

**BENNETT BEAR CREEK FARMS WATER & SANITATION DISTRICT**

**RULES AND REGULATIONS**

July 2013

**BENNETT BEAR CREEK FARMS WATER & SANITATION DISTRICT  
RULES AND REGULATIONS**

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Rules and Regulations

Bennett Bear Creek Farms Water & Sanitation District

IMPORTANT NOTICE

These Rules and Regulations have been enacted to assist the Board in the operation of the District. The sole authority for the operation of the District is vested in the Board of Directors by C.R.S. 1998, §32-4-100, et.seq. Any ambiguity, conflict, omission or question of interpretation shall be determined at the discretion of the Board. Further, the Board reserves the right to change, alter or amend these Rules and Regulations in its sole discretion, as it deems necessary at any time.

ARTICLE I

100. **GENERAL:**

- 101. **PURPOSE:** The purpose of these Rules and Regulations is to assist in the administration and operation of the sanitation system of the District.
- 102. **POLICY:** The rules and regulations hereinafter set forth are adopted to serve the public in securing the health, safety and general welfare of the inhabitants of the District.
- 103. **ADDITIONAL REGULATIONS:** The District is subject to the Rules and Regulations of the Denver Water Board, Metropolitan Wastewater Reclamation District, Colorado Department of Public Health & Environment, Jefferson County, universal plumbing & building codes, and West Metro Fire Protection Code, and other governmental regulatory agencies. **Warning: Compliance with the District's Rules and Regulations does not ensure compliance with the other regulatory agencies' requirements. The District also requires compliance with its technical standards and specifications.**

ARTICLE II

**DEFINITIONS:**

- 200. **ACTUAL COST:** All costs applicable to the construction of a given collection line, and ancillary facilities including but not limited to construction, engineering, administration, district construction observation, plan approval fees and attorneys' fees, which have been paid by the District or constructor.

201. BOARD: The elected or appointed Board of Directors of the District.
202. CONSTRUCTOR OR MAIN CONSTRUCTOR: The landowner(s), developer(s), sub divider(s), or agency(ies) actually paying for the construction of a portion of the District's facilities. These parties or their contractor shall have a contractor's license Class B or better from the Colorado Department of Public Health & Environment.
203. C&A FORM: The District's current Conveyance & Acceptance Agreement which sets out the terms which apply to all Constructors of the District's water and sewer facilities. The Agreement provides terms for all construction of all District facilities, including but not limited to plan checks, construction observation, conveyance and acceptance of facilities and payment of District reimbursable expenses.
204. DISTRICT: The Bennett Bear Creek Farms Water & Sanitation District.
205. DISTRICT ACCOUNTANT: Person or firm, contracted to collect & issue District water and sewer taps and providing billing and general accounting services.
206. DISTRICT ENGINEER: Person or firm that has contracted to do engineering work or consultation for the District.
207. INDIVIDUAL LIFT STATION OR EJECTOR SYSTEM: Device maintained solely by the property owner for discharging sewage from a single family residence or building into the District's sewer mains.
208. LICENSED PLUMBER OR UTILITY CONTRACTOR: A person licensed to work in the District by applicable authority in the State of Colorado.
209. LIFT STATION: Device serving more than one unit for moving sewage, other than by gravity, through the District's sewer mains.
210. METRO: The Metropolitan Wastewater Reclamation District.
- 211.PERSON: Shall mean any individual, firm, corporation, association, society, company or group.
- 212.RULES AND REGULATIONS: These Rules and Regulations, as amended from time to time by the Board.
- 213.SANITARY WASTEWATER: The combination of liquid and water-carried wastes discharged from drains, toilet and other sanitary plumbing facilities.

- 214.SERVICE LINE: Any pipe used to provide sewer service to a building used for residential, commercial or industrial purpose from the District's sewer main.
- 215.SEWER SYSTEM. All facilities for collecting, storing, transporting, pumping, treating and measuring sanitary wastewater.
- 216.SEWER MAIN EXTENSION: Any pipe used as a conduit for sanitary wastewater constructed as an addition to the District's existing sewer system.
- 217.SEWER OR SEWER MAINS: Any pipe, piping or system of piping used as a conduit for sanitary wastewater in the District's sewer system.
- 218.SEWER TAP: The physical connection to a District's sewer main, which, together with the Tap Permit for same, allows sewer service to any permitted premises.
- 219.SFE: SINGLE FAMILY EQUIVALENT. This term is used to describe the basic unit of measurement for water or sewer tap fee determination. The unit is based upon a single family detached residence. For sewer service, each residential unit within a multi-family residential structure is classified as a single-family unit, and therefore, represents one SFE. Commercial and industrial buildings and improvements are classified, and the size of the sewer tap determined by Metro Waste Water Reclamation, which relates the SFE to water meter sizing for non- residential water service. The District follows the SFE determinations established by the Denver Water Department for commercial and industrial uses. Tap equivalents are based upon a fixture unit analysis as established by the District Engineer.
- 220.SHALL is mandatory, MAY is permissive.
- 221.SUMP PUMP: Mechanical device used to discharge ground or storm water from around the perimeter of a building foundation.
- 222.SURFACE WATER: Water from rain, springs, melting snow, sprinkling systems, lakes, ponds, streams or any other source which lies upon or above the surface of the ground, whether or not in a defined location, course, or channel, and including water on and/or flowing from the roof or any part of any building or structure.
- 223.SWIMMING POOL DISCHARGE: Swimming pool filter backwash, effluent or pool water.
- 224.SWIMMING POOL PERMIT: Written permission granted by the District for connecting and discharging the effluent from a swimming pool filter backwash system into the District system.

- 225.SWIMMING POOL SERVICE FEE: A fee imposed by the District for discharging swimming pool filter backwash effluent into the District System.
- 226.TAP FEE: A fee imposed by the District as a prerequisite for connecting to the District System. This fee is based upon the total availability of services provided by the District, and is not limited to or a reflection of costs incurred in simply making the connection to the District System.
- 227.TAP PERMIT: The written authority to make a Tap for sewer services to the District System.
- 228.TECHNICAL STANDARDS AND SPECIFICATIONS. The District's minimum technical standards and related operating rules for the design, installation, construction and maintenance of all District facilities. These technical standards and specifications are available at the offices of the District Engineer.
- 229.TRANSMISSION MAIN: A sewer main which is outside the boundary of a subdivision or property to be served which connects to an existing District main or the oversized portion of a main which is inside the boundaries of property owned or controlled by a main constructor.
- 230.UNDERDRAIN: Subdrain, foundation or groundwater system installed within the District's sewer line trenches. **WARNING: the District and Metro will not allow any drainage system to be connected to or installed within its sewer system (bedding, trench) or sewer lines in any manner whatsoever.**
- 231.USER: Any person to whom sewer service is provided, be it renter, record owner, corporation, company, individual, etc.

### ARTICLE III

#### Water Service

300. The District has signed a full service contract with Denver Water. (Denver) This contract provides for Denver to own, operate and maintain the water system and appurtenances providing service to inhabitants of the District. All water matters should be referred to the Water Sales section of Denver water.
301. All matters relating to fire protection and system requirements should be directed to the West Metro Fire Protection District.
302. The District charges a water tap fee to defray the cost of developing water. Current tap fees can be obtained from the District Accountant.

303. Denver Water meters and bills District inhabitants for all water usage. All questions regarding water billing, service or water quality should be directed to Denver Water.
304. Water tap size is determined by the District. The District Engineer must be contacted to establish tap size before the District will issue any water tap. Water tap size will be determined using American Water Works Association Manual C-110- “water meter sizing” criteria.

#### ARTICLE IV

##### Conveyance and Acceptance of District Sewer Facilities

400. Prior to the District incurring any cost to facilitate sewer service to any property, the owner and/or developer shall sign the District's current Conveyance and Acceptance of District Sewer Facilities Contract.
401. The current Conveyance and Acceptance of District Sewer Facilities Contract specifies the procedures and responsibilities for any person who constructs sewer facilities within the District.
402. The current Conveyance and Acceptance forms are available from the District Engineer.

#### ARTICLE V

##### Inclusion Procedures

500. In order to receive sewer service from the District, unless otherwise approved by the Board, all property must be included within the District boundaries.
501. To initiate inclusion procedures, the property owner must provide:
- a. Legal description and drawing of property to be included.
  - b. Development plan for the property, or in the case of a single-family residence, method and manner of proposed service.
  - c. Inclusion fee, current title commitment and signed petition must all be submitted to the District’s attorney to begin the inclusion process.

- d. The District reserves the right to restrict services or require specific facilities to service the property to be included.

ARTICLE VI  
Availability of Sewer Service

- 600. The District has limited capacity for single-family or equivalent single-family sewer taps within its service area.
- 601. The District will certify to availability of sewer service to the extent of its capacity for single-family dwelling units. Certification of availability of sewer service for all multi-family dwelling units, commercial and industrial users will be reviewed by the Board of Directors. However, no certification of availability of sewer service will be issued until the facilities for the service have been constructed and accepted by the District. Further, no certification of availability will be issued unless the proper Conveyance and Acceptance Form has been executed, if applicable, as specified in Article III.
- 602. Inclusion of land into the District boundaries must be approved by the Board of Directors. The District may limit availability of sewer service to lands so included.
- 603. Notwithstanding the issuance of a statement of availability, the issuance of sewer taps is subject to allocation limitation or curtailment in accordance with the District's contracts with Denver and Metro Wastewater.

ARTICLE VII  
Sewer Easements

700. General District Property

Easements are required wherever a sewer main is not in a public right-of-way. All easements shall be prepared according to the following specifications:

- a. In areas where sewer mains are installed in easements, the sewer mains shall be located within the easements as shown on the construction plans.
- b. All sewer main easements must be a minimum of thirty feet (30') in width for standard depth lines. All others will be reviewed on a case-by-case basis.



- c. Landscaping and improvements restrictions apply to this easement.
- d. No sewer main shall be located less than five feet (5') from the edge of an easement, unless otherwise approved by the District's Engineer.
- e. All easements granted to the District shall be prepared by the easement grantor or his designated representative according to procedures outlined in Section 701.

701. Procedures

The following procedures have been developed to unify the submittal of information required for the preparation of sewer easements.

- a. The following information shall be submitted to the District Engineer in four copies.
  - 1. The District easement preparation checklist with the appropriate sections completed by the easement grantor or his designated representative.
  - 2. A legal description of each easement. A separate legal description is required for each separate ownership.
  - 3. A drawing of each easement on an 8 1/2" x 14" sheet showing distances, north arrow and ties to recognized land corners. The drawing shall be prepared on a scale of one inch equals fifty feet. A separate drawing is required for each legal description.
  - 4. A general location map of the development area and easements.
  - 5. A current title commitment or title policy on the easement to be conveyed. The commitment will not be less than thirty (30) days old.
  - 6. A boundary survey of the tract of land to be developed showing the location of the proposed easement(s), as well as the location of all structures, ditches, existing easements and other encumbrances explained in the title commitment.
  - 7. A title commitment policy for each separate ownership on land traversed by all offsite easements specific to the easement legal description.

702. Construction Within Easements

- a. Plans for sewer main construction within easements shall not be reviewed nor shall construction be authorized prior to the acceptance of the easement by the District.
- b. Prior to the acceptance of sewer mains within easements, the District shall be provided with a drawing indicating the "as constructed" location of the sewer main within the recorded easement. This drawing must be certified by a registered land surveyor.

ARTICLE VIII

Sewer System - Construction Plan Review Procedures

The following procedures have been developed by the District in order to coordinate and unify the submittal, review and approval of construction plans and specifications.

800. General

- a. All plans shall be in compliance with the Engineering Standards and Specifications of the District.
- b. The constructor is responsible for payment to the District of all fees and charges associated with the plan review process, including the charges of the District Engineer and District's Attorney.
- c. No construction may take place until the plans have been approved and a pre-construction meeting has been held.
- d. Plans and specifications are approved for a twelve-month period only from date of initial plan approval. If construction has not begun within this twelve-month period, or if it has been halted and not restarted prior to expiration of the approval period, the plans must be resubmitted for review and approval.

801. Submittal and Review Procedures

- a. The constructor or design engineer may request a pre-design conference by contacting the District Engineer. This conference is not required but will be held upon the request of the constructor or design engineer.
- b. Preliminary sewer plans shall be submitted in three copies to the District Engineer. The plans will be reviewed by the District Engineer for compliance with the District's Standards and Specifications, as well as for compliance with the District's integrated sewer system. The approval of plans will also be subject to the ability of the District to operate and maintain the proposed facilities in an efficient, economical manner.
- c. Three original sets of the District's Conveyance and Acceptance forms shall be submitted to the District Engineer prior to plan review approval.
- d. All easement information, in accordance with the specifications, shall be submitted to the District Engineer prior to plan review.
- e. Upon completion of the District's review of preliminary plans, one copy of the plans will be returned to the design engineer for required revisions. A conference may be scheduled by the District Manager/District Engineer to discuss the needed revisions if it is necessary or if it is requested by the design engineer.
- f. When all revisions have been completed, three copies of the revised plans shall be submitted to the District Engineer who will coordinate the review with the District Board and other review agencies.
- g. If no further revisions are required by the District, or other review agencies, the District Engineer shall direct the number of copies of the plans that shall be submitted.
- h. Upon final acceptance of construction plans, the approved drawings shall be held by the District Manager and released at the pre-construction meeting. No construction may take place until a pre-construction meeting has been held.

## ARTICLE IX

### Sewer System - Responsibility of the Contractor and Constructor

900. The first responsibility of the Constructor shall be to obtain and execute an Application and Agreement for Extension of Water and Sewer Mains. This form is also referred to as "Conveyance and Acceptance Form". (See Article III hereof).

901. The contractor shall be responsible for arranging a pre-construction meeting prior to the start of any construction. The District Engineer, District Manager, contractor and Constructor or Constructor's engineer must be represented at this meeting. Other representatives should include the soils engineer, Jefferson County Highways and Transportation Department Representative and surveyor.

902. The contractor shall be responsible for notifying the District Engineer at least 48 hours prior to the start of any construction. If work is suspended during normal business hours after initial startup, the contractor must notify the District at least 24 hours prior to restart.

903. Work may not be suspended without the written approval of the District Engineer, which will not be unreasonably withheld. Failure to notify the District and obtain consent shall result in the contractor being liable for all mobilization and demobilization costs.

904. Prior to the start of any work where sewer mains are to be installed into existing District sewer systems, the nearest manhole to the point of tie-in shall be plugged with a plumbers plug on the outlet side by the contractor. This plug shall remain in place until acceptance of construction by the District. The contractor shall be responsible for pumping and cleaning lines and manholes and removing the plug.

905. No pipe or appurtenance shall be backfilled, nor covered with bedding material, above the spring line of the pipe until a field observation is performed by the District. Arrangements shall be made by the contractor to assure that all construction is reviewed by the District prior to backfilling. Any pipe covered prior to acceptance shall be excavated by the contractor to allow for review. This shall be done at no expense to the District. All sewer service connections shall be dye tested.

906. The Constructor shall be responsible for the proper alignment and cleanliness of all manholes during the warranty period or until street paving has been completed, whichever is longer. Written notification of any deficiencies discovered during this period will be provided by the District Engineer. If the deficiencies are not corrected during the prescribed time limits, as determined by the District, the corrections may be completed by

the District at the expense of the Constructor.

907. The contractor is responsible for maintaining record drawings to include all distances between manholes and locations of wyes or service tees. Record drawings (one copy of reproducible Mylar) must be reviewed by the District before probationary acceptance and lamping or TVing of the line. The record drawings should be photographic Mylar with CADD Discs.

908. During preliminary acceptance, all construction, including labor, materials and settlement of backfill, shall be guaranteed by the Constructor for a period of one (1) year from the date of preliminary acceptance of construction by the District. During the guarantee period, the expense of any repairs or maintenance to the lines, appurtenances and facilities shall be the responsibility of the Constructor. The District reserves the right to ensure proper operation of its system and to perform any cleaning, repairs or other maintenance during the warranty period at the expense of the Constructor.

#### ARTICLE X Construction of Public Sewer Mains

1000. It shall be a violation of District policy for any person to construct a sanitary sewer mains within the jurisdiction of the Board without first having an executed the District Conveyance and Acceptance form.

1001. All sewer main extensions within the jurisdiction of the Board shall be made under the supervision of the District Engineer in accordance with the District's specifications. Plans for such extension shall be submitted to the District Engineer. Said plans shall be approved by the District. All sewer main extensions shall be constructed according to the District's specifications and those of Metro Wastewater. WARNING: The Board may impose additional requirements to those established by Metro. In any instances of conflict, the District's requirements shall be followed. Any questions should be referred to the Board.

1002. Any District facilities to be constructed by the District for the benefit of any person will require the deposit of sufficient funds, as determined by the District, before the District will begin the project.

1003. All construction done by the District over \$85,000.00 shall be advertised for bid, except in emergency situations.

1004. A Performance and Maintenance Bond equal to 100% of the contract (or construction cost) shall be furnished by the contractor to the District on all sewer main construction in the District.

1005. All daily inspection fees on sewer mains, including but not limited to those required by Metro Wastewater, Lakewood, and the Colorado Department of Highways, shall be paid for by the person requesting main extensions in the District.

1006. Special structures contracted for and constructed by the District, such as pump stations, tanks, transmission or outfall facilities required to ensure proper operation of the sewer systems, shall be constructed from designs developed by the District Engineer.

1007. All sewer mains and other facilities shall be installed in roads or streets which the City of Lakewood, Colorado Department of Highways, or other public agency has accepted for maintenance as a public right-of-way, as well as in easements granted to the District. The exact location shall be as directed by the District Engineer.

1008. **Procedure for Sewer Main Construction by the District:** If the landowner, developer or subdivider has agreed to the engineering layout or design and preliminary cost estimate for the work, he shall deposit sufficient money to cover all actual costs in connection with the sewer main extension or other facility, plus a sum sufficient to cover contingencies. The District will also require an escrow to cover the cost of plan checks and construction observation. This amount shall be based upon \$1.00 per foot for plan checks and \$2.00 per foot for construction observation. Upon completion of the work, the final cost shall be certified by the engineers and any overage refunded to or deficiency made up by the landowner, subdivider or developer.

1009. All sewer mains and other facilities, except service lines constructed in the District become the property of the District upon preliminary acceptance of the facility.

1010. Each constructor who desires sewer service will, in consultation with and approval of the District, plat and grant to the District appropriate easements and rights-of-way. The District may require appropriate easements and rights-of-way for its own use, or where facilities to be constructed are required to cross land not being subdivided or under the landowner, subdivider or developer's control.

1011. Connection to other sewer systems shall not be allowed.

1012. The District reserves the right to require a Developer to oversize sewer transmission mains. The District will reimburse the oversizing costs for sewer mains over 8" in diameter if they are not required to service a Developer's project. Payment will be made after facilities are installed, tested and preliminarily accepted by the District for operation. Developer must provide documentation of all costs satisfactory to the District. Oversizing costs shall not include Engineering fees, inspection costs or any other miscellaneous costs associated with the installation of the facility. Final reimbursable amount shall be subject to Board approval.

1013. **Sewer System – General Requirments:** All plans for sewer main extensions, improvements and revisions shall be submitted to the District Engineer. All plans must be reviewed by the District Engineer.

1. No taps will be allowed, nor tap permits issued, until construction has been preliminarily accepted by the District or approved for preliminary acceptance by the District Engineer.

2. Plans to be reviewed must be accompanied by two (2) sets of the recorded plat(s). One copy shall be delivered to the District Engineer and one copy delivered to the District's Attorney.

3. If any sewer main is to be constructed outside of a public right-of-way, the construction plans must be accompanied by a request for acceptance of a sewer easement in accordance with Article VII of these specifications.

4. A pre-construction meeting must be arranged by the contractor and held prior to the start of any work. The District Engineer, contractor and owner or owner's engineer must be represented at this meeting. The meeting shall be held at such place as the District Engineer shall direct.

5. All contractors must notify the District Engineer at least 48 hours prior to the start of construction.

6. Approved plans and a copy of the specifications must be kept on the job site by the contractor at all times. The contractor shall maintain a marked up set of plans showing any variations of the contract drawings. These as-built drawings shall be presented to the District Engineer prior to final testing and acceptance of the sewer line.

7. No work shall be backfilled (including bedding material above the spring line of the pipe) until construction has been reviewed for compliance by the District Engineer.

1014. **Sewage Lift Stations:** Except for individual ejector systems which must be approved by the District Engineer, no sewage lift stations will be allowed within the boundaries of the District, unless approved upon individual application by the Board. Generally, it is the policy of the Board not to allow Lift Stations.

1017. **Individual Ejector Systems:** Anyone who wants permission to install an individual ejector system must first make application to both the District Manager and the District Engineer. The application shall include all plans for the ejector system as well as the reasons for the request. The District Manager and the District Engineer will evaluate the application. If both agree that the request has a reasonable basis and will not cause damage or other disruption to the District's sewer collection system, then they will present the request to the District's Board for determination.

Generally, the Board does not favor the use of ejector pumps if another system can be used to provide service. Further, the District will not assume any maintenance of the ejector system or liability for its proper operation.

ARTICLE XI

Conveyance and Acceptance Procedure

1100. Prior to the receipt of plans for review and approval, the constructor shall execute a completed copy of the Application and Agreement for Extension of Sewer Mains form. Three (3) original copies are required. The District Engineer will hold all three copies of the form completed by the developer.

1101. Upon receipt of the three (3) original copies of the Conveyance and Acceptance Form, the constructor may submit plans for review and approval by the District.

1102. When the utility lines and as-builts have been accepted and all other requirements are met, copies of the District executed Conveyance and Acceptance form granting preliminary acceptance will be distributed to:

Constructor	- 1 copy
District Engineer	- 1 copy
District's Attorney	- 1 copy

1103. Prior to the expiration of the preliminary period, the utility line shall be inspected for final acceptance and maintenance by the District Engineer. The Constructor and his contractor shall correct any deficiencies observed during the final inspection within the time period set by the District personnel.

1104. Upon final acceptance, the District Engineer will distribute executed Conveyance and Acceptance forms. Copies will be distributed as follows:

Constructor	- 1 copy
District Engineer	- 1 copy
District's Attorney	- 1 copy



## ARTICLE XII

### Acceptance and Release for Taps

1200. A main shall be accepted by the District and released for taps when the following conditions have been met.

- a. The main and all appurtenances have been installed to the satisfaction of the District Engineer and all pertinent as-built notes and measurements have been made and two sets of half size blue line prints with one set of half size reproducible Mylars of the as-built drawings have been supplied to and approved by the District.
- b. The main has been successfully low-pressure air tested and inspected to the requirements of the District. Low pressure air testing is mandatory.
- c. All mains have been lamped or TVed and deflection tested.
- d. All compaction test results required by the District have been submitted and approved.
- e. All easements have been submitted and approved by the Board.
- f. The constructor has submitted a letter to the District Engineer documenting the installation costs for the project.
- g. For sewer mains constructed outside of the public right-of-way, drawings shall be submitted indicating the "as constructed" location of sewer mains within the boundaries of recorded easements. These drawings must be certified by a registered land surveyor.
- h. All billed reimbursable expenses have been paid to the District.
- i. For sewer mains constructed inside of the public right-of-way, drawings shall be submitted, indicating the "as constructed" location of the sewer mains within the boundaries of the public right-of-way.

The District's Conveyance and Acceptance Form for preliminary acceptance have been dated and signed by the District.

1201. Until these matters are accomplished, no rebates or participation or approval for other projects will be granted.

## ARTICLE XIII

### Application for Service and Charges

1300. Application: Applications for service must be filed with the District and be accompanied by appropriate fees.

1301. Fees: The Fee Schedule is available at the District Office and can be changed by the Board at any time without notice.

1302. All properties requiring sewer service shall, in addition to other charges, pay the applicable fees charged by the Metro Wastewater Reclamation District.

1303. In calculating sewer service charges for multi-family, hotel, motel and trailer uses, each living unit shall be assessed as a single family equivalent.

1304. In calculating sewer tap fees, single-family equivalents shall be determined by Metro's tap fee schedule. Multi-family sewer tap fees shall be assessed as a ¾" tap per living unit or as otherwise required by Metro.

1305. In calculating sewer service charges for non-residential uses, service charges will be based on Metro's SFE's based on water meter sizing. Non-residential uses shall include, but not be limited to: schools, churches, retail, commercial and industrial.

1306. The constructor shall be required to pay all associated fees assessed by any governmental agency on the project.

1307. Cancellation of Application and Refund of Fees: The District reserves the right to revoke any application previously granted before service has been provided, and will refund any tap fees or fees for services not provided.

1308. Denial of Application: The District reserves the right to deny application for service for any reason, including but not limited to:

a. Failure to comply with the District's Rules and Regulations or specifications.

b. Failure to comply with Denver Metro's requirements.

1309. Sewer Charges: A Schedule of Fees is available at the District Office. The charges may be increased or decreased by the Board at any time.

1310. Sewer Service Billing: Statements for all types of sewer service charges shall be

rendered on a quarterly basis. Charges for late payments, etc., shall be added to the statements.

Bills shall be payable within forty-five (45) days from billing date on statement. Bills paid after the 46th day after billing date will be charged a 1% per month carrying charge. Sewer bills not paid within 45 days shall be charged a \$20.00 per quarter processing fee.

By statute, the District has a perpetual lien against property upon which a delinquency exists.

If the delinquency continues for a greater period than 90 days, the Board may file a lien against said property with the Clerk and Recorder's Office of Jefferson County. All collection costs, attorneys' fees, and court costs shall also be charged to the sewer user.

1311. **Liability for Payment:** The property owner and occupant are hereby deemed jointly and severally liable for charges of the District. The District hereby assumes no responsibility for any agreements between landlords and tenants. The District reserves the right to collect deficiencies by any means available.

1312. **Property Owner's Responsibility:** The District assumes no responsibility for agreements between property owner and buyers. It shall be the responsibility of property owner to notify the District for final readings and completion bills. In any cases of deficiency, the District will look primarily to the property owner for payment.

1313. **Sewer Services- General:** No connection to a District owned sewer main, or approved stub out, shall be allowed prior to the purchase of a District tap permit and payment of appropriate Metropolitan Wastewater Reclamation District fees. Sewer service lines shall be installed in a separate trench, maintaining a ten-foot horizontal separation from the water service line. All sewer service installation shall be in accordance with the specifications of the District, Uniform Plumbing and Building Codes, Specifications of the Metropolitan Wastewater Reclamation District and the Lakewood Building Department. Tap permits and/or physical connection permits will not be allowed prior to District preliminary acceptance of the sewer main to be tapped.

#### 1314. SEWER SERVICE LINES - OWNERSHIP AND MAINTENANCE.

1. **Ownership** - The sewer service line, including the connection to the District's main, shall be owned by and installed at the expense of the owner of the property to be served.
2. **Maintenance** - The customer shall maintain all service pipe and appurtenances, including but not limited to cleanouts, or commercial/institutional interceptors between the structure being served and

the District's sewer main, including the connection on the District's main. The customer shall indemnify the Board for any loss, damage or attorney's fees that may directly or indirectly be occasioned by the installation of the sewer service. In those cases where grease traps or other filtering processes are employed, the District reserves the right to periodically review maintenance and schedules and to inspect the same.

3. Inspections - No taps or connections will be allowed to the District's mains unless a District representative is present to inspect the connection. Dye tests will be required on all sewer service connections. Subject to Section 902, no inspections will be made unless a 24-hour notice during normal business hours has been received by the District. All taps must be made in accordance with District specifications.
4. Grease Traps - In all cases where grease traps or other filtering processes are required to be inspected, the owner and/or operator shall maintain a log, signed by the contractor, of each time the device is cleaned and/or maintained. This log shall be available for inspection by the District. All grease traps shall be cleaned with sufficient regularity to prevent grease buildup in the District's sewer system. Failure to adequately maintain a grease trap or other filtering device, which results in grease buildups in the District's sewer system, will result in the District charging the offending property owner/tenant the cost of cleaning the affected sewer mains. Also see ARTICLE XVII Miscellaneous, 6) Grease Traps.
5. Sump Pump - No sump pump shall be connected or discharged into the sanitary sewer system. The District may require inspection of all sump pumps to insure proper installation.

## **ARTICLE XIV**

### Connecting to the Public Sewer System

1400. No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any District sewer main or appurtenances without first obtaining a written permit from the District.

1401. The observation fee for sewer main connections may be obtained from the District. No work shall start until all District fees have been paid. No work shall start until the District Engineer has been properly notified.

1402. All cost and expense incidental to the installation and connection of the sewer service shall be borne by the landowner, subdivider or developer who shall indemnify the Board for any loss, damage, or attorney's fees that may directly or indirectly be occasioned by the installation of the sewer service. No inspections, field-testing, construction observation or other work shall be done by the District on Saturdays, Sundays or holidays unless permission is granted by the District Engineer.

1403. The owner of the house, apartment or buildings of any nature shall be responsible for repair and upkeep of the sewer service lines from the main to the structure. . Generally, the District does not favor non-District individuals performing maintenance or other functions on the District's sewer mains even if incidental to maintenance on the individual's service line. Any such maintenance must be preceded by a 48 hour notice to the District. Such maintenance will be performed by a Licensed Contractor in the presence of District personnel.

1404. Existing sewer service lines may be used in connection with new buildings only when found, on examination by the District Engineer, to meet all the requirements of these Rules and Regulations.

1405. The sewer service line shall be installed in accordance with current District specifications.

1406. All excavations required for the installation of a sewer service shall be open trench work unless otherwise approved. Pipe laying and backfill shall be performed in accordance with the standard specifications adopted by the District.

1407. The applicant for the building sewer service permit shall notify the District when the service is ready for inspection and connection. The work on sewer service lines shall be done by approved plumbers or utilities contractors subject to District inspection, but plumbing work contracted for by an approved plumber may be performed by him through journeyman plumbers or apprentices under his direct supervision but must meet the Colorado State Department of Health's Technical Plumbing Code.

1408. Revocation of Plumber's or Utility Contractor's Approval: The violation of any of these Rules and Regulations or the District's installation specifications shall constitute sufficient grounds for revocation of the plumber's or utility contractor's right to continue to work within the District. Whenever it appears a violation has been committed, the plumber or utility contractor shall be sent written notice of hearing. See Article XVIII.

1409. All sewer service lines installed within the area under jurisdiction of the Board shall be done only by approved plumbers and contractors with applicable licenses to do work within the area. Liability insurance shall be carried in sufficient amounts to protect the District against any and all claims that may be occasioned by the work of the plumber or contractor. Worker's

Compensation Insurance shall be carried in accordance with the provisions of the State of Colorado.

1410. All contractors, plumbers and others doing work on any sewer main, service lines or structures in the District shall comply with applicable District, City of Lakewood or State Highway Department regulations on excavation, backfill, compaction and restoration or surfacing.

1411. All construction work and materials shall meet the standards and specifications of the District, The Metro Wastewater Reclamation District, and the Technical Plumbing and Building Codes of the Colorado Department of Public Health and Environment. The District's specifications may be obtained at the office of the District Engineer. The District's specifications may be stricter than those of other regulatory agencies and shall govern in instances of conflict.

1412. All permits, fees and licenses shall be paid for by the Constructor, plumber or others doing work in the District prior to the start of construction.

1413. All construction of sewer facilities shall be adequately guarded with barricades and lights so as to protect the public from hazard. Street, sidewalks, parkways and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the District within a reasonable time.

1414. Sewer service shall be furnished only to persons whose property is included within the District's boundaries, which is subject to the rules, regulations and taxation by the District or as otherwise decided by the Board.

1415. A person owning land outside the boundaries of the District who desires service must include all of his land contiguous to the parcel upon which service is desired within the boundaries of the District, unless the Board determines otherwise.

1416. Swimming Pools and Hot Tubs: No public or private swimming pool or hot tub drain shall be connected to the sanitary sewer system. The District does not allow discharge from a swimming pool or a hot tub into its sanitary sewer system except for filter system effluent as approved on an individual basis.

1417. The District shall not allow any sub-drain, foundation or groundwater system to be installed within its sewer line trenches and will not allow any drainage system to be connected to its sewer system (bedding, trench) or sewer lines in any manner whatsoever.

1418. It shall be unlawful for anyone to discharge any waste or byproducts into the sanitary sewer system other than normal effluent. Anyone desiring to discharge other than normal effluent, as defined by Metro Wastewater Reclamation District, shall be required to obtain a special permit from the District. Instances of special permits include discharge of toxic materials, purging of mobile home holding tanks, dumping of used oils, paint, gasoline, solvents and other petroleum based products.

ARTICLE XV  
Apartments, Commercial and Industrial Properties

1500. All Commercial and Industrial Properties to be served shall submit their plans to the District Engineer for tap size determination and service line configuration.

ARTICLE XVI

Single-Family Attached, Condominiums and Townhouses

1600. Except for apartments and condominiums, separate and independent sewer service lines, in conformance with the City of Lakewood Building Code or Uniform Plumbing Code, shall be provided for every single-family unit. Each townhouse, patio home or single-family detached structure shall have an individual sewer service line and tap for each living unit in the said structure. Apartments and condominiums shall be required to submit plans to the District Engineer for determination of water tap sizes and service line configuration. Each living unit shall be assessed one sewer tap fee.

1601. Except as specifically herein provided, all the District's Rules and Regulations applicable to single-family detached residences shall apply to condominiums, single-family attached dwellings and townhouses constructed in the District.

ARTICLE XVII

Miscellaneous

1700. **Stub-ins** Stub-ins will be permitted from the main, past the curb for sewer service provided the developer or contractor makes application for stub-in prior to the time of installation of the main and with the understanding that the sewer stub-out cannot be used after 2 years from date of preliminary acceptance, unless approved in writing by the District.

- a. In addition to the aforementioned requirements, all appropriate testing on the main line, including but not limited to deflection, lamping, low pressure air, compaction and as-builts shall be completed and submitted to the District prior to tapping and stub-in extension.
- b. Upon request for connection to the house, the developer or contractor must pay the total sewer tap fee, plus an additional inspection fee for inspection of lines from stubout to house.

1701. **Unauthorized Taps.** By resolution of the Board of Directors of the District, any contractor, developer or other person who makes or causes to be made a tap on the sewer lines of the District without first obtaining written permission from the District shall be violating these rules and regulations. Such a violation shall result in a fine as provided for in Article XIX. In addition, all costs of obtaining a proper inspection of the facility will also be charged the contractor, developer or other party.

1702. **License to Cross District Easement:** In the event that it is necessary for another utility to cross an existing easement dedicated to the District, it will be necessary to obtain a license agreement. The procedure for crossing an existing easement is presented below.

1. Prepare a legal description of the precise location of the crossing, consisting of a map and printed legal description. The legal description should tie to a property owner or other recognizable point in a platted subdivision.
2. Submit three copies of the legal description along with the proposed construction drawings of the crossing to the District Engineer.
3. The District Engineer will review the proposed crossing and distribute the information to the District's Attorney. If no revisions are needed, the agreement will be presented to the Board of Directors for approval.

1703. **General District Property:** The District will require ownership of a sufficient tract of land whenever construction of facilities such as a sewage lift station and any other major facility designated by the Board is part of the required infrastructure.

- a. **Title.** Title to the required property shall be free and clear of all liens and encumbrances and shall be deeded to the District by General Warranty Deed. Developer shall provide an acceptable title commitment prior to conveyance to District.



- b. Compensation The District shall not pay any compensation to the developer for any property conveyed to it. All expenses of conveyance shall be at Developer's sole cost.

1704. Grease Traps: The District generally follows the grease trap policies adopted by the Cities of Englewood and Littleton. Any questions not addressed by these rules and regulations can be answered by referring to those policies. These Rules and Regulations shall control if there are any conflicts between these rules and the policies of Englewood and Littleton. The Colorado Department of Health also has regulations concerning grease traps and pumping requirements which must be followed.

- a. Design and Installation When grease traps are required to be installed in the District, they will be designed and installed in the same manner as provided herein for the installation of sewer mains and related facilities. All restaurants are required to have a grease trap.
- b. Inspection Grease traps or other filtering devices (hereinafter grease trap) located in the District are subject to inspection at any time by District personnel. It is the responsibility of the owner/operator to keep the grease trap clean and operating properly.
- c. Pumping Contractors. All Pumping Contractors hired to work in the District's boundaries shall be Certified Waste Grease Transporters by the State of Colorado Health Department. They shall also carry a Waste Grease Transporter Bond in the amount of \$10,000.00. All Pumping Contractors shall report their activities on Form WG-2 Uniform Waste Grease Manifest as required by the Colorado Health Department.
- d. Pumping Log. The owner/operator shall maintain a pumping log on the premises which shall be open to review by District personnel. A copy of each Uniform Waste Grease Manifest report issued by the pumping contractor shall be placed in the Pumping Log with a copy of the complete report sent by the owner/operator to the District Office, 9850 B West Girton Drive, Lakewood, CO 80227. The Pumping log will also contain the contact information (address and phone number) of the pumping contractor. It shall also contain the required number of times the grease trap should be pumped as determined by District Personnel.
- e. Failure of Inspection. If a grease trap should fail an inspection, the District shall notify the owner/operator who shall immediately correct the deficiency(s) cited. If the grease trap is allowing grease into the District's sewer mains which results a grease buildup in the District's mains, this will result in the District charging the offending owner/operator the cost of cleaning the affected mains.

- f. Frequency of Pumping. All grease traps shall be pumped with sufficient regularity to keep the grease traps operating properly. All restaurants shall pump their grease traps every three months. For all other grease trap users, the District inspector shall advise the owner/operator of the number of times per year that a grease trap will be pumped. Failure of an owner/operator to pump its grease trap as required shall result in a \$500.00 fine by the District for each failure to perform and for each month thereafter that the Owner fails to have his grease trap pumped. If an Owner fails to pump its grease trap in accordance with these rules, the District may contract to have the grease trap pumped and will back bill the cost to the Owner.

## ARTICLE XVIII

### Penalties and Enforcement Procedures

1800. Charges for service shall be set from time to time by the Board: Sewer service shall be charged on a flat rate except for industrial or commercial service of unusual characteristics. Such types of sewage shall be metered, and the cost of all such metering equipment shall be paid by the applicant for service.

1801. Police Powers. The District's agents and other duly authorized persons shall be permitted to enter upon all properties served by the District for the purpose of observation, measurement, sampling, testing and enforcement of these rules and regulations in accordance with the police powers granted to the District by the State of Colorado.

1802. Notice of Violation. Any person found to be violating any of the provisions of these Rules and Regulations shall be served with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory correction thereof.

1803. Damages and Fines. Any person violating any of the provisions of these Rules and Regulations shall become liable to the District for any expense, loss, damage or attorney's fees occasioned by reason of such violation or the District's correction thereof, and will be subject to fine as herein provided.

1804. Standard Fine for Continuing Violation. If a violation of these rules and regulations shall continue after written notice of the violation and the reasonable time for satisfactory correction thereof, the District may assess its standard fine. Unless otherwise determined by the Board, the District's standard fine shall be \$100 assessed the day after the expiration of the reasonable time for satisfactory correction, \$200 for the second week the violation continues, \$300 for the third week, with the fine increasing each week by \$100 until the violation is corrected.

1805. Board Assessed Fines. In all cases of violations of these rules and regulations, the Board may assess a different or additional fine than those set forth in this Article, if in its sole discretion such action is warranted. The Board may also change any of the fines mentioned in these Rules and Regulations at its discretion.

1805. Unauthorized Taps. By resolution of the Board of Directors of the District, \$500.00 for liquidated damages will be charged any contractor, developer or other person who makes or causes to be made a tap on the sewer lines of the District without first obtaining written permission from the District. In addition, all costs of obtaining a proper inspection of the facility will also be charged the contractor, developer or other party. For second offenses, the fee shall increase to \$1,000.00 per offense plus expenses of inspection.

1806. Sump Pumps. Whenever the District determines that a sump pump is connected to the District's sewer system it may:

a. Assess a penalty by using the best information available to it to estimate the amount of water which the illegal connection is contributing to the District's sewer system on a monthly basis and charge the offending individual for the estimated additional infiltration on a monthly basis until the illegal connection is disconnected. Because of the uncertainty which would otherwise attach to this estimated charge the Board will consider this charge a penalty for violation of these rules rather than a charge for use of its system.

b. The Board may impose any other penalty, payable monthly or otherwise, until the illegal connection is corrected. This penalty shall be in an amount determined by the Board to be reasonable.

1807. Late Payment of Service Charges. Sewer bills paid after the 45th day after billing date will be charged a 1% per month carrying charge, plus a \$20.00 service fee. Sewer bills not paid within 45 days may be processed for water shut-off. In case of shut-off, all back service charges, carrying charges and processing fees must be paid before the water will be turned on.

1808. Unauthorized Turn-On. In those cases where a customer's water service has be shut-off and without authorization from the District, the water is turned on, a fine of \$250.00 will be assessed for the first offense. A fine of \$500.00 will be assessed for the second and subsequent offenses.

1809. Grease Trap Violations. Article XVII, paragraph 1704. provides for the installation and maintenance of Grease Traps. Failure to comply with these rules and regulations will result in the District assessing it standard fine. Failure to adequately maintain a grease trap or other filtering device, which results in grease buildups in the District's sewer system, will result in the District charging the offending property owner/tenant the cost of cleaning the affected sewer mains. In addition, when the Board determines it is appropriate, the Board may increase the penalties assessed against the property owner/tenant after reasonable notice. The District may at any time assess its increased costs caused by violation of the grease trap rules and regulations.

## ARTICLE XIX

### Grievance Hearing Procedures

1900. The Board has established procedures for settling grievances in certain cases where a party may desire to challenge the Board's decision. The nature of the situations to which the grievance procedure applies and the grievance procedure follows:

a. Scope of Rules - The rules for hearings set forth herein are intended to apply to those situations where a party disagrees with the decision of the Board of Directors of the Bennett-Bear Creek Farms Water and Sanitation District when made by the Board in a quasi-judicial setting. This hearing process is not available for the review of any decision made by the Board of Directors in its legislative or rule making capacity. The right to a hearing shall be limited to the following matters:

1. Decisions with respect to the revocation of a plumber's or utility contractor's ability to work in the District.
2. Decisions with respect to the discipline or termination of any paid employee.
3. Any other matter in which the Board of Directors desires such process be applicable provided notice of the applicability is provided to the persons involved within ten days after the initial decision by the Board.

b. Purpose of Rules. The Board recognizes that most of the decisions covered by these rules are made in a fairly informal manner and are not a source of controversy. However, there are times when decisions are controversial and the objecting party wants a process by which he/she can present his/her case. In an attempt to keep costs down and still provide for full hearings for dissatisfied parties, these rules will provide for a two- step process. The first step is a more informal process, which will hopefully resolve all of the disputes. However, for those matters that are not resolved informally, a formal method of hearing is provided.

c. Mandatory Procedures. Because these rules are intended to allow the District to resolve all of its disputes without the need for costly and time consuming litigation, **THE FOLLOWING OF THESE RULES IS MANDATORY. PRIOR TO ANY PARTY COMMENCING ANY COURT OR OTHER LEGAL ACTION AGAINST THE DISTRICT, ITS BOARD OF DIRECTORS, ITS AGENTS OR EMPLOYEES, THAT PARTY MUST HAVE FULLY EXHAUSTED THE REMEDIES PROVIDED HEREIN AND ATTEMPTED IN GOOD FAITH TO COMPLY WITH THESE RULES.**

## II. DEFINITIONS

“BOARD” shall be used to collectively refer to the Board of Directors of the Bennett-Bear Creek Farms Water and Sanitation District

“BOARD OF DIRECTORS” shall mean the Board of Directors of the District

“DISTRICT” means the Bennett-Bear Creek Farms Water and Sanitation District.

### III. INITIATION OF PROCEEDINGS - INITIAL DECISION

#### A. Review of District decisions.

In the event that any plumber or utility contractor disagrees with the decision of the District in matters relating to termination of ability to work in the District, the plumber or utility contractor shall send to the Board of Directors a written request for review within 30 days of receiving notice of the District’s decision. The request for review shall set forth the decision for which review is sought and shall contain detailed statements as to why the plumber or utility contractor disagrees with the decision. The request for review may be accompanied by all exhibits, witness statements or other information which the plumber or utility contractor believes supports his/her position.

Upon receipt of the request for review, the District shall have thirty days in which to submit in writing a detailed statement as to why the decision was made. The response of the District may be accompanied by all exhibits, witness statements or other information the District believes supports its position.

Upon receipt to the District’s response or upon the expiration of the time period in which the District may respond, the Board of Directors may in its sole discretion, conduct any investigation which it deems necessary or may rely on the written request and response before it. Upon the completion of the examination, if any, the Board of Directors shall review the information before it at either a public meeting or executive session, as provided by law. The Board shall make its initial decision based on the information before it and shall notify the plumber or utility contractor in writing of its initial decision. The notice shall inform the losing party of its right to an evidentiary hearing (as described below) before the Board of Directors.

#### B. Review of paid employees decisions.

In the event a paid employee is either disciplined or terminated, the decision of the Board imposing such discipline or termination shall be considered an initial decision of the Board. The paid employee shall have the right to an evidentiary hearing (as described below) before the Board of Directors.

#### C. Other Decisions.

The Board of Directors may from time to time make other quasi-judicial decisions and may desire to invoke the evidentiary hearing process described below. In such event, the Board shall notify in writing those persons or entities directly affected by the decision, of its decision and desire to invoke the procedures set forth herein.

#### D. Contents of Initial Decision.

Upon the Board making its initial decision, the Board shall notify in writing the affected persons or entities. Such notice shall attempt to set forth with some specificity the reasons for the decision. It is not necessary to set forth all reasons and the Board by omitting any reason does not waive any rights it may have to later raise any omitted items, provided that the parties affected are notified of the additional reasons in sufficient time to allow them to respond to such new items.

The notice of initial decision shall inform the parties involved of their right to have an evidentiary hearing. There shall be included in the notice of initial decision a copy of these rules or a statement that these rules are available and the location of such rules.

#### IV. EVIDENTIARY HEARING

##### A. Time to Request Evidentiary Hearing

In the event any person or entity directly affected by an initial decision of the Board disagrees with the initial decision, that person or entity may within twenty days of notice of the initial decision request an evidentiary hearing. All requests must be in writing and served in the manner set forth under the heading "Notices".

##### B. Time of Hearing

The Board will schedule an evidentiary hearing and will notify the applicant of the date and time set for the hearing. The Board may from time to time continue the hearings for the convenience of the parties and witnesses involved. Any continuances shall be at the discretion of the Board. As the Board consists of persons who often have other commitments during the day, almost all hearings will be scheduled in the evening hours. It will be up to the Board to determine whether the hearing is completed on any evening or whether it is continued, in part to another evening. It is possible that the hearing will last into the early morning hours and all parties, witnesses or representatives shall be prepared for such an event.

##### C. Representation of Legal Counsel

Every person involved in the evidentiary hearing has the right to legal representation. The hearing Board will be represented by counsel unless waived by the Board. In addition, legal counsel may be hired to present the position of the District or the affected governmental unit at the hearing. There is no right to have any jury or other person or entity other than the Board render final decisions after the evidentiary hearing.

##### D. Control of Proceedings

The Board shall have the authority to: administer oaths and affirmations; sign and issue subpoena; rule upon offers of proof and receive evidence; dispose of motions relating to the discovery and production of relevant documents and things for inspection, copying or

photographing; regulate the course of the hearing, set the time and place for continued hearings, and fix the time for the filing of briefs and other documents; direct the parties to confer to consider simplification of the issues, admissions of fact or of documents to avoid unnecessary proof, and limitation of the number of expert witnesses; issue appropriate orders which shall control the subsequent course of the proceedings; dispose of motions on procedural or substantive grounds; reprimand or exclude from the hearing any person for any improper or indecorous conduct; and take any other action consistent with these rules.

E. Rules of Evidence

The rules of evidence shall not strictly apply at evidentiary hearings. The Board may exclude any irrelevant or confidential information. All other evidence, including hearsay, may be allowed by the Board to the extent that the Board feels that it is reliable and probative of the issues before the Board.

F. Burden of Proof

Except as otherwise provided by statute, the proponent of a requested decision shall have burden of proof, and every party to the proceeding shall have the right to present his case or defense by oral and documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. Subject to these rights and requirements, where a hearing will be expedited and the interests of the parties will not be substantially prejudiced thereby, a person conducting a hearing may receive all or part of the evidence in written form. The requirements of proof shall conform, to the extent practicable, with those in civil non-jury cases in the district courts. Objections to evidentiary offers may be made and shall be noted in the record. The person conducting a hearing shall give effect to the rules of privilege recognized by law. He may exclude incompetent and unduly repetitious evidence. An agency may take notice of general, technical, or scientific facts within its knowledge, but only if the fact so noticed is specified in the record or is brought to the attention of the parties before final decision and every party is afforded an opportunity to controvert the fact so noticed. Documentary evidence may be received in the form of a copy if the original is not readily available; but, upon request, the party shall be given an opportunity to compare the copy with the original.

G. Record of Proceedings

The Board shall cause the proceedings to be recorded by a reporter or by an electronic recording device. When required, the Board shall cause the proceedings, or any portion thereof, to be transcribed, the cost thereof to be paid by the District when it orders the transcription or by any party seeking to reverse or modify an initial decision of the Board. If the board acquires a copy of the transcription of the proceedings, its copy of the transcription shall be made available to any party at reasonable times for inspection and study.

H. Reconsideration by Board

Any party affected by the decision may request that the Board reconsider its decision on the following grounds:

1. Newly discovered evidence, which with reasonable diligence could not have been discovered at the time of the evidentiary hearing.
2. Errors of law.
3. Factual findings, which were clearly erroneous.
4. Undue surprise at the evidentiary hearing if such surprise is noted in the record during the evidentiary hearings.

Any such motion shall be made within twenty days after the rendering of the final decision unless extended by the Board before the expiration of the twenty days.

I. Appeals

In the event that any party disagrees with the findings and conclusions of the Board, it may appeal the decision to the district court for Jefferson County in accordance with Colorado Rule of Civil Procedure 106. All appeals shall be based on the record of the evidentiary hearing. There shall not be allowed any new evidence or a trial de novo.

V, MISCELLANEOUS MATTERS

A. Notices

Any notices to a person requesting a hearing shall be addressed to the person at the address contained in the notice, or if none, at the person's last known address. Any notices to the Board shall be addressed to the Board at the District office address.

Notices shall be deemed complete upon personal delivery or two business days after deposit in the United States Mail certified, return receipt requested and addressed as indicated above. Notices hand delivered to the Board shall be delivered to the Chairman of the Board of Directors.

Copies of all notices to the Board shall also be sent to the Board's attorney, Donald D. Vogt, P. O. Box 840, Morrison, Colorado 80465.

B. Amendments

The Board reserves the right to amend these hearing procedures at any time. Notice of any amendment shall be given to the persons involved in the hearing process at the time the amendment was adopted and all persons who subsequent to the amendment become involved in the hearing



process.

**APPENDIX 1  
EASEMENT DEDICATION CHECKLIST**

**DISTRICT  
EASEMENT DEDICATION CHECKLIST**

Name of Fee Owner: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Address \_\_\_\_\_

Holder of Deed of Trust: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Address \_\_\_\_\_

Type of Easement : (30' or 50') Exclusive \_\_ Non-Exclusive\_\_

Responsible Engineer: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Address \_\_\_\_\_

Evidence of Title

Survey (8.5" x 14")

Legal Description (8.5" X 14")

Signature of L.S.

Seal of L.S.

Vicinity Sketch (8.5" x 14") \_\_\_\_\_ APPROVALS:

Easement Document \_\_\_\_\_ DISTRICT

Executed (Both Copies) \_\_\_\_\_ ENGINEER:

Executor's Name Typed Below Signature \_\_\_\_\_

Easement Document Fully Notarized (Both Copies) \_\_\_\_\_ Legal Counsel:

**APPENDIX II**

**APPLICATION AND AGREEMENT FOR EXTENSION OF SEWER MAINS**

**APPLICATION AND AGREEMENT  
FOR EXTENSION OF SEWER MAINS**

**THIS APPLICATION AND AGREEMENT** is made and entered into in duplicate original between \_\_\_\_\_ (hereinafter referred to as "Applicant"), whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_ and **BENNETT BEAR CREEK FARMS WATER AND SANITATION DISTRICT**, a quasi-municipal corporation of the State of Colorado (hereinafter referred to as "District"), and whose address is 103 Bear Creek Avenue, P. O. Box 840, Morrison, Colorado, 80465, and whose telephone number is (303) 697-0700.

Applicant's Engineer is \_\_\_\_\_ whose address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_.

District Engineer is Kennedy/Jenks Consultants, whose address is 143 Union Boulevard, Suite 600, Lakewood, Colorado, 80228, and whose telephone number is (303) 985-3636.

**WITNESSETH:**

**WHEREAS**, Applicant is the owner of a tract of land legally described as: See Attached Exhibit A.

**WHEREAS**, in order to provide sewer service to said tract or a portion thereof, it is necessary for Applicant to extend water lines and related transmission and distributing facilities (hereinafter referred to as "Project"), and to connect the same into District's existing sewer distribution system; and

**WHEREAS**, Applicant and District desire to execute an Agreement covering basic understandings between the parties hereto with regard to the extension of said sewer lines and related transmission and distribution facilities and connection of the same into the District's existing sewer distribution system.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Applicant and District hereby agree as follows:

1. **Effective Application.** This Application and Agreement shall become a binding contract between the parties hereto upon execution by the Plaintiff or an authorized officer.

2. **Sewer Service.** This Application and Agreement does not guarantee that sewer service will be available to the Project or any part thereof. Sewer service is dependent upon inclusion of the subject property into the Denver Metro Wastewater Reclamation District contract service area. If this has been done, the District will be able to guarantee sewer service. However, if this has not been accomplished, then the property must be able to flow by gravity into the District's sewer mains and it will be necessary to have the property included into the Denver Metro Wastewater Reclamation District's contract service area before service can be provided. With this caveat, sewer taps are readily available and must be purchased at the District office prior to the institution of sewer service to any property.

3. **Description of Work.** Applicant covenants that the Project shall be constructed in accordance with District's rules and regulations as the same may be amended from time to time, including but not limited to, easement and right-of-way requirements, if applicable, and in accordance with the plans and construction notes approved by the District Engineer, any additions or modifications made thereto by said engineer, and all District and Denver Water Board specifications. Applicant agrees to furnish or cause to be furnished at his own cost and expenses, all labor, equipment, power, materials, supplies and all other things necessary to perform and complete the Project in a good, expeditious and workmanlike manner.

4. **Independent Investigation.** Applicant represents that he has read thoroughly all plans, notes and specifications and that he has thoroughly examined the Project site and ascertained for itself all soil, geological, ground water and other conditions to be encountered and which might affect the construction, operation and future maintenance of the Project. Applicant agrees that he enters into the work contemplated hereunder relying on his own investigation and information and not on any statements or representations, if any, that have been made by the District, its officers, agents or employees. It is understood and agreed that a review of the plans of the Applicant by or on behalf of the District is only for the purposes of the District and in no way relates to an approval of the material used, an approval of the end product of the developer's work, or a release of the Applicant's obligation to comply with the District's rules and specifications.

5. **Conditional Acceptance - Title.** The District will conditionally accept the Project after it determines that the Project has been constructed and connected into the District's water distribution system in accordance with the approved plans, construction notes and specifications and after the District has received certified compaction test results and as-constructed drawings for the entire Project. Conditional Acceptance shall be effective as of the date the District Manager and Engineer affix their signatures to this document in the space provided on Page 34. No taps or physical connections to the Project shall be allowed, nor will permits be issued for such connections, until the District has conditionally accepted the Project as herein provided.

5.1 **Facility Ownership.** As of the date of Conditional Acceptance, all of Applicant's right, title and interest in and to the constructed Project, including all mains, pipelines, valves, and related parts and materials which compromise the constructed project shall immediately pass to and vest in

the District, subject, however, to Applicant's obligation for maintenance as provided herein. This Application is in effect a Quit Claim Deed and conveyance by the Applicant to the District upon the date of Conditional Acceptance.

5.2 Title Warranty. Applicant agrees that the constructed Project shall be transferred to District free and clear of all liens and encumbrances and Applicant agrees to **WARRANT AND DEFEND** the conveyance of said property hereby made unto District, its successors and assigns, against all and every person or person whomsoever. Should after the date of Conditional Acceptance, the District determine that title to the constructed Project and/or easements and rights-of-way has not been effectively conveyed to the District, Applicant agrees that he will do whatever is necessary, at his expense, to insure that the conveyance is properly effected.

6. **Maintenance and Repairs.** Applicant shall, as described in this Paragraph 6, be responsible for correcting all defects in the constructed Project (hereinafter "Corrective Maintenance") and for all routine maintenance of the constructed Project, until the same is accepted for maintenance by the District.

6.1 Guarantee. Applicant guarantees all equipment, materials, supplies, and work furnished to the Project against defective construction and workmanship for a period of one (1) year from the date of Conditional Acceptance of the Project by the District, or until the Project is finally accepted for maintenance by the District, whichever period is longer.

6.2 Corrective Maintenance. Applicant shall correct, repair or replace any part or parts of the constructed Project which the District determines were not constructed in accordance with the approved plans, construction notes and specifications, or which the District determines to be defective or of poor or unworkmanlike quality. In addition, Applicant shall correct any soil subsidence or erosion problem that District determines occurred in connection with the construction of the Project.

6.3 Routine Maintenance. Applicant shall protect the constructed Project and shall be responsible for performing all routine maintenance on the constructed Project so as to keep it in good repair and condition, ordinary wear and tear excepted. Applicant's routine maintenance obligations shall include the obligation to repair and/or replace any part or parts of the constructed Project damaged or rendered non-operative for any reason as a result of street construction, paving, or other utility installation, or vehicular traffic.

6.4 Time of Performance. After receipt of written notice from the District specifying what corrections and/or maintenance should be performed, Applicant shall, at his sole cost and expense, promptly perform such corrections and/or maintenance, or cause a licensed and bonded contractor to do the same. In the event Applicant fails or is unable to perform its obligations hereunder, the District, in order to insure the proper operation of its sewer distribution system and without waiving any of its other remedies, may perform said corrections and maintenance and charge the cost thereof to Applicant, which agrees to pay.

6.5 Maintenance Bond. Applicant hereby agrees that, as a condition precedent to the Conditional Acceptance of the Project, he will provide a maintenance bond payable to the District and sufficient to comply with the terms of this Agreement for Conditional Acceptance. Said maintenance bond shall be acceptable to the District before the period of Conditional Acceptance will begin, and such acceptability shall be at the sole discretion of the District.

6.6 Emergency Repairs. In the event of any emergency, such as but not limited to, a sewer main break, the District, in order to insure the proper operation of its water distribution system, may perform the necessary emergency repair and charge the cost thereof to Applicant, which Applicant agrees to pay.

6.7 Warranty. The Contractor shall provide a minimum one (1) year warranty of the sanitary sewer pipelines, appurtenances, and surface restoration work including asphalt and concrete. The warranty period shall commence at the time of final acceptance of the project. Final acceptance will be made when all punch list items have been corrected to the Engineer's satisfaction. This general warranty shall not be considered a waiver of any manufacturer's warranty, which may exceed the one (1) year period, or the Statute of Limitations for construction projects as provided for in the Colorado Revised Statutes or Uniform Commercial Code. Satisfactory compaction test results are not a guarantee that settlement will not occur. The Contractor shall be responsible for all work including any repairs or replacements that are required during the duration of the warranty period, including all parts, material, and labor. If upon notification of the Contractor, such repairs are not completed within a reasonable time period, the Districts shall complete the work and seek recovery from the general contractor or his bonding company. The Contractor shall be held liable for all consequential damages as a result of failure of his work.

7. Acceptance for Maintenance. One (1) year from the date of Conditional Acceptance, the District or its consulting engineer shall inspect the constructed Project. Attention shall be paid to assure that all fire hydrants, valve vaults and valve boxes are at finished grade, that all valve boxes are centered over the valve operation nut and are free and clear of sand, gravel, stones or other foreign material, and that all fire hydrants are operational. Any replacement or repairs necessary to bring the constructed Project into compliance with the approved plans, construction notes and specifications, including repair of street paving, curb and gutter work, if applicable, and any other changes required by District personnel at their sole discretion, shall be promptly performed by the Applicant or by a licensed and bonded contractor, at Applicant's sole cost and expense.

Upon the satisfactory completion of all replacements and repairs, the District shall accept the constructed Project for maintenance and release the maintenance bond. The District's acceptance of the Project for maintenance shall be effective as of the date the District Manager and consulting engineer affix their signatures to this document, and from that date forward, the district shall operate and maintain the constructed Project at District expense.

8. Indemnification. Applicant shall indemnify and hold harmless the District, its officers, agents and employees from all claims and demands or liability arising out of or encountered in connection with this Application and Agreement or the performance of the work contemplated

hereunder, whether such claims, demands or liability are caused by Applicant, his agents or employees, or by Applicant's contractors or subcontractors, their agents or employees, or by products or materials installed on the Project by Applicant, its contractors, or subcontractors; EXCEPTING ONLY such injury or harm as may be caused solely and exclusively by the District's fault or negligence. This indemnification shall extend to claims, demands or liability for injury occurring off the job site as well as on, and for injury occurring after completion of the Project as well as for injury occurring during the construction of the Project.

9. **Right to Stop Work.** In the event of a breach of this Application and Agreement, the District reserves the right to halt all work on the Project until all breaches are cured to the satisfaction of the District.

10. **Easements.** Before the District will Conditionally Accept any Project under the terms of this Agreement, all rights-of-way and easements shall be conveyed to the District as required. Applicant shall provide the following documents to the District Engineer before the District will begin processing or preparation of rights-of-way or easements:

- a. Legal description prepared by registered land surveyor and plot plan.
- b. Plot plan showing the easements on the plan development map.
- c. Statement, in writing, of proposed width of easement, whether it is exclusive or non-exclusive, and any other pertinent information.
- d. Title commitment showing present ownership and encumbrances on the property, if any.
- e. In case the title is to be signed by a partnership, corporation, or other business entity, in those cases other than a corporation signing by its president, a recordable authority affidavit will be required for the person signing.
- f. The signature of Applicant and holder of any encumbrance on the property to be made subject to the easement and right-of-way.

The applicant hereby understands that the District will require a minimum of forty-five (45) days from receipt of the above required documents before the rights-of-way and easements prepared by the District's Attorney will be signed and approved by the District for recording.

11. **Reimbursable Expenses.** It is hereby understood that the District will incur engineering and possibly legal expenses in processing this Application and Agreement on behalf of the Applicant. The expenses so incurred by the District for review by the engineer of the Applicant's plans as well as the time spent by the District's Attorney in preparing easements and/or performing other matters will be considered reimbursable expenses. Any other expense reasonably incurred by the District to process this Application and Agreement will also be considered a reimbursable expense. The Applicant shall be billed by the District for its reimbursable expenses on a monthly basis. The Applicant herein agrees to promptly reimburse those expenses. Any

reimbursable expenses that are not paid within thirty (30) days shall be considered delinquent. Delinquent reimbursable expenses shall incur a default penalty of one and one half (1 1/2%) percent of the amount of the reimbursable expenses and default per month. Further, the District shall charge and \$25.00 administration fee for collecting the past due amounts. Further, the District will not authorize conditional or final acceptance of a Project if any reimbursable expenses are unpaid, whether past due or not. Still further, should any reimbursable expenses become delinquent, all further processing by the District of the Project, including but not limited to the sale of taps, execution of easements, or approval of plans, will promptly be halted until the reimbursable expenses are paid.

12. **Integration Clause.** This Application and Agreement constitutes the entire agreement of the parties, except, if applicable, the right-of-way agreements or easements of the Project which may impose an obligation upon Applicant to pave the streets. No other agreements, oral or written, pertaining to the Project to be performed under this Application and Agreement exist between the parties. This Application and Agreement can be modified only by a writing signed by both parties hereto.

13. **Interpretation of Agreement.** This Application and Agreement, the approved plans, construction notes and specifications, are intended to supplement one another. In the case of conflict however, the specifications shall control the plans, and the provisions of this Application and Agreement shall control both. In the event that work is displayed on the plans, but not called for in the specifications, or in the event that work is called for in the specifications, but not displayed on the plans, Applicant shall be required to perform the work as so called for and displayed in either place. Should any court determine that any provision of this Agreement is unenforceable, such interpretation shall not work to invalidate the entire Agreement. All other provisions shall remain in full force and effect.

14. **Governing Law.** This Application and Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Should any legal action be instituted for interpretation of this Agreement and/or any of the rights of the parties under it, such action shall be brought in Jefferson County.

15. **Assignment.** Applicant may not assign this Application and Agreement without the express written consent of the District.

**IN WITNESS WHEREOF**, this Application and Assignment has been executed in duplicate by the parties hereto as of the day and date opposite their signatures.

APPLICANT:

Name of Applicant \_\_\_\_\_

Signature \_\_\_\_\_

(Title)

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

STATE OF COLORADO )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.

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

My Commission Expires:

**ACKNOWLEDGEMENT BY CORPORATION**

STATE OF COLORADO )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by  
\_\_\_\_\_, as President\_(Vice President), and \_\_\_\_\_, Secretary  
(Assistant Secretary) of \_\_\_\_\_, a \_\_\_\_\_ corporation.

WITNESS my hand and official seal.

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

My Commission expires:



NOTE: this Agreement must be executed exactly as the Applicant is doing business, i.e., if a corporation, same must be executed by the President or Vice President, and attested to by the Secretary of the corporation, with the said corporation's official seal being thereunto affixed. Said document must be acknowledged accurately as indicated above.

**APPROVAL BY BENNETT BEAR CREEK FARMS WATER  
AND SANITATION DISTRICT**

a) Approval of Application

Date: \_\_\_\_\_ Name \_\_\_\_\_  
Title \_\_\_\_\_

b) Conditional Acceptance of Project

Date: \_\_\_\_\_  
District President

Date: \_\_\_\_\_  
District Engineer

c) Final Acceptance of  
Project for Maintenance

Date: \_\_\_\_\_  
District President

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

\_\_\_\_\_  
District Engineer