contractor shall, at least **five business days** prior to the start of construction, notify the District of its construction schedule and start date. If there are exigent circumstances, the District may waive or accept less than five business days advance notice.

2.12 CONSTRUCTION PLANS

Construction plans shall be reviewed and signed by the District or the District's authorized representative. The signed plans shall be kept on the project site by the Contractor at all times.

2.13 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these Specifications shall be considered defective. Whether in place or not, such material shall be removed immediately from the site of the work, unless otherwise permitted by the District. Rejected material, the defects of which have been subsequently corrected, shall not be used until the District has reviewed them and found them acceptable.

2.14 DESIGN REVISIONS DURING CONSTRUCTION

Should the Contractor encounter field conditions that prevent construction to occur in conformance with the reviewed and signed plans or Permit terms, a meeting shall be scheduled by the Contractor with the District to discuss an alternative design. The Contractor's construction shall not deviate from the signed plans or Permit terms without the review and approval of the District.

2.15 TEMPORARY HANDLING OF SEWAGE

Certain work in connection with tying into the existing sanitary sewer facilities may require the temporary handling of sewage either by pumping, bulk heading at low flows, or other means acceptable to the District. Sewage, so diverted, shall be handled in a manner so as not to create a public nuisance or health hazard. Any temporary ditching shall be backfilled and compacted, and the ground elevations restored to original conditions. Handling of sewage shall conform to Colorado Department of Health, Englewood, and Tri-County Health Department requirements. The District will review the Contractor's written "Bypass Pumping Plan." The plan shall be inclusive of all flow rates, pumping equipment, piping and routing, and all contingencies as required to successfully pump flows around working areas. The system should be able to handle at least twice the maximum monthly flow. At least one redundant pump and associated backup equipment shall be provided in the case of failure. Contractor shall be responsible for metering the flow and determining appropriately sized equipment. Metering reports and calculations of flow rates shall be provided as part of this Bypass Pumping Plan.

2.16 RECORD DRAWINGS

Record Drawings shall be provided to the District as specified in Section 3.7.3 of the Rules.

2.17 REPLACEMENT OF EXISTING STREET IMPROVEMENTS

In areas where existing pavement, concrete improvements, storm or drainage improvements, etc. are removed during construction, all facilities shall be replaced in kind to the limits disturbed by the sewer line construction. All replacement shall be in accordance with the appropriate City, County, or State Highway Department Standards.

2.18 SAFETY AND TRAFFIC CONTROL

The Contractor shall determine, initiate, maintain, and supervise all measures necessary to protect the public during construction. It is the Contractor's responsibility to obtain and maintain any necessary permits as required by the jurisdictional City, County, or State Highway Department.

Traffic shall be controlled at those locations throughout the project area in order to maintain an efficient and orderly vehicular and pedestrian traffic flow. All traffic control, construction signing, and residential access, etc., shall be handled in conformance with the Uniform Traffic Control Manual and the appropriate City, County, or State Highway Department Standards.

The Contractor shall furnish, construct, maintain, and remove detours, road closures, lights, signs, fences, barricades, flares, miscellaneous traffic devices, flagmen, drainage facilities, reconstructed paving and such other items and services as are necessary to adequately safeguard the public, both traveling and otherwise, from hazard and inconvenience. The Contractor shall erect and maintain such warnings and directional signs as may be required by the City, County, or State Highway Department.

Should the progress of construction require closure of residential access, the Contractor shall notify the residents who may be affected at least 24 hours in advance of such closure, and provide temporary access. Prior to the start of construction, the Contractor shall notify affected residents as well as the appropriate police and fire departments, giving the approximate starting date expected, completion date, and the name and telephone number of a responsible person representing the Contractor who may be contacted at any hour.

2.19 CONSTRUCTION INSPECTION

Whenever any inspection or testing is required by any specific provision of these Specifications or the Rules, or by the terms of any Permit or plan acceptance, the Contractor shall give the District such notice as is required (**usually five business days**) and shall not cover or otherwise obscure the work until the inspection or testing has been made. The Contractor shall, at its expense, uncover or otherwise make such work accessible for inspection or testing when ordered to do so by the District if Contractor violates this requirement. No inspection or testing will be performed by the District on weekends, holidays, or at night without the express agreement of the District secured in advance.

The District shall decide any and all questions that may arise during construction regarding the work's compliance with these Specifications and the Rules. However, the inspections, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, testing, or reviews required or authorized by these Specifications or the Rules, or by reason of the issuance of any acceptance or Permit for any work subject to these Specifications or the Rules.

The District is not a guarantor of the Contractor's obligations and performance.

Inspections of work in progress and on-site visits are not to be construed as a guarantee by the District of the Contractor's performance.

The District is not responsible for safety in, on, or about the project site, or for compliance by the appropriate party with any regulations relating thereto.

The District exercises no control over the safety or adequacy of any equipment, building components, scaffolding, forms, or any other work aids used in or about the project, or in the superintending of the same.

2.21 FEES

Contractor will pay the District all fees imposed and assessed by the District for reviews, inspections, tests, and any other undertakings performed by the District or its professional consultants in connection with the administration and enforcement of these Specifications and the Rules, as provided by Article 4 of the Rules.

SECTION 3 – CONSTRUCTION DETAIL DRAWINGS

Design and construction of Service Lines and Taps, and disconnection/abandonment of same, shall adhere to the following construction detail drawings:

1. Detail numbers SS-01, SS-02, SS-13, SS-14, SS-23, SS-24 and SS-26 from Southgate's specifications. These drawings may be found at <https://southgatedistricts.org/182/Sanitary-Sewer-System-Specifications> and are hereby incorporated by reference.
2. Regarding the requirement to install tracer wire on Service Lines (Section 1.4 of these Specifications), detail number 11 from Applewood Sanitation District's Sanitary Sewer System Details, which may be found at <http://www.applewoodsan.org/developersinformation.html> and which is hereby incorporated by reference.
3. Regarding the requirement to reinforce connections to existing concrete or clay Mains with a concrete collar (Section 1.8.3.2 of these Specifications), detail number PRI-2 from Appendix 1 of South Englewood Sanitation District's Rules and Regulations, which may be found at <https://southenglewood.org/appendix-1/> and which is hereby incorporated by reference.