

**WILLOWBROOK WATER AND SANITATION DISTRICT**  
**RULES AND REGULATIONS**

*7/22/25*

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RULES AND REGULATIONS**

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## Rules and Regulations

### Willowbrook Water and 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. §32-4-405, as amended from time to time. 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

##### General

100. Purpose. The purpose of these Rules and Regulations is to assist in the administration and operation of the water and sanitation system of the Willowbrook Water and Sanitation District.

101. 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.

102. 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.**

103. Fees. The District may, from time to time, promulgate and update a schedule (the "Fee Schedule") setting forth all fees contemplated by these Rules and Regulations, as well as other fees authorized or imposed by the Board. Notwithstanding the promulgation of a Fee Schedule, the fees set forth therein, including, without limitation, any Tap Fees, are subject to change at the District's sole discretion. Any quote for fees, including, without limitation, Tap Fees, provided by the District or a District employee is an estimate only, and not a binding commitment, representation, or agreement by the District that such quote reflects the type or amount of fees actually due; to limit fees that may be due to the quoted amount; or to provide service upon the payment of the same unless set forth in a separate written agreement signed by the District and approved by the District Board. Furthermore, the District may, in the District's reasonable discretion, impose a fee on a User or Constructor not set forth in the Fee Schedule to reimburse itself for any costs incurred by the District arising from or related to that User or Constructor, including, without limitation, costs incurred to review non-standard plans, turn on/shut off water, repair tampered or damaged equipment, and any other activity not contemplated by the Fee Schedule. The District Board shall also have the discretion to impose additional fees not set forth in the Fee Schedule for the purposes of addressing or deterring conduct of a User or Constructor which is inconsistent with that person's obligations under these Rules and Regulations, controlling law, or other applicable requirements or regulations.

ARTICLE II  
Definitions

200. ACTUAL COST. All costs applicable to the construction, operation, maintenance or repair (as applicable) of a given transmission, distribution or collection line, or other District-owned facility or property, 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. AMERICAN WATER WORKS ASSOCIATION. Organization which establishes criteria for specifications and materials used in the District and hereafter referred to as A.W.W.A.
202. BOARD. The elected or appointed Board of Directors of the District.
203. CONSTRUCTOR OR MAIN CONSTRUCTOR. The landowner(s), developer(s), subdivider(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.
204. C&A FORM. The District's then-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 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. Additional terms or conditions may be imposed by the District on a case-by-case basis, whether before or after the C&A Form is initially signed, as a condition to provision of services by the District.
205. CROSS CONNECTION. A physical uncontrolled linkage permanently or temporarily connecting any water source other than Denver Water, to the Willowbrook distribution or transmission system.
206. DENVER. The Term "Denver" whenever used in these Rules and Regulations shall mean the City and County of Denver, State of Colorado, acting through its Board of Water Commissioners and the Denver Water Department.
207. DISTRICT. The Willowbrook Water and Sanitation District acting through its Manager, Engineer, Attorney or Accounting Staff. The ultimate authority for the decisions of the District rests with the Board of Directors.
208. DISTRICT ATTORNEY. Person or firm contracted to provide legal advice to the District.
209. DISTRICT ENGINEER. Person or firm that has contracted to do engineering work or consultation for the District.
210. DISTRICT MANAGER. Person or firm duly appointed by the Board to administer the affairs of the District.

211. FORCE MAIN. Any closed system dependent upon pressure to ensure the flow of sanitary wastewater through the system; typically associated with the use of grinder/ejector pumps attached to the service line.
212. 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.
213. LICENSED PLUMBER OR UTILITY CONTRACTOR. The person licensed to work in the District by applicable authority in the State of Colorado.
214. LIFT STATION. Device serving more than one unit for moving sewage, other than by gravity, through the District's sewer mains.
215. MAINS OR WATER MAINS. Any pipe, piping or system of piping used as a conduit for water in the District's water system excluding service lines.
216. METRO. The Metropolitan Wastewater Reclamation District.
217. PERSON. Shall mean any individual, firm, corporation, association, society, company or group.
218. RULES AND REGULATIONS. These Rules and Regulations, as amended from time to time by the Board of Directors.
219. SANITARY WASTEWATER. The combination of liquid and water-carried wastes discharged from toilets, drains, and other sanitary plumbing facilities.
220. SERVICE LINE. Any pipe used to provide water or sewer service to a building used for residential, commercial or industrial purpose from the District's water or sewer main.
221. SEWER SYSTEM. All facilities for collecting, storing, transporting, pumping, treating, and measuring sanitary wastewater.
222. SEWER MAIN EXTENSION. Any pipe used as a conduit for sanitary wastewater constructed as an addition to the District's existing sewer system.
223. SEWER OR SEWER MAINS. Any pipe, piping or system of piping used as a conduit for sanitary wastewater in the District's sewer system.
224. SEWER TAP. The physical connection to a District's sewer main, which, together with the Tap Permit, allows sewer service to any permitted premises.
225. 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 nonresidential 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. Notwithstanding anything to the contrary herein, final SFE determinations for tap sizing are subject to review and approval by the District Engineer.

226. SHALL is mandatory, MAY is permissive.

227. SUMP PUMP. Mechanical device used to discharge ground or storm water from around the perimeter of a building foundation.

228. 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.

229. SWIMMING POOL DISCHARGE. Swimming pool filters backwash effluent or pool water.

230. 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.

231. SWIMMING POOL SERVICE FEE. A fee imposed by the District for discharging swimming pool filter backwash effluent into the District System.

232. 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. The current Tap Fees for various sizes of service lines and uses are available from the District; provided, however, that any quote for Tap Fees provided by the District is an estimate only, and not a final or binding commitment by the District to provide service upon the payment of the same unless set forth in a separate written agreement signed by the District.

233. TAP PERMIT. The written authority to make a Tap for water or sewer services to the District System.

234. 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.

235. TRANSMISSION MAIN. A water or 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.

236. UNDERDRAIN. Sub drain, foundation or groundwater system installed within the District's water or sewer line trenches. **WARNING: the District will not allow any drainage system to be connected to or installed within its water or sewer system (bedding, trench) or water or sewer lines in any manner whatsoever.**

237. USER. Any person to whom water and/or sewer service is provided, be it renter, record owner, corporation, company, individual, etc.

238. WATER MAIN EXTENSION. Construction of any main or water main attached to the District's existing water system.

239. WATER SYSTEM. All facilities for transporting or distributing, storing, pumping, treating and measuring the water.

### ARTICLE III

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

300. Prior to the District incurring any cost to facilitate water or sewer service to any property, the Constructor, owner and/or developer shall sign the District's C&A Form.

301. The C&A Form specifies the procedures and responsibilities for any person who constructs water or sewer facilities (or both) within the District.

302. The C&A Form is available from the District Manager or the District Engineer.

303. Any person requesting that the District perform legal or engineering analysis for purposes of evaluating a potential development within the District or in circumstances otherwise—in the opinion of the Board or the District's Attorney—not adequately covered by the C&A Form shall execute an appropriate cost reimbursement agreement prior to the District performing any services for their benefit.

### ARTICLE IV

#### Inclusion Procedures

400. In order to receive water or sewer service from the District, unless otherwise approved by the Board, all property must be included within the District boundaries.

401. 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 V

### Availability of Water and Sewer Service

500. The District has limited capacity for single-family or equivalent single-family water and sewer taps within its service area.

501. The District will certify to availability of water and sewer service to the extent of its capacity for single-family dwelling units. Certification of availability of water and sewer service for all multi-family dwelling units, commercial or industrial users will be reviewed by the District. However, no certification of availability of water and 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 C&A Form has been executed, if applicable, as specified in Article III.

502. Inclusion of land into the District boundaries must be approved by the Board of Directors. The District may limit availability of water and sewer service to lands so included.

503. Notwithstanding the issuance of a statement of availability, the issuance of water and sewer taps is subject to allocation limitation or curtailment in accordance with the District's contracts with Denver, Metro and the Lakehurst Water and Sanitation District.

## ARTICLE VI

### Water Easements

600. General. Easements are required for all water mains constructed outside of the public right-of-way. All easements shall be prepared according to the following:

a. In areas where water mains are installed in easements, all water mains shall be located within the easements as shown on the construction plans.

b. Landscaping and improvement restrictions apply to this type of easement as with all the mentioned easements.

c. The following guidelines shall be used in selecting the proper easement.

1. 30' Non-Exclusive PUD/PBG - This easement is applicable in all Planned Unit Developments (PUD) and Planned Building Groups (PBG) which have a paved surface over the entire width of the easement. The District shall have the exclusive use of twenty feet (20') of the thirty foot (30') except for perpendicular crossings by other utilities.

2. 50' Non-Exclusive - This easement type is applicable to situations where non-exclusive easements are required.

3. 30' Exclusive - This easement is applicable to situations where other utilities (gas, electric, telephone, cable TV, street lighting, sewer, storm sewer, drainage) are not anticipated. The 30' exclusive easement shall not be used in PUD or PBD developments.

d. No water main shall be located less than five feet (5') from the edge of an easement.

601. Procedures. The following documents shall be provided to the District:

a. A drawing of each easement 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.

b. A general location map of the development area and easement.

c. A current title policy for the easement to be conveyed.

d. 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.

e. A title commitment and policy for each separate ownership on land traversed by all offsite easements specific to the easement legal description.

602. Construction within Easements.

a. Plans for water main construction within easements shall not be reviewed nor shall construction be authorized prior to the acceptance of the easement by the District.

b. All water mains constructed within easements shall conform to District Specifications, unless otherwise directed by the District.

c. Prior to the acceptance of water mains within easements, the District shall be provided with a drawing indicating the "as constructed" location of the water main within the recorded easement. This drawing must be certified by a registered land surveyor.

603. License to Cross Willowbrook Water and Sanitation District Water Easement. In the event that it is necessary for another utility to cross an existing water easement dedicated to the District, it will be necessary to obtain a license agreement. The procedure for crossing an existing water easement is presented below.

a. 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 corner or other recognizable point in a platted subdivision.

b. Submit three copies of the legal description along with the proposed construction drawings of the crossing to the District Engineer.

c. The District Engineer will review the proposed crossing and distribute the information to the District Manager and the District Attorney. If no revisions are needed, the agreement will be presented to the Board of Directors for approval.

## ARTICLE VII

### Sewer Easements

700. General – Easements. 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. All easements granted to the Willowbrook Water and Sanitation District shall be prepared by the easement grantor or his designated representative according to procedures outlined in this Article.

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 Willowbrook Water and Sanitation 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 portion of the easement under separate ownership.

3. A drawing of each easement 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 must 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 or policy for each portion of the easement under 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.

703. License to Cross Willowbrook Water and Sanitation District Sewer Easement. In the event that it is necessary for another utility to cross an existing sewer easement dedicated to the District, it will be necessary to obtain a license agreement. The procedure for crossing an existing sewer easement is presented below:

a. 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 corner or other recognizable point in a platted subdivision.

b. Submit three copies of the legal description along with the proposed construction drawings of the crossing to the District Engineer.

c. The District Engineer will review the proposed crossing and distribute the information to the District Manager and the District Attorney. If no revisions are needed, the agreement will be presented to the Board of Directors for approval.

## ARTICLE VIII

### Water System - Construction Plan Review Procedures

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

a. All plans shall be in compliance with the Engineering Standards and Specifications of the District and Denver, as well as all other applicable regulations or requirements including, without limitation, those referenced in Section 102 hereof.

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, the District Attorney, the District Manager and Denver.

c. No construction may take place until the plans have been approved and a preconstruction meeting has been held.

d. Plans and specifications are approved for a twelve-month period only from date of initial 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. This conference is not required but will be held upon the request of the Constructor or design engineer.

b. Preliminary water plans shall be submitted in two 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 water system and other applicable regulations and specifications. 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 C&A forms shall be submitted to the District Manager prior to plan review approval.

d. All easement information, in accordance with these Rules and Regulations, shall be submitted to the District Engineer prior to plan approval.

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 and/or District Engineer to discuss the needed revisions if it is deemed 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 Manager and other review agencies.

g. If no further revisions are required by the District, Denver, or other review agency, one copy of the plans shall be submitted to Denver for the preparation of final approved plans.

h. Upon final approval of construction plans, the approved drawings shall be held by the District Manager and released at the preconstruction meeting. No construction may take place until a preconstruction meeting has been held.

## ARTICLE IX

### Sewer System - Construction Plan Review Procedures

900. General. 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.

a. All plans shall be in compliance with the Engineering Standards and Specifications of the District, as well as all other applicable regulations or requirements including, without limitation, those referenced in Section 102 hereof..

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 Attorney.

c. No construction may take place until the plans have been approved and a preconstruction 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.

901. Submittal and Review Procedures.

a. The Constructor or design engineer may request a pre-design conference by contacting the District. 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. 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 and other applicable regulations and specifications. 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 C&A Forms shall be submitted to the District prior to plan review approval.

d. All easement information, in accordance with these Rules and Regulations, 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 and/or 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 Manager 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 which shall be submitted.

h. Upon final acceptance of construction plans, the approved drawings shall be held by the District Manager and released at the preconstruction meeting. No construction may take place until a preconstruction meeting has been held.

## ARTICLE X

### Water System - Responsibility of the Constructor

1000. The first responsibility of the Constructor shall be to obtain and execute a C&A Form.

1001. The Constructor 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.

1002. The Constructor shall be responsible for notifying the District Engineer and District Manager at least 48 hours prior to the start of any construction. If work is suspended during normal business hours after initial startup, the Constructor must notify the District and District Engineer of any such suspension.

1003. At all points of connection of new water mains to existing mains, the Constructor will be responsible for excavating and verifying the location of existing lines prior to the installation of any new construction. If it is necessary to shut down any portions of the existing water system to make connection, prior approval by the District will be required. The Constructor will be responsible for notifying all District customers to be affected by any water outage at least 24 hours prior to such outage. The duration of any water outage to existing District customers shall be minimized and, if directed by the District, the Constructor shall provide temporary water supply to customers by means of tank trucks, temporary connections to charged facilities, etc.

1004. The Constructor is responsible for preventing pollutants and contaminants from entering the District's water system. The Constructor, at its own expense, shall install, operate, test and maintain approved backflow prevention devices as directed by the District. The Constructor is required to keep accurate records of tests and provide the District with copies of such records for a two-year period.

1005. All existing water valves and appurtenances shall be operated only by a District Representative. The Constructor shall not be allowed to operate any existing valve or appurtenances.

1006. No pipe or appurtenance shall be backfilled, nor covered with bedding material, above the spring line of the pipe prior to the review and acceptance by the District. No water line construction will be allowed prior to the installation of curb and gutter. If such construction takes place, the Constructor will be responsible to relocate or replace such lines to assure adequate cover or location within the street surface.

1007. 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 District Engineer and obtain consent shall result in the Constructor being liable for all mobilization and demobilization costs.

1008. All construction, including labor, materials, compaction, and settlement of backfill shall be guaranteed by the Constructor for a period of at least one (1) year from the date of preliminary acceptance of construction by the District. The District may require a longer guarantee period in its sole discretion. During the guarantee period, the expense of any repairs or maintenance to the lines, appurtenances and facilities (including, without limitation, any compaction and surface paving) 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 guarantee period at the expense of the Constructor.

1009. The Constructor is responsible for maintaining as-built drawings to include locations of pipe, valves and record other appurtenances. The locations of water lines, valves and recorded appurtenances shall be verified by a licensed surveyor. As-built drawings must be reviewed by the District before preliminary acceptance. The record drawings shall be placed into an electronic file suitable to the District Engineer and/or Manager.

## ARTICLE XI

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

1100. The first responsibility of the Constructor shall be to obtain and execute a C&A Form.

1101. The Constructor 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.

1102. The Constructor shall be responsible for notifying the District Engineer and District Manager at least 48 hours prior to the start of any construction. If work is suspended during normal business hours after initial startup, the Constructor must notify the District and District Engineer of any such suspension.

1103. 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 District Engineer and obtain consent shall result in the Constructor being liable for all mobilization and demobilization costs.

1104. 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 Constructor. This plug shall remain in place until acceptance of construction by the District. The Constructor shall be responsible for pumping and cleaning lines and manholes and removing the plug.

1105. 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 Constructor to assure that all construction is reviewed by the District prior to backfilling. Any pipe covered prior to acceptance shall be excavated by the Constructor to allow for review. This shall be done at no expense to the District. All sewer service connections shall be dye tested.

1106. The Constructor shall be responsible for the proper alignment and cleanliness of all manholes during the guarantee 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.

1107. The Constructor is responsible for maintaining record drawings to include all distances between manholes and locations of wyes or service tees. Record drawings must be reviewed by the District before preliminary acceptance. The record drawings will be placed into an electronic file which is acceptable to the District Engineer and/or Manager.

1108. All construction, including labor, materials, compaction, and settlement of backfill shall be guaranteed by the Constructor for a period of at least one (1) year from the date of preliminary acceptance of construction by the District. The District may require a longer guarantee period in its sole discretion. During the guarantee period, the expense of any repairs or maintenance to the lines, appurtenances and facilities (including, without limitation, any compaction and surface paving) 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 guarantee period at the expense of the Constructor.

## ARTICLE XII

### Construction of Public Water and Sewer Mains

1200. It shall be a violation of District policy for any Constructor to construct a water and/or sanitary sewer main within the jurisdiction of the Board without first having executed and delivered to the District the required C&A Forms.

1201. All water and sewer main extensions within the jurisdiction of the Board shall be made under the supervision of the District in accordance with the District's specifications and these Rules and Regulations. Plans for such extension shall be submitted to the District; said plans must be approved by the District. All water and sewer main extensions shall be constructed according to these Rules and Regulations, as well as the District's specifications and those of Metro and Denver. **WARNING:** The Board may impose additional requirements to those established by Denver or Metro. In any instances of conflict, the District's requirements shall be followed. Any questions should be referred first to the District Engineer and Manager and if they cannot be

resolved then to the Board of Directors. Any conflicts between or among applicable standards and specifications shall be resolved by the District Engineer.

1202. Those areas of the District located west of Simms Street to the hogback are subject to specific bedding and pipe material requirements as detailed in District construction specifications.

1203. 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.

1204. All construction done by the District in excess of the threshold established in C.R.S. § 32-1-1001(1)(d), as the same may be amended from time to time, shall be advertised for bid, except in emergency situations.

1205. Performance and Payment Bond equal to 100% of the contract (or construction cost) shall be furnished by the Constructor to the District on all water and sewer main construction in the District.

1206. All daily inspection fees on water or sewer mains, including but not limited to those required by Metro, Jefferson County, Denver, the Colorado Department of Highways and the Bergen Ditch Company, shall be paid for by the person requesting main extensions in the District.

1207. 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 water or sewer systems, shall be constructed from designs developed or approved by the District Engineer.

1208. All water, sewer mains and other facilities shall be installed in roads or streets which Jefferson County, The Colorado Department of Highways, or other public agency has accepted for maintenance as a public right-of-way, or in easements granted to the District. The exact location shall be as directed by the District Engineer.

1209. Procedure for Water and for Sewer Main Construction by the District. If the Constructor has agreed to the engineering layout or design and preliminary cost estimate for the work, the Constructor shall deposit sufficient money to cover all actual costs in connection with the water and/or 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. The total amount of all required deposits and escrows shall be determined by the Board in its reasonable discretion. Upon completion of the work, the final cost shall be certified by the District Engineer and any overage refunded to, or deficiency made up by, the Constructor.

1210. All water, sewer mains and other facilities, except service lines constructed by the District, become the property of the District upon preliminary acceptance of the facility.

1211. Each Constructor who desires water and/or 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 Constructor's control.

1212. Connection to other sources of water supply or other water systems shall not be allowed.

1213. The District reserves the right to require a Constructor to oversize either water or sewer transmission mains. The District will reimburse - either directly or through a reimbursement agreement tied to future development within the District - the oversizing costs for water mains over 12” in diameter or sewer mains over 8” in diameter if they are not required to service a Constructor’s project. Payment will be made as called for in the applicable reimbursement agreement or after facilities are installed, tested and preliminarily accepted by the District for operation (as applicable). Constructor 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. All final reimbursable amounts shall be subject to Board approval.

1214. Water System General Requirements. All plans for water main extensions, improvements and changes shall be submitted to the District Engineer. All plans must be reviewed by the District Manager and the Denver Water Department:

- a. No taps will be allowed, nor tap permits issued, until construction has been preliminarily accepted by the District.
- b. Plans to be reviewed must be accompanied by a minimum of three (3) sets of the recorded plat(s). One copy shall be retained by the District Manager, one copy delivered to the District Engineer, one copy delivered to the Denver Water Department.
- c. If any water 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 water easement in accordance with Article VI of these Rules and Regulations.
- d. A pre-construction meeting must be arranged by the Constructor and held prior to the start of any work. The District Engineer, District Manager, Constructor, and owner or owner’s engineer must be represented at this meeting. The meeting shall be held at the District office at 9850B West Girton Drive, Lakewood, CO 80227 or at such place as the District Manager shall direct.
- e. All contractors must notify the District Engineer and District Manager at least 48 hours prior to the start of construction.
- f. Approved plans and a copy of the specifications must be kept on the job site by the Constructor at all times.
- g. Cross connection control shall be enforced in accordance with the direction of the District. Any questions should be referred to the District Engineer.
- h. 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.

1215. Sewer System - General Requirements. All plans for sewer main extensions, improvements and revisions shall be submitted to the District Engineer. All plans must be reviewed by the District.

a. 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.

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

c. 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 Rules and Regulations.

d. A pre-construction meeting must be arranged by the Constructor and held prior to the start of any work. The District Engineer, District Manager, Constructor or Constructor's engineer must be represented at this meeting. The meeting shall be held at the District office at 9850B W. Girton Dr., Lakewood, Colorado 80227, or at such place as the District Manager shall direct.

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

f. Approved plans and a copy of the specifications must be kept on the job site by the Constructor at all times. The Constructor 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.

g. 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.

1216. Sewage Lift Stations and Force Mains. Except for individual ejector systems which must be approved by the District, no sewage lift stations or force mains 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 or Force Mains. If permitted, the District will not assume any ownership or maintenance of a Lift Station or Force Main. Such maintenance and ownership will need to be otherwise provided for by Constructor.

1217. 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 XIII

#### Conveyance and Acceptance Procedure

1300. Prior to the receipt of plans for review and approval, the Constructor shall execute a completed copy of the C&A Form. Three (3) original copies of the C&A form are required.

1301. Upon receipt of the three (3) original copies of the C&A Form, the Constructor may submit plans for review and approval by the District.

1302. When the utility lines and as built drawings have been accepted, copies of the District executed C&A Form granting preliminary acceptance will be distributed to:

- |                   |          |
|-------------------|----------|
| Constructor       | - 1 copy |
| District Engineer | - 1 copy |
| District Manager  | - 1 copy |

1303. Prior to the expiration of the guarantee period, the utility line shall be inspected for final acceptance and maintenance by the District Engineer. The Constructor and its contractor shall correct any deficiencies observed during the final inspection within the time period set by the District. All billed reimbursable expense must be paid in full to obtain final acceptance. Final acceptance will not be granted until all applicable deficiencies have been resolved.

1304. Upon final acceptance, the District Manager will distribute executed C&A Forms. Copies will be distributed as follows:

- |                   |          |
|-------------------|----------|
| Constructor       | - 1 copy |
| District Engineer | - 1 copy |
| District Manager  | - 1 copy |

### ARTICLE XIV

#### Water System - Acceptance and Release for Taps

1400. A main shall be preliminarily 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 an electronic set of plans as directed by the District Engineer, of the as-built drawings have been supplied to and approved by the District Engineer and/or Manager. A professional

surveyor may be required to assist in the drafting of the as-built plans as determined by the District Engineer in its sole discretion.

- b. The main has been properly chlorinated prior to hydrostatic pressure testing.
- c. The main has been successfully pressure tested to the requirements of the District. Hydrostatic pressure testing is mandatory.
- d. The local health authority has supplied the District satisfactory bacteriological test results.
- e. All compaction test results required by the District have been submitted and approved.
- f. All easements have been submitted and approved by the Board.
- g. The Constructor has submitted a letter to the District Engineer documenting the installation costs for the project.
- h. For water mains constructed outside of the public right-of-way, drawings shall be submitted indicating the “as constructed” location of water mains within the boundaries of recorded easements. These drawings must be certified by a registered land surveyor.
- i. For water mains constructed within the public right-of-way, drawings shall be submitted indicating the “as constructed” location of the water mains within the public right-of-way.
- j. All billed reimbursable charges have been paid to the District.
- k. The C&A Form for preliminary acceptance has been dated and signed by the District.

1401. Until these matters are accomplished, no rebates or participation or approval for other projects with the Constructor will be granted. Tap permits may also be withheld by the District pending completion of all obligations under the C&A Form.

#### ARTICLE XV

##### Sewer System - Acceptance and Release for Taps

1500. 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 an electronic set of plans as directed by the District Engineer, of the as-built drawings have been supplied to and approved by the District Engineer and/or Manager. A professional

surveyor may be required to assist in the drafting of the as-built plans as determined by the District Engineer in its sole discretion.

- 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. 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.
- i. All billed reimbursable expenses have been paid to the District.
- j. The C&A Form for preliminary acceptance has been dated and signed by the District.

1501. Until these matters are accomplished, no rebates or participation or approval for other projects with the Constructor will be granted. Tap permits may also be withheld by the District pending completion of all obligations under the C&A Form.

## ARTICLE XVI

### Application for Service and Charges

1600. Application. Applications for service must be filed with the District Manager and be accompanied by appropriate fees.

1601. Fees. The Fee Schedule is available at the District Office and can be changed by the Board at any time without notice. The District may, but is not obligated to, assist in quoting and/or facilitating the payment of applicable Tap Fees and other charges to other entities or municipalities (such as Lakehurst Water and Sanitation District and Metro). However, the Constructor or end User (as applicable) shall remain at all times responsible for payment of all applicable costs and fees associated with the District’s provision of services. No error, misstatement or omission of the District relative to its fees, or the fees charged by any other person or entity, shall operate to relieve the User of its obligation to pay such fees as are properly due and owing. Users should at all times

do their own due diligence relative to all costs, charges and fees they may be charged in connection with a given service or service tap within the District.

1602. All properties requiring water and sewer service shall, in addition to other applicable charges, pay the applicable fees charged by Denver, the Lakehurst Water and Sanitation District, the Metro Wastewater Reclamation District and the District.

1603. Any use of a residential water meter larger than 3/4-inch must have prior Board approval.

1604. All non-residential water uses will require a review by the District Engineer of a fixture unit analysis in accordance with A.W.W.A. specification.

1605. All water service lines shall be constructed in the same size as the water meter, unless an exception is granted by the District Engineer.

1606. In calculating sewer service charges for multi-family, hotel, motel and trailer uses, each living unit shall be assessed as a single-family equivalent.

1607. 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 3/4" tap per living unit or as otherwise required by Metro.

1608. 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.

1609. Notwithstanding anything to the contrary herein, final SFE determinations for tap sizing and tap fee determination are subject to determination by the District Engineer.

1610. The Constructor shall be required to pay all applicable fees assessed by any governmental agency on the project.

1611. Meter Purchase Policy. All water meters shall be purchased from the District or from those suppliers approved by the District. The District does not allow remote readout meters for internal installation. All related water meter appurtenances shall be in conformance with Denver and District standards.

1612. 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.

1613. Denial of Application. The District reserves the right to deny application for service for any reason, including but not limited to:

- a. That connection of the system to applicant's existing plumbing would constitute a cross-connection to an unsafe water supply;

- b. That the service applied for would create an excessive seasonal or other demand upon the facilities;
- c. Failure to comply with the District's Rules and Regulations or specifications; or
- d. Failure to comply with Denver or Metro's requirements.

1614. Special Water Service through Fire Hydrants. If temporary water service is supplied through a fire hydrant, a permit for the use of the hydrant shall be obtained from the District by application. A deposit will be required to cover water meter and fire hydrant damage and estimated water bill. All special contracts using water through fire hydrants shall desist during the duration of any fire in the District, or upon request by the District for any reason. Applicable fees are available from the District office. All hydrant water users shall have a permit from the District. All water used from hydrants will be metered or billed per load. Any damage to the hydrant meter or other District property will be paid for by the permittee. All hoses and connections shall be in accordance with Colorado Health Department criteria.

1615. Water and Sewer Charges. Applicable fees are available from the District Office. The charges may be increased or decreased by the Board at any time without notice.

1616. Customers desiring a "turn off/on" service for purposes of vacation, vacancy of rental property, etc., shall be charged a fee in accordance with the Schedule of Fees. During the pendency of any such water shut-off, such customers may remain subject to any flat rate charges associated with their account (i.e., charges which are not driven by metered usage volume).

1617. Penalty for "Unauthorized Turn On". It shall be contrary to these Rules and Regulations for any person, except employees or officials of the District, to turn on water service after the shut-off by the District. The penalty amounts for Unauthorized Turn On and for Unauthorized Use are set forth in the Fee Schedule.

1618. Water and Sewer Service Billing. Statements for all types of water and sewer service charges shall be rendered on a monthly basis. Charges for late payments, previous month, turn on, turn off, meter repairs, or other fines/charges, shall be added to the statements. Bills shall be payable within thirty (30) days from billing date on statement. Bills paid more than 30 days after the billing date will be charged applicable carrying charges and processing fees as set forth in the Fee Schedule. Water and sewer bills not paid within 45 days shall be processed for water shut-off. The District may deliver shut-off notice through any combination of bill notice (notice contained within an invoice), electronic notice (notice sent to the user's email address on file with the District), mailed notice, hand delivery or physical posting on the subject property. Shut-off notice will require the bill be paid within 48 hours of the time of service of the notice. By statute, the District has a perpetual lien against property upon which any delinquency exists. If the delinquency continues for a period of more than 60 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 water or sewer user.

1619. Liability for Payment. The property owner and occupant(s) are hereby deemed jointly and severally liable for charges of the District (including, without limitation, all costs and fees

associated with the collection of overdue accounts). 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 to it.

1620. 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.

1621. Meter Testing. The District may make a test of meters. The District shall have the right to enter upon the customer's property during reasonable hours to conduct the tests. If the customer requests that his meter be tested for accuracy, he shall be charged for this test, provided the meter is found to be accurate. If the meter is not working properly, the District will repair or replace it, subject to appropriate charges for any damage or malfunction caused by a user.

1622. 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 all appropriate fees (including, without limitation, those owed to Metro and/or Lakehurst). 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, Metro and all other applicable governmental entities. Tap permits and/or physical connection permits will not be allowed prior to District preliminary acceptance of the sewer main to be tapped.

1623. Sewer Services - Ownership and Maintenance.

a. 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.

b. Maintenance. The user or 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 costs, loss or damage (including costs and attorney's fees) that may directly or indirectly be occasioned by the installation of the water or sewer service, or the failure to adequately maintain and operate the same. In those cases where grease traps or other filtering processes are required or employed, the District reserves the right to periodically inspect the service line (including such grease traps or other filtering devices) and all maintenance records and schedules pertaining thereto.

c. 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. No inspections will be made unless a 24-hour notice during normal business hours has been received by the District and District Engineer. All taps must be made in accordance with District specifications.

d. Grease Traps. In all cases where grease traps or other filtering processes are required to be inspected or maintained, the owner and/or operator shall maintain a log, signed by the Constructor or end User, of each time the device is cleaned and/or maintained. This log shall be available at all times for inspection by the District. All grease traps shall be cleaned with sufficient regularity to prevent grease buildup in, or discharge into, the District's sewer system. Failure to adequately maintain a grease trap or other filtering device, which results in grease buildups in, or grease discharge into, the District's sewer system, will result in the District charging the offending property owner and/or tenant the cost of cleaning the affected sewer mains, all other resulting costs or penalties incurred by the District, and a fine as set forth in the District's Fee Schedule. In circumstances where an owner/operator has not appropriately maintained its grease trap, the District may, but is not obligated to, pump the grease trap and pass the expense through to the owner/operator (in addition to any other fines and expenses). The District may also shut off water to the affected property until any grease trap maintenance issues are resolved to the District's satisfaction. The District's failure to exercise self-help or shut off water to the affected property shall not in any way relieve the owner/operator of any liability for proper maintenance of the grease trap or for all applicable costs, fines or damage resulting from failure to do so.

e. 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 and day lighting. In cases where the District discovers that a sump pump is connected to the District's sewer collection system the District may impose penalties for non-compliance with this rule. (See ARTICLE XXI) When imposing any penalty to enforce this rule, the Board is invoking its police power to protect the health and general welfare of its citizens. The District's sewer system's capacity is not designed to carry ground water, and may be compromised with the introduction of ground water.

f. Private Force Mains and Lift Stations. If and to the extent the District has agreed to allow one or more users or customers to discharge sewage into the District's system via Force Main, Lift Station, or any combination thereof, not owned by the District, then the operation and maintenance of such private Force Main(s) and Lift Station(s) shall be the exclusive obligation of the users which they service, and/or the entity(ies) established to perform such obligations on behalf of such users, and such users and entities shall, as a condition of discharging into the District's system, fully defend and indemnify the District against any and all costs, losses, expenses or fees (including attorney's fees) incurred by the District and relating, in any way, to such Private Force Mains or Lift Stations.

1624. Water Services - General.

a. No connection to a Willowbrook Water and Sanitation District owned water main will be allowed prior to the purchase of a District tap permit, payment of Denver fees, and any participation or other fees due. Tap permits will not be issued prior to District preliminary acceptance of the water main to be tapped, and payment of all fees. In those cases which involve private individual sewage disposal systems, a release from the Health Department will be required.

b. Water service line installation shall be in accordance with the standards and specifications of the District and Denver.

c. All two-inch (2") and smaller taps shall be made by the Denver Water Department in accordance with the Department's Engineering Standards.

1625. Water Services – Ownership And Maintenance.

a. Ownership. The service pipe and fittings connected to mains owned by the Willowbrook Water and Sanitation District shall be owned by, and installed at the expense of, the tap permit purchaser or property owner.

b. Maintenance. The owner shall maintain all service piping, fittings and appurtenances from the inlet side of the meter pit to the structure. The owner shall indemnify the Board for any loss or damage (including costs and attorney's fees) that may directly or indirectly be occasioned by the installation of the water service.

c. Frozen Service Pipes. The District shall not be responsible for thawing frozen service pipes or appurtenances from the meter pit to the structure.

d. Repair Services Available. The District shall provide leak repair services to a portion of the service pipe as indicated below:

1. The District shall repair leaks originating on the segment of the water service pipe between the water main and the inlet side of the meter pit.

2. Where no curb stop valve exists and no outside meter setting exists, the District will repair leaks originating on the service pipe between the water main and the customer's property line/curb stop.

3. Where no curb stop or outside meter setting exists, the District will repair leaks originating on the segment of privately owned fire lines between the water supply main and the inlet side of the property line. Further, leaks on service pipes connected to fire lines shall be repaired by the District in accordance with the guidelines set forth in (1) and (2).

4. The District shall repair leaks on the above-referenced segments of service pipes only when the District has determined that a leak is on the District maintained portion of pipe. The District shall not be responsible for repairs accomplished prior to notification of the District, nor for repairs accomplished other than under District direction. No reimbursement for leak repairs will be granted by the District unless the District directs the repairs in writing.

5. The customer shall retain complete responsibility for the maintenance and repair of all segments of the water service pipe and its appurtenances not listed in paragraphs (1) and (2) above. Leaks originating on the customer-maintained portion of the service line shall be repaired, without delay, at

the customer's expense. Failure to repair leaks within the time prescribed by the District may result in termination of service until repairs are accomplished.

## ARTICLE XVII

### Connection to the Public Water and Sewer Systems

1700. No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any District water or sewer main or appurtenances without first obtaining a written permit from the District.

1701. In no event will any person be allowed to install or connect in any manner to a stub, meter pit, service line or other tap in the District's water distribution system. Further, no unapproved device may be inserted into the District's distribution system, including service line & meter pits.

1702. The observation fee for water and sewer main connections shall be charged at the time of collection. Then current charges may be obtained from the District office. No work shall start until all District fees have been paid. No work shall start until the District office has been properly notified.

1703. All cost and expense incidental to the installation and connection of the water or sewer service shall be borne by the Constructor 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 water or 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.

1704. The owner of the house, apartment or building(s) of any nature shall be responsible for repair and upkeep of the sewer or water service lines from the street side of the meter pit to the structure in cases of water service, and from the connection point on the main to the structure in cases of sewer service. 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 and the District Engineer. Such maintenance will be performed by a Licensed Contractor in the presence of District personnel.

1705. With the exception of accessory dwelling units approved by the District pursuant to the District's Policy Re Accessory Dwelling Units and Tap Fees (a copy of which is available from the District office), every single-family detached living unit shall be serviced with a water tap, individual meter and service line to the structure. The Board reserves the right to require a 3/4-inch or larger size water tap based upon recommendation of the District Engineer. In such cases, the size of the water tap and service shall be reviewed and approved by the Board. Ancillary service, including but not limited to accessory dwelling units, barns, livestock, water tanks, and free-standing outdoor spigots, shall be reviewed on individual application to the Board for approval.

1706. Existing water or sewer service lines may be used in connection with new buildings only when found, on examination by the District, to meet all the requirements of these Rules and Regulations and all other District specifications.

1707. The water service line shall be type K copper. Fittings shall be brass or copper alloy. Where meters are to be set in driveways, parking lots or other paved areas, prior approval will be required. Connections shall be by “flared” methods.

1708. The sewer service line shall be installed in accordance with current District Specifications.

1709. The water service shall be brought to the building at an elevation that will allow a minimum of four and one-half feet of cover over the top of the pipe. The water service line shall generally be laid at a uniform grade and in a straight and continuous line. In those cases where, due to the length of the service line, it is impossible to have a service line without a joint, the jointing method will be submitted for review by the District.

1710. The District follows the Denver Water Board Soil Amendment Rules. When applicant has installed its water service line it shall call for an inspection. After the District has inspected the service line, applicant shall be responsible for compliance with Denver’s Soil Amendment Rules.

1711. After initial service line inspection by the District, applicant may request setting of a construction water meter for a charge as identified on District’s fee schedule. All water passing through the construction water meter shall be charged at the District’s applicable prevailing rates. Sixty days after setting the construction water meter the District may for any reason, remove the meter.

1712. When Denver notifies the District that its soil amendment rules have been complied with, then the District will set the water meter. The District will not set the water meter unless all fees and charges are current and any outstanding violations of these Rules and Regulations or other District specifications have been remedied.

1713. All excavations required for the installation of water or 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 Denver Board of Water Commissioners and the District.

1714. The work on water or 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 provided such work complies with the Colorado State Department of Health’s Technical Plumbing Code, the Uniform Plumbing Code, and such other applicable rules and regulations.

1715. 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 XXII.

1716. All water and 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

1717. All contractors, plumbers and others doing work on any water or sewer main, service lines or structures in the District shall comply with applicable District, Jefferson County, Denver or State Highway Department regulations on excavation, backfill, compaction and restoration or surfacing.

1718. All construction work and materials shall meet the standards and specifications of the Willowbrook Water and Sanitation District, The Metro Wastewater Reclamation District, the Denver Board of Water Commissioners and all other applicable authorities. 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.

1719. All permits, fees and licenses shall be paid for by the contractor, plumber or others doing work in the District prior to the start of construction.

1720. All construction of sewer and water facilities shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, 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.

1721. Water and 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.

1722. A person owning land outside the boundaries of the District who desires service must include all of his or her land contiguous to the parcel upon which service is desired within the boundaries of the District, unless the Board determines otherwise.

1723. 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.

1724. The District shall not allow any sub drain, foundation or ground water system to be installed within its water or sewer line trenches and will not allow any drainage system to be connected to its water or sewer system (bedding, trench) or water or sewer lines in any manner whatsoever.

1725. The District does not warrant the delivery of specific quantities of water, nor does it undertake to maintain water pressures sufficiently high to operate irrigation systems, automatic household appliances, or other equipment depending on water pressure for their operation. No allowance will be made by way of reduction in demand, contract, readiness to serve, or minimum charges, for reduction in quantities of water normally delivered caused by failure of supply, line breaks, or restrictions placed on use of water during times of shortage or low pressure. During periods of short supply, the District will act as an agent for all of its users and endeavor to ensure each a fair and equitable share of the water available. To this end, it may impose irrigation restrictions or other water conservation measures, enforcing the same by providing penalties for the violation of its rules.

1726. 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 Denver Metro 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 XVIII

### Single-Family Attached, Condominiums and Townhouses

1800. The District shall follow the minimum requirements of the Denver Water Board for installation of service lines to single-family attached, condominiums and Townhouses, with the following additional requirements:

- a. Each single-family dwelling shall have an individual meter, service line and shut-off acceptable to the District.
- b. Service lines to serve multi-family developments must be approved by the District Engineer.

1801. Except for apartments, condominiums, and accessory dwelling units approved by the District pursuant to the District's Policy Re Accessory Dwelling Units and Tap Fees (a copy of which is available from the District office), separate and independent sewer service lines, in conformance with the Jefferson County Building Code or Uniform Plumbing Code, shall be provided for every single-family unit. Each townhouse, patio home or single-family detached structure (other than approved accessory dwelling units) 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 in an apartment or condominium shall be assessed one sewer tap fee. All tap size determinations, as well as the resulting applicable tap fees, shall be in accordance with the District Engineer's reasonable discretion.

1802. The District's water tap fee shall be paid for each 3/4-inch or equivalent tap required for service to the structure by the minimum rules and regulations of Denver.

1803. 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 XIX

### Apartments, Commercial and Industrial Properties

1900. All Commercial and Industrial Properties to be served shall submit their plans to the District Engineer for tap size determination and service line configuration. Generally, the District follows the A.W.W.A. Manual of Practice, C-110 for water meter sizing by fixture analysis. Water service charges are based on single-family equivalents based on water meter sizing, however, all

determinations, as well as the resulting applicable tap fees, shall be in accordance with the District Engineer's reasonable discretion.

## ARTICLE XX

### Miscellaneous

2000. Stub-ins. Stub-ins will be permitted from the main, past the curb for both water and sewer service provided the Constructor or contractor makes application for stub-in prior to the time of installation of the main and with the understanding that the Constructor will extend water facilities from the stub-in(s) within 1 year following their preliminary installation by the District. Sewer stub-out cannot be used after 2 years from date of preliminary acceptance, unless approved in writing by the District.

In addition to the aforementioned requirements, all appropriate testing on the main line, including but not limited to deflection, lamping, low pressure air, compaction, clear water, hydrostatic, chlorination and as-builts shall be completed and submitted to the District prior to tapping and stub-in extension.

a. Upon request for stub-in, the Constructor shall pay the current water fees. No stub-in will be allowed without a signed stub-in agreement between the Constructor and Denver. A field observation of the stub-in(s) shall be performed by the District.

b. Upon request for connection to the house, the Constructor or contractor must pay the balance of the water tap fee and the total sewer tap fee, plus an additional inspection fee for inspection of lines from stub out to house.

c. All water tap permits for connection purposes must be signed by a plumber licensed under the applicable jurisdiction. Upon completion of these requirements and payments of all fees, the District will issue a tap permit for connection purposes.

2001. Unauthorized Taps. By resolution of the Board of Directors of the District, any contractor, Constructor, or other person who makes or causes to be made a tap on the sewer or water 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 the Fee Schedule. In addition, all costs of obtaining a proper inspection of the facility, and all other resulting costs or expenses incurred by the District (including costs and attorneys' fees) will also be charged the contractor, Constructor or other party.

2002. Cross Connection Control. All cross connections shall require the use of an approved Reduced Pressure Principle Backflow Prevention Device (RPPBPD), or an approved air gap, depending on degree of hazard, may be required by the plans and shall be constructed in accordance with the Denver's Water Board's Backflow Prevention Program Requirements and the District's Specifications. In cases of conflict, the District Engineer will determine what is required.

a. Inspection reports shall be required on an annual basis in accordance with the Colorado Department of Public Health requirements.

2003. General District Property. The District may require ownership of a sufficient tract of land whenever construction of facilities such as tanks, water reservoirs, pump stations, sewage lift station (if to be owned and operated by the District) 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. Constructor shall provide an acceptable title commitment prior to conveyance to District.

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

2004. Sub Drains. It shall be a violation of these Rules and Regulations for Sub drains to be installed under, attached to, or in the same trench as the District's water or sewer systems.

a. Any Sub drain system installed must meet minimum horizontal and vertical separations in accordance with State Health Department Regulations from District facilities.

b. In order to avoid confusion, the Sub drain pipe must be a different size than the sewer service connection to the District's mains. All Sub drain systems must be dye tested to insure they have not been inadvertently connected to the District's water or sewer system.

c. All plans and specifications for a Sub drain system must be submitted to the District Engineer for review to determine compliance with these Rules and Regulations.

2005. Governmental Immunity. No section, provision or part of these Rules and Regulations shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, directors, officers, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended.

## ARTICLE XXI

### Penalties and Enforcement Procedures

2100. Charges for service shall be set from time to time by the Board. Water service shall be metered and billed accordingly. Sewer service shall be charged on a flat rate except for industrial or commercial service of unusual characteristics. Such types of sewage shall, if directed by the District, be metered, and the cost of all such metering equipment shall be paid by the applicant for service.

2101. 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 meter reading, 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.

2102. 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, to the extent applicable, a reasonable time limit for satisfactory correction thereof.

2103. Damages and Fines. Any person violating any of the provisions of these Rules and Regulations shall: (a) 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, (b) be subject to a fine or penalty as provided for herein or in the District's Fee Schedule.

2104. Standard Fine for Continuing Violation. The District's standard fines shall be as set forth herein, or in the District's Fee Schedule, with the District's Fee Schedule controlling in the event of a conflict. If any person engages in repeated violations of these Rules and Regulations, or permits a violation to continue after written notice of the violation and a reasonable time for satisfactory correction thereof (as determined by the District), the District may assess escalating or additional fines, in amounts to be determined by the Board in its discretion. Because fines for continuing or repeated violations may be dependent on the nature and extent of the offending party's conduct, the fines imposed by the District may exceed, in the Board's discretion, those set forth in the Fee Schedule. All District fines and fees are subject to change from time to time in the discretion of the Board. In the event of any conflict concerning the amount of a given fee or fine, such conflict will be resolved by giving precedence: (a) First to any specific determination made by the Board relative to the specific fine or fee in question and, if no such determination exists, then; (b) to the District's then-current Fee Schedule, then; (c) any amount set forth in these Rules and Regulations.

2105. 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.

2106. Unauthorized Taps. By resolution of the Board of Directors of the District, a fine as set forth in the Fee Schedule will be charged any Constructor, contractor, developer or other person who makes or causes to be made a tap on the sewer or water lines of the District without first obtaining written permission from the District. In addition, all costs or expenses incurred by the District in connection with obtaining a proper inspection of the facility, rectifying any damage from the unauthorized tap, or otherwise resulting from the unauthorized tap will also be charged the Constructor, contractor, developer or other party.

2107. Sump Pumps. Whenever the District determines that a sump pump has been connected to the District's sewer system it may:

- a. Impose a fine in the amount set forth in the Fee Schedule; and
- b. Assess a penalty by using the best information available to it to estimate the amount of water which the illegal connection is contributing or has contributed to the District's sewer system on a monthly basis (including back-billing) 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; and

c. 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.

2108. Late Payment of Service Charges. Water and Sewer bills paid more than 30 days after the billing date will be charged applicable carrying charges and processing fees as set forth in the Fee Schedule. Sewer bills not paid within 45 days may also be processed for water shut-off. In case of shut-off, all back service charges, carrying charges, processing fees and other applicable fees (as indicated in the Fee Schedule or otherwise assessed in writing) must be paid before the water will be turned on.

2109. Unauthorized Turn-On, Tampering, Damage or Obstructing Access to Water Meters or Water Meter Pits. Any unauthorized turn on of, or tampering with, a user's water meter will result in a fine as set forth in the Fee Schedule. Any damage to a user's water meter or water meter pit will result in a fine as set forth in the Fee Schedule. Any obstruction of access to a user's water meter or water meter pit—including activity which requires the District to raise the meter, or meter pit entrance, to grade—will result in a fine as set forth in the Fee Schedule. The user and, if different, the owner of every property serviced by the District is responsible for ensuring that the water meter and water meter pit located on their property is properly maintained and is not damaged, obscured, tampered with or otherwise obstructed. As a result, the District will not engage in any causal analysis before assessing the fines called for herein. The remedies set forth herein are in addition to any other remedies available to the District in law or in equity.

2110. Taking Water from Fire Hydrants without a Permit. Violation of paragraph 1614 of Article XVI of these rules and regulations shall result in a fine and estimated or actual usage charges as set forth in the Fee Schedule.

2111. Unauthorized Use of District Water. A fine as set forth in the Fee Schedule may be assessed against a customer who uses water in an unauthorized manner. Unauthorized water use shall include, but not be limited to, theft of water from hydrants, failure to follow drought watering restrictions, connecting a customer who has had his water shut-off to the water system of a neighbor with a hose or other device and installing an authorized water spigot in an out-building. The District will determine the most applicable fine from the Fee Schedule for application to the activity in question.

2112. Unauthorized Tampering with Backflow Prevention Devices. Article XX, paragraph 2002 required backflow prevention devices in certain instances. Unauthorized tampering with backflow prevention devices shall be subject to fine as set forth in the Fee Schedule.

2113. Grease Trap Violations. Failure to adequately maintain a grease trap or other filtering device, which results in grease buildups in, or discharge into, the District's sewer system, will result in the District charging the offending property owner/tenant the cost of cleaning the affected

sewer mains, any other costs or fees incurred by the District, and a fine or penalty as set forth in the Fee Schedule.

2114. Water Shut Off. In addition to any other applicable remedy set forth herein, the District may enforce compliance with its Rules and Regulations, and any other obligation of a user to the District (including, without limitation, payment obligations), by shutting off the user's water service until full compliance is restored.

2115. Shut-off Policy for Users with Medical Conditions.

a. If an exercise of the District's power to shut off or discontinue a User's water service would aggravate an existing medical condition or would create a medical emergency for the User or a permanent resident of the User's household, such User shall provide the District with a written medical certification sent directly to the District from a Colorado licensed physician or health practitioner acting under a physician's authority. The certification shall show clearly the name of the User or individual whose illness is at issue and the Colorado medical identification number, the telephone number, and the signature of the physician or health care practitioner acting under a physician's authority who certifies that the shut off of water would cause an immediate medical emergency due to the medical condition of the User or permanent resident of the User's household. The District may use reasonable means to verify the authenticity of the certification. The District may accept oral notification from the office of a licensed physician, or health care practitioner licensed to prescribe and treat patients, but the issued medical certificate must be received by the District within ten days following such oral notification.

b. A medical certification is effective on the date it is received by the District and is valid to postpone (or reverse) shut off or discontinuance of service for sixty (60) days. The District shall postpone shut off as contemplated herein for any User only once in any twelve (12) consecutive month period. If a User provides a medical certification after a shut off is initiated, the User will still be responsible for payment of the applicable turn-on fee.

c. If the noncompliance with the Rules and Regulations (including, without limitation, nonpayment of any applicable fees, charges, or any late fees associated therewith) continues for a period of sixty (60) days after the delivery of the medical certification contemplated herein or if a shut off was postponed for the same User due to a medical condition as set forth herein during the previous twelve (12) month period, the District may, without further notice to the User, immediately shut off or discontinue service to such User.

## ARTICLE XXII

### Grievance Hearing Procedures

2200. 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 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 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. FOR DISPUTES NOT EXPRESSLY COVERED BY THESE RULES, A PARTY MUST REQUEST THAT THE DISTRICT EMPLOY THE DISPUTE RESOLUTION PROCEDURE SET FORTH HEREIN BEFORE COMMENCING ANY LEGAL PROCEEDING AGAINST THE DISTRICT.**

2201. 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 of 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.

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.

## 2202. 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 whole or 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.

2203. 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.

2204. 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, Scott W. Wilkinson, Davis & Ceriani, P.C., 1600 Stout Street, Suite 1710, Denver, Colorado 80202.

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 I

WILLOWBROOK WATER AND SANITATION  
EASEMENT DEDICATION CHECKLIST

**NAME OF FEE OWNER:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**HOLDER OF DEED OF TRUST:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**TYPE OF EASEMENT:** (30' \_\_\_\_ or 50' \_\_\_\_)  
Exclusive \_\_\_\_ Non-Exclusive \_\_\_\_

**RESPONSIBLE ENGINEER:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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 \_\_\_\_\_  
EXECUTED (BOTH COPIES) \_\_\_\_\_  
EXECUTORS NAME TYPED \_\_\_\_\_  
BELOW SIGNATURE

DISTRICT ENGINEER  
DISTRICT ENGINEER:  
DISTRICT MANAGER

EASEMENT DOCUMENT FULLY \_\_\_\_\_  
NOTARIZED (BOTH COPIES)

LEGAL COUNSEL

APPENDIX II

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

**APPLICATION AND AGREEMENT  
FOR EXTENSION OF WATER 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 **WILLOWBROOK WATER AND SANITATION DISTRICT**, a quasi-municipal corporation of the State of Colorado (hereinafter referred to as "District"), and whose address is 9850-B West Girton Drive, Lakewood, Colorado, 80227, and whose telephone number is (303) 986-2275.

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

District Engineer is Purrington Civil, LLC, whose address is 1299 Washington Av., Suite 280, Golden, Colorado, 80401, and whose telephone number is (303) 981-8502.

**WITNESSETH:**

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

**WHEREAS**, in order to provide water 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 water 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 water lines and related transmission and distribution facilities and connection of the same into the District's existing water 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 Applicant or an authorized officer and the District.

2. **Water Service.** This Application and Agreement does not guarantee that water service will be available to the Project or any part thereof. Water service is dependent upon inclusion of the subject property into the Denver Water contract service area. If this has been done, the District will be able to guarantee water service. However, if this has not been accomplished, then the property must be able to be connected to the District's distribution system and it will be necessary to have the

property included into the Denver Water's contract service area before service can be provided. With this caveat, water taps are readily available and must be purchased at the District office prior to the institution of water 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 Willowbrook Water and Sanitation 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, as-constructed drawings for the entire Project and a verified total cost of the Project to the Applicant. Conditional Acceptance shall be effective as of the date the District specifies when it signs this document in the space provided. No water taps nor 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 Willowbrook Water and Sanitation District upon the date of Conditional Acceptance. **Prior to Conditional acceptance, the owner/developer will provide a performance bond in the amount of ten (10) percent of the total cost of water facilities installed, naming the District, to insure completion of punch list items which may be necessary for the District to Conditionally and Finally accept said facilities. If, for any reason, the owner/developer has not completed the punch list items necessary for Conditional and/or Final acceptance, if applicable, the District will suspend issuance of letters of availability and water tap sales until the items have been completed. Further, if the punch list items have not been completed sixty days from the date**

**of notification by the District, the District may, in coordination with the bonding company, complete the punch list items.**

**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 persons 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 finally accepted for maintenance by the District. The Applicant understands that the District will be operating, using and will own the facilities subject to the one year Corrective Maintenance period.

**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 non-workman quality. In addition, Applicant shall correct any soil subsidence or erosion problem which 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 water distribution system and without waiving any of its other remedies, may perform said corrections and maintenance and charge the cost thereof to Applicant, or its bonding company.

**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 and/or Final 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 water 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, or its bonding company.

6.7 Warranty. The Contractor shall provide a minimum one (1) year warranty of the water pipelines, appurtenances, and surface restoration work including asphalt and concrete. The warranty period shall commence at the time of Conditional Acceptance of the project. Final acceptance will be made when all punch list items have been corrected to the District'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 sixty days, the District 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 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 finally accept the constructed Project for maintenance and release the maintenance bond. The District's Final acceptance of the Project for maintenance shall be effective as of the Final Acceptance date the District specifies when signing this document acknowledging final acceptance, 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 Attorney 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 easement property.
- 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, management 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 and Manager 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, including but not limited to administration and maintenance costs. 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 which 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 \$25.00 administration fee for collecting the past due amounts. The District will not authorize conditional or final acceptance of a project if any reimbursable expenses are unpaid, whether past due or not. 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. Should the applicant become delinquent in the payment of reimbursable expenses more than once, the District shall have the option to require applicant to deposit an escrow with the District from which reimbursable expenses will be paid. The amount to be deposited shall be at the sole discretion of the District. Applicant will then be responsible for replenishing the escrow on a monthly basis, or as the escrow is spent.

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 Agreement has been executed in duplicate by the parties hereto as of the day and date opposite their signatures.

APPLICANT: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT OF INDIVIDUAL APPLICANT**

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ , by

\_\_\_\_\_.

WITNESS my hand and official seal.

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

My Commission Expires:

NOTE: This Agreement must be executed exactly as the Applicant is doing business

**ACKNOWLEDGEMENT BY CORPORATION**

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

The foregoing instrument was acknowledged before me this \_\_\_day of \_\_\_\_\_, 20\_\_ , by \_\_\_\_\_ as President (Vice President), and \_\_\_\_\_, Secretary (Assistant Secretary) of \_\_\_\_\_, a \_\_\_\_\_ corporation.

WITNESS my hand and official seal.

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

My Commission expires:

**APPROVAL BY WILLOWBROOK WATER  
AND SANITATION DISTRICT**

a) Approval of Application

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
District Manager

b) Conditional Acceptance of Project

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

\_\_\_\_\_  
District President

Date of Conditional Acceptance \_\_\_\_\_

Cost of Project to Applicant \_\_\_\_\_

c) Final Acceptance of  
Project for Maintenance

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

\_\_\_\_\_  
District President

Date of Effective Final Acceptance \_\_\_\_\_

APPENDIX III

**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 **WILLOWBROOK WATER AND SANITATION DISTRICT**, a quasi-municipal corporation of the State of Colorado (hereinafter referred to as "District"), and whose address is 9850-B West Girton Drive, Lakewood, Colorado, 80227, and whose telephone number is (303) 986-2275.

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

District Engineer is Purrington Civil, LLC, whose address is 1299 Washington Av, Suite 280; Golden, Colorado, 80401, and whose telephone number is (303) 981-8502.

**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 sewer lines and related collection facilities (hereinafter referred to as "Project"), and to connect the same into District's existing sewer collection 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 collection facilities and connection of the same into the District's existing sewer collection 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 Applicant or an authorized officer and the District.

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 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 District's and/or 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 Metro Wastewater Reclamation District 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 Willowbrook Water and Sanitation 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 sewer collection system in accordance with the approved plans, construction notes and specifications and after the District has received certified compaction test results, as-constructed drawings for the entire Project and a verified total cost of the Project to the Applicant. Conditional Acceptance shall be effective as of the date the District specifies when it signs this document in the space provided. Prior to Conditional acceptance, the owner/developer will provide a performance bond in the amount of ten (10) percent of the total cost of sewer facilities installed, naming the District, to insure completion of punch list items which may be necessary for the District to finally accept said facilities. If, for any reason, the owner/developer has not completed the punch list items necessary for conditional acceptance, if applicable, the District will suspend issuance of letters of availability and tap sales until the items have been completed. If the punch list items have not been completed within sixty days of notification by the District, the District may complete the punch list items which will be paid for by the Applicant or its bonding company. No taps nor 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 Willowbrook Water and Sanitation 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. Applicant acknowledges and understands that the District will own and be operating and using the project in its sewer collection system during the period of Corrective Maintenance.

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 non-workman 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 and/or its bonding company 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 Conditional Acceptance of the project. Conditional acceptance will be made when all punch list items have been corrected to the District'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 sixty days, the District 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 manhole and vault covers are at finished grade, that all manhole covers are centered over the manhole or vault structure and are free and clear of sand, gravel, stones or other foreign material. 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 Finally accept the constructed Project for maintenance and release the maintenance bond. The District's Final acceptance of the Project for maintenance shall be effective as of the date the District specifies when signing this document acknowledging Final Acceptance 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 Attorney 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 and any other pertinent information.
- d. Title commitment showing present ownership and encumbrances on the easement 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 may incur management, engineering and legal expenses in processing this Application and Agreement on behalf of the Applicant. The expenses so incurred by the District for review by the manager and 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, including but not limited to administration and maintenance costs. 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 which 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 \$25.00 administration fee for collecting the past due amounts. The District will not authorize Conditional or Final acceptance of a Project if any reimbursable expenses are unpaid, whether past due or not. 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. Should the applicant become delinquent in the payment of reimbursable expenses more than once, the District shall have the option to require applicant to deposit an escrow with the District from which reimbursable expenses will be paid. The amount to be deposited shall be at the sole discretion of the District. Applicant will then be responsible for replenishing the escrow on a monthly basis, or as the escrow is spent.

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 Agreement has been executed in duplicate by the parties hereto as of the day and date opposite their signatures.

APPLICANT:

\_\_\_\_\_

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

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

Date \_\_\_\_\_



**APPROVAL BY WILLOWBROOK WATER  
AND SANITATION DISTRICT**

a) Approval of Application

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
District Manager

b) Conditional Acceptance of Project

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

\_\_\_\_\_  
District President

Date of Conditional Acceptance by District \_\_\_\_\_

Total Cost of Project to Applicant \_\_\_\_\_

c) Final Acceptance of  
Project for Maintenance

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

\_\_\_\_\_  
District President

Date of Final Acceptance: \_\_\_\_\_