

# **Fairplay Sanitation District**

# **Rules and Regulations**

**Adopted: September 21, 2015**


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**EFFECTIVE DATE**

These Rules and Regulations of the Fairplay Sanitation District affect the health, safety and general welfare of the inhabitants of the Fairplay Sanitation District; therefore, the provisions hereof shall have full force and effect upon the date of their adoption.

Adopted this 21<sup>st</sup> day of SEPTEMBER, 2015.

Signed:   
Mayor Gabby Lane

Attest: 

## **SECTION 1        RULES AND REGULATIONS**

### **1.1     SCOPE**

- A.    These Rules and Regulations are adopted by the Fairplay Sanitation District in accordance with the authority conferred by the Colorado's Special District Act, Title 32, Article 1 of the Colorado Revised Statutes.
- B.    The purpose of these Rules and Regulations are to provide for the control, management and operation of the wastewater treatment and collection systems of the Fairplay Sanitation District, including additions, extensions and connections thereto.
- C.    The Board of Directors of the Fairplay Sanitation District expressly declares that the adoption of these Rules and Regulations serves a public purpose and are necessary for the health, safety, security and general welfare of the Customers of the Fairplay Sanitation District.
- D.    These Rules and Regulations shall be treated and considered as new and comprehensive and shall supersede all prior Rules and Regulations of the District. The Board of Directors of the Fairplay Sanitation District reserves the right to make rulings concerning matters not covered herein as and when appropriate, in the opinion of the Board.
- E.    It is intended the Rules and Regulations shall be liberally construed to affect the general purpose set forth herein, and that each and every part thereof is separate and distinct from other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as a waiver, alteration, or deviation from any grant of power, duty or responsibility, limitation or restriction, imposed or conferred, upon the Board of Directors by virtue of statute now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure full benefit and protection of any law now enacted or which may subsequently be enacted by the Colorado General Assembly or as decided by the Appellate Courts of Colorado, pertaining to governmental or proprietary affairs of the District or its Activity Enterprise.
- F.    These Rules and Regulations may be amended, altered, repealed, or reenacted at any regular or special meeting of the Board and set forth, in writing, signed by the President of the Board. Such action shall not be deemed as an amendment to the Rules and Regulations, unless expressly set forth in such writing. Prior notice of such amendments shall not be required to be provided by the District.
- G.    If any section, subsection, paragraph, clause, or other provisions of Rules and Regulations shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or other provision shall not affect any of the remaining provisions.

### **1.2     DEFINITIONS AND ABBREVIATIONS**

- A.    **ACTUAL COST** - All direct costs applicable to construction of given facilities including construction, engineering, inspection, plans, approval fees, required bonding, "as-built" drawings and other costs incurred necessary for completion.

- B. **ACTIVITY ENTERPRISE** – That water activity enterprise established pursuant to C.R.S. 37-45.1-101 et seq., which was created by the District to operate the wastewater collection and treatment facilities of the District; sometimes referred to as the “Enterprise.”
- C. **ADMINISTRATIVE ASSISTANT** – Person responsible for daily management of the business affairs of the District and Enterprise.
- D. **APPLICANT** – Any real property Owner, whether an individual or individuals, firm, corporation, partnership, association, government entity, association, or other entity requesting sewer service to be provided by the District/Enterprise.
- E. **APPROVED** – Acceptable under specification or standards stated in the Rules and Regulations, as determined by the Board of Directors or its designated representative.
- F. **APPROVED TESTING AGENCY** – Organization primarily established and certified for the purpose of testing to approved standards and approved by the Board.
- G. **AS-CONSTRUCTED DRAWINGS** – Drawings reflecting actual conditions and information after construction is complete. Also referred to as As-Built Drawings.
- H. **BLEEDING** – Continuous discharge of a potable water system of a household or building.
- I. **BOARD** – Board of Directors
- J. **BOARD OF DIRECTORS** – Elected governing body of the Fairplay Sanitation District.
- K. **BUILDING DRAIN** – That part of the lowest horizontal piping of any building’s plumbing/drainage system from the stack or horizontal branch, exclusive of storm sewer, extending to a point not less than five (5) feet outside the building. This does not include any discharge from any roof or exterior collection system or internal sump system; these systems are strictly forbidden from discharging into any Service Line which discharges to the District’s wastewater collection system.
- L. **BUILDING SEWER SERVICE SYSTEM** – The building sewer line that is part of the horizontal piping of the building drainage system which extends from the end of the building drain, to the Service Line, and which receives the discharge of the building drain and conveys it to the District’s wastewater collection system.
- M. **COLLECTION MAIN** – See Sewer Main.
- N. **COLLECTION SYSTEM** – See definition for Public Sewer.
- O. **COMMERCIAL USE** – The following uses shall be deemed “Commercial Use,” including, but not limited to: hotel, motel, lodge, dormitory, condo-tel, rooming house, bed and breakfast, café, hospital, bar, private club, filling station, garage, laundry, restaurant, industrial building, office building, car wash, and any other User not providing permanent residential dwelling space.
- P. **CONNECTION PERMIT** – Written authorization by the Board of Directors to connect to the District’s wastewater collection and treatment system in accordance with and for so long as the User complies with the Rules and Regulations of the District.
- Q. **CONTRACTOR** – A person, firm, corporation, partnership, association, or entity performing work within the District. Contractors must be licensed to perform the type of work to be undertaken.

- R. CRITERIA - The Fairplay Sanitation District adopted "Design Criteria, Technical Specifications, and Construction Details."
- S. CROSS CONNECTION – Connection or arrangement, physical or otherwise, between a potable water supply system and any building drain or building sewer carrying used or polluted water.
- T. CUSTOMER – Any real property Owner, whether an individual or individuals, firm, corporation, partnership, association, or other entity authorized to connect to the District's wastewater collection and treatment system pursuant to a revocable Connection Permit issued by the Board of Directors. Also referred to as "User" or "Owner."
- U. DESIGN ENGINEER – The partnership, corporation, or individual who is registered as a Professional Engineer, according to Colorado statutes, who is hired by the Developer or Owner to conduct engineering design services and may be empowered by the Developer or Owner to act as his agent.
- V. DEVELOPER – Shall mean any real property Owner, whether an individual or individuals, firm, corporation, partnership, association, governmental entity or other entity bearing the actual costs of construction of Sewer Line(s) on a particular property.
- W. DISTRICT – The Fairplay Sanitation District or its Activity Enterprise.
- X. DISTRICT ENGINEER – Individual or representative of an engineering firm who is a Professional Engineer retained by the District responsible for consultation with the Board of Directors regarding feasibility studies, design and construction of sewer services, main line extensions, inclusions, and plant expansions.
- Y. DISTRICT FACILITIES – The District's sewer lines, treatment works, and all easements and appurtenances thereto. The term does not include Service Lines.
- Z. DOMESTIC – Refers to any water use by temporary or permanent residential use of property which is not a Commercial use, which results in wastewater discharge to the Public Sewer.
- AA. EASEMENT – An acquired legal right for the specific use of land owned by others.
- BB. ENTERPRISE – See definition for Activity Enterprise.
- CC. EQR – Equivalent Residential Unit
- DD. FIXTURE UNIT – Any plumbing unit supplying wastewater to the District's collection system such as, but not limited to: sinks, toilets, dishwashers, urinals or water fountains, as described by the International Plumbing Code (IPC).
- EE. GOVERNMENT/EXEMPT USER – A Customer or potential Customer of the District, which pays regular service charges to the District for use of the District's services, but is not subject to those property taxes which would otherwise provide revenues to the District, which revenues are used only to defray District expenses, as well as provide financial reserves for repair, replacement or mandatory future improvements.
- FF. GRADE – The slope or fall of the line or pipe as measured from the point where the Service Line leaves the building to the point where it taps the District's wastewater collection system or in the case of Sewer Mains, the pipe slope between manholes.

- GG. GREASE TRAP/INTERCEPTOR – A plumbing appurtenance that is installed on a sanitary Sewer Service to intercept oily and greasy waste from wastewater discharge. Also referred to as a Grease Trap.
- HH. INSPECTOR – That person acting under the direction and authorization of the Board of Directors, whose duties shall include inspection of all excavations, installation of, and repairs to any tap of a building's Service Line or Sewer Mains.
- II. IPC – International Plumbing Code
- JJ. MANAGER – Person responsible for the daily operations of the District's wastewater collection and treatment facilities.
- KK. OWNER – The record Owner of any property receiving, required to receive, or which will, upon some action (e.g., physical connection after payment of all fees and charges) receive wastewater collection, treatment, or related service from the District. Although others may act on the Owner's behalf, (e.g., one who applies for a Connection Permit or uses the Owner's property, such as a tenant), the Owner is the party which is ultimately responsible for compliance with the District's Rules and Regulations, including payment of all fees and charges. May also be referred to as "Customer" or "User."
- LL. PARTY – See definition for Person.
- MM. PERSON – Any individual or individuals, firm, company, corporation, partnership, association, governmental authority or agency, or other entity.
- NN. PROFESSIONAL ENGINEER – Engineer licensed in the State of Colorado according to State of Colorado statutes.
- OO. PUBLIC SEWER – Any sewer collector lines, mains, appurtenances or accessories owned by the District.
- PP. PVC – Polyvinyl chloride pipe.
- QQ. REAL PROPERTY – All lands or interest in lands to which title or the right of title has been acquired from the government of the United States or from sovereign authority ratified by treaties entered into by the United States or from the State of Colorado.
- RR. RULES AND REGULATIONS - The Fairplay Sanitation District adopted "Rules and Regulations."
- SS. SAND INTERCEPTOR - A plumbing appurtenance that is installed on a sanitary Sewer Service to intercept sand and grit from wastewater discharge. Also referred to as a Sand Trap.
- TT. SERVICE LINE – That private sewer line extending from the building being served by the District to the Sewer Main.
- UU. SEWER LINE – See Sewer Main.
- VV. SEWER MAIN – Any pipe or conduit for carrying wastewater, as so designated by the District, to which the District may allow the connection of Service Lines. Such sewer mains are part of the Public Sewer/Collection System.
- WW. SHALL – Means "mandatory."

- XX. SPECIFICATIONS – The technical specifications, as adopted or accepted by the District, for the design, installation and construction of sewer lines, services, and appurtenances.
- YY. STUB OUT – A portion of Service Line extending from the Sewer Main to the boundary of a property to be served or a portion of Sewer Main extending from a manhole, installed for the convenience of the Developer or property Owner.
- ZZ. SYSTEM INVESTMENT FEE (SIF) – A charge established and assessed by the District upon each potential User, based upon the number of Equivalent Residential Units (EQRs) or portions thereof, which are charged to compensate the District for any and all capital costs, including, without limitation, reserve funds, sinking funds and associated debt service costs of the District’s treatment plant and collection system, associated with provision of new or expanded connection permits.
- AAA. TAP – The physical connection between the private Service Line and the District’s Sewer Main.
- BBB. USER – Any real property Owner, whether an individual or individuals, firm, corporation, partnership, association governmental entity or other entity to whose property sewer service is supplied by the District. Also referred to as “Customer” or “Owner.”
- CCC. USER FEE – The monthly fee/charge paid by all Customers for the revocable privilege of using lines, equipment, and treatment services provided by the District.

**1.3 OWNERSHIP AND OPERATION OF FACILITIES**

A. District Responsibility

- 1. The District shall be responsible for the planning, operation, maintenance, repair, and replacement of the District’s wastewater and treatment system.
- 2. The District shall not be liable for any consequences, including inadequate treatment or interruption of collection system or treatment services brought about by circumstances beyond the District’s reasonable control.
- 3. Nothing herein shall be construed as a waiver of any of the District’s or its employees’ rights to governmental immunity pursuant to the Colorado Governmental Immunity Act, codified at C.R.S. §§ 24-10-101, et seq.

B. District Ownership

- 1. All existing collection and main lines connected with and forming an integral part of the wastewater collection and treatment system shall be deemed the property of the District.
- 2. All extensions, enlargements or replacement collection or main lines built and installed in accordance with District specifications shall be conveyed to the District, even if they are financed, paid for or installed by others.
- 3. All Sewer Lines beginning at and extending from the tap, including the tap connection to the District main or collector line to each building or unit drain, shall be considered private property and appurtenant to the real property being served by the private Sewer Line.

C. Right of Access on Property



1. Employees or agents of the District, bearing and displaying proper credentials and identification, shall be permitted to enter all private properties during regular business hours for the purpose of inspection, observation, measurement, sampling and testing, operation, maintenance, repair, or replacement of the collection system and appurtenances.
2. The Board or their designee (e.g., the District Engineer) shall have the right to inspect all work during construction to insure installation in accordance with District Rules and Regulations.

D. Liability

1. In consideration for the District permitting any and all Customers to connect to and continue to use the District's wastewater collection and treatment system, it is expressly agreed that no Customer shall have any claims for injury or damages against the District arising from:
  - a. Blockage of the wastewater collection system or interruption of service arising from circumstances beyond the District's control.
  - b. "Smoking" or chemical tracing of lines to determine building drain and Service Line connections to the District's mains.
  - c. Service interruption as a result of actions requested by a Customer or arising from circumstances beyond the District's control.
  - d. Breakage of Service Mains by District personnel in carrying out routine functions of the District.

E. Owner Responsibility

1. Each Owner shall be responsible for installing and maintaining, repairing or replacing the entire length of Service Line from the building drain to the Sewer Main including the physical connection to the Sewer Main.
2. Construction of the Service Line shall be done in accordance with the District's Rules and Regulations.

## 1.4 LINE EXTENSION REQUIREMENTS

A. General

1. It shall be unlawful for any person to construct a Sewer Line extension within the jurisdiction of the District without first making a formal application to the Board for review and approval and having complied with the Rules and Regulations of the District.
2. All line extensions within the District shall be made pursuant to review and approval of the Board, its designated representative or the District Engineer.
3. Plans and other supporting documents for line extensions shall be submitted to the Board along with application for a line extension. Said plans and documents shall be prepared at the Owner's expense and approved for compliance with the Board's Rules and Regulations.

4. Any Petition for Inclusion, Line Extension Agreement, and the Line Acceptance Agreement between a Developer and the District shall be submitted with the formal application. The Line Extension Agreement form is provided in Appendix C. The Line Acceptance Agreement Form is provided in Appendix D. Sewer Main extensions will be subject to a charge for plan review and construction inspections as provided in the Schedule of Fees and Charges provided in Appendix B.

**B. Main Line Extensions**

1. All extensions shall be installed beyond the point of connection to the far side of the property so that the sewer may continue. All sewer line extensions shall be installed along the entire property frontage, width or depth to the far side of any property served, so the sewer line may continue to the adjoining property.
2. The District may, at its sole and absolute discretion, extend lines under such conditions as the Board deems appropriate.
3. Where sewer mains cannot be installed in a street, private drive or common area, and must be installed in easements between adjacent pieces of property, the lines will terminate at the point on the line or corner of the property being served which requires the least amount of construction.
4. Extension of Sewer Lines to serve property already in the District, but not part of a platted subdivision, shall be paid for or financed by the Developer. All such Sewer Lines shall be dedicated to the District, free and clear of any and all liens or encumbrances.
5. No Sewer Line shall be extended outside the District boundary, except to serve property within the District, (across "islands," or between "peninsulas") except upon prior written consent of the Board.

**C. Reimbursement for Oversizing**

1. The District may, at its sole and absolute discretion, require construction of lines larger than is needed to adequately serve a development. Participation by the District in the cost of the oversized lines shall be at the sole and absolute discretion of the District and in no event shall exceed the difference in cost of the minimum size line and the oversized line.
2. The District may require construction of lift stations of larger capacity than that necessary to serve the initial development contemplated by the Developer. The cost of this type of oversizing may be paid by the District and collected from future connectors to the lines served by the lift station.

## **1.5 LINE EXTENSION CONSTRUCTION AND ACCEPTANCE PROCEDURE**

- A. When agreement has been reached between the real property Owner or Developer with regard to engineering layout or design, and the performance bond for labor, material and engineering fee has been paid to the District, the Owner or Developer may then proceed with construction.

- B. Each real property Owner or Developer who desires service will, with the approval of the District, plat or dedicate to the District appropriate easements and rights-of-way in which to construct facilities required to cross land not being developed or under the Developer/Owner's control for granting a public right-of-way. The Developer shall convey to the District, using District approved forms, all easement, rights-of-way or other property rights necessary for continued use of such facilities. The dimensions of these property rights shall be determined by the District and all documents conveying such rights shall be duly recorded at the Developer's expense.
- C. All lines and appurtenances must be inspected by the District before being covered or backfilled. If a Developer covers any line or appurtenance prior to inspection by the District, said line or appurtenance shall be uncovered at Developer's expense in order for inspection to proceed.
- D. All lines and manholes must pass testing in accordance with these Rules and Regulations, before being accepted by the District.
- E. Developers, who have completed construction of facilities, whether line extensions, enlargements or replacements, shall before such facilities are accepted by the District, convey all such facilities, including all appurtenances thereto, to the District by means of a District approved bill of sale, free and clear of all liens and encumbrances.
- F. Provide the District as-constructed record drawing in accordance with these Rules and Regulations
- G. Warranty
  - 1. All facilities conveyed shall be subject to a one (1) year warranty during which the Developer shall be responsible for all corrections or repairs upon the facilities conveyed. The District shall conditionally accept conveyance of such facilities upon completion and shall finally accept said conveyance at the end of the one (1) year warranty period.
  - 2. The Contractor shall warrant the work to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of Final Acceptance, which one year period shall be covered by a Maintenance Bond ten percent (10%) of the cost of construction.

## **1.6 SEWER SERVICE CONNECTION REQUIREMENTS**

- A. All habitable or usable buildings to be utilized for trade, commerce, industry or dwelling within the District shall be connected to the District's wastewater collection system except where economically infeasible and where a written waiver is granted thereto by the Board.
- B. All habitable or usable existing buildings within the District shall connect to the District's collection system, at the Owner's expense, when a Sewer Main is available within four hundred (400) feet of an Owner's premises, unless a written waiver has been issued by the Board.
- C. No Owner shall extend his Service Line in order to supply service to any other Owner.
- D. A separate and independent Service Line shall be provided for every building. A group of buildings may be connected to a single Service Line within Property boundaries if it can be shown that said buildings/land cannot be sold separately.

- E. No septic tanks, vaults or private sewage disposal systems shall be installed within the boundaries of the District, unless specifically permitted in writing by the District.
- F. Contents of private septic vaults or sewer services/systems are not allowed to be pumped into the District's wastewater collection system.
- G. It is the responsibility of the Owner of the property being served, to install the private Service Line from the tap on the District's Sewer Main to the building drain. Sewer Service Lines shall be constructed at the Owner's expense.
- H. The section of the Service Line from the Sewer Main to the Owner's property line, including the physical connection to the Sewer Main, must be inspected by the District's designated inspector. Failure to construct the private Service Line in accordance with the District's Rules and Regulations may result in a requirement to uncover the connection and disconnect at the Owner's expense.

## 1.7 EQR DEFINITION AND USER CLASSIFICATIONS

### A. Equivalent Residential Unit (EQR) Definition

- 1. An Equivalent Residential Unit, or EQR, is the average daily flow of wastewater that a single family residential dwelling unit discharges into the collection system. For non-residential uses, an EQR equivalent shall be used. A listing of EQR equivalents for common residential and non-residential uses is provided in the Schedule of User Classifications and EQR Equivalents provided in Appendix A. This list is not all inclusive.
- 2. One (1) EQR is estimated to contribute 300 gallons per day (gpd).
- 3. The EQR wastewater characteristics (i.e. biochemical oxygen demand (BOD), total suspended solids (TSS)) shall adhere to the Waste Classifications section of these Rules and Regulations.
- 4. Under no condition shall the calculated EQR for a given use be less than one (1) EQR, unless otherwise approved in writing by the District.

### B. User Classifications

- 1. For the purpose of levying reasonable, uniform, and equitable charges, the following User classifications are provided, but not limited to:
  - a. Single Family Dwelling – Shall be constructed as a living unit suitable for occupancy by one (1) or more individuals of a family and forming a separate structure from any other dwelling unit consisting of one (1) or more habitable rooms arranged, occupied, intended or designed to be occupied by one (1) family's facilities for living, sleeping, cooking, and eating.
  - b. Multiple Family (Multifamily) Dwelling – Shall consist of a single structure or structures attached to other dwelling units wherein more than one (1) single family unit exists.
  - c. Hotels, Motels, Condo-tels, Lodges, Boarding Houses, Dormitories, Bed and Breakfast – A building or unit providing sleeping facilities. Depending on the nature of the use, such units may be classified on a per bed space basis (see Hospitals) in lieu of a per room basis, as determined by the District.

- d. Mobile Homes – Are defined as a unit capable of being transported on wheels behind a standard power unit, and can be moved on normal streets, roads, and highways. Said unit must be suitable for living quarters, working quarters and provide normal domestic sanitary conveniences.
  - e. Restaurants, Bars, Cafes, and Private Clubs - Are defined as any establishment providing food or beverage services to the general public or to private membership and whether or not charges for such services of goods and beverages are made. Such units shall be classified by seating capacity. Any facility providing a commercial kitchen for any and all uses, including catering, shall be included within this classification.
  - f. Filling Stations and Garages – Are defined as a service outlet providing for the servicing of vehicular units. Automatic or manual car wash facilities are not included in this classification. A separate classification is provided for such car wash facilities.
  - g. Car Washes – Are defined as facilities designed for the external cleaning of vehicles.
  - h. Laundry – Are defined as public, coin operated laundry and drying facilities for clothing and textile usage. Charges for such use do not reflect laundry facilities in hotel, motel, condominium, condo-tel, lodge, bed and breakfast, dormitory, etc. A separate charge is provided herein for such laundry facilities on the basis of a percentage of the total EQRs.
  - i. Schools - Are defined as any private or public institution established and utilized for instruction of any individual or groups, and where said units are operational on a regularly reoccurring basis for a period of at least six (6) weeks or longer on a normal five (5) day week.
  - j. Hospitals - Are defined as either private or public health care institutions providing overnight facilities for care of patients. Such units shall be classified on a per bed space basis which shall mean; a single bed shall constitute one (1) bed space; a double, queen, or king bed shall constitute two (2) bed spaces and any additional thereto shall constitute more than two (2) bed spaces.
  - k. Commercial Use – Is defined as any establishment providing or selling a service. Common commercial uses are provided in the Schedule of User Classifications and EQR Equivalents provided in Appendix A.
  - l. Other – Are defined as any Customer or use not fitting into a named User Classification. The District reserves the right to assign or create a classification and set rates or surcharges appropriate for that classification.
2. If there is any combination of uses as defined in these Rules and Regulations or by the District, then the combination yielding the highest EQR shall be the basis for determining User charges.

## 1.8 WASTE CLASSIFICATIONS

### A. General

1. For customer uses with wastewater flows not characterized as Acceptable Sewage, the District may, at its own discretion, assign a higher EQR value than what was calculated for the use due to anticipated higher biochemical oxygen demand (BOD) or total suspended solids (TSS).
2. Wastewater characteristics vary in composition and strength, specifically for non-residential uses, and will be evaluated by the District on a case-by-case basis.

### B. Acceptable Sewage

1. Acceptable sewage can be treated by District facilities without pretreatment.
2. Acceptable sewage shall have a daily average concentration of not more than 275 mg/L biochemical oxygen demand (BOD) and 275 mg/L total suspended solids (TSS).
3. Acceptable sewage shall not contain any unlawful discharges.

### C. Special Sewage

1. Special sewage does not conform to the definition for Acceptable Sewage, but can be accepted by the District after pretreatment by the User.
2. Swimming pool drain water containing chlorine must be approved by the District prior to release.

### D. Prohibited Sewage

1. Prohibited sewage will have a deleterious effect upon the treatment and collection system or any persons or property.
2. Prohibited sewage includes clear water used for bleeding or drainage.

### E. Industrial Sewage

1. Any wastewater or material from any non-domestic source which is liquid or solid and contains:
  - a. Biochemical oxygen demand (BOD) or total suspended solids (TSS) in excess of 275 mg/L.
  - b. Substances which may create a fire or explosive hazard.
  - c. Wastewater with a pH of less than 6.0 or greater than 9.0.
  - d. A temperature capable of raising the temperature of wastewater flows measured at the headworks of the District's treatment plant by 20 degrees Celsius (°C).
  - e. Hospital wastes.

- f. Any and all substances considered "toxic/hazardous" under standards of the U.S. Environmental Protection Agency, the Colorado Department of Public Health and Environment or the U.S. Department of Transportation.

F. Pretreatment and Testing

1. If a waste flow from any facility is determined to constitute "Industrial Sewage," the District, in its sole and absolute discretion, shall generally require regular testing and pretreatment of such Industrial Sewage, at the expense of the party which is the source of such waste, prior to such wastes being introduced into the District's wastewater collection and treatment system.
2. When required by the District, the Owner of any Property served by a Service Line carrying Special Sewage or Industrial Sewage shall install and maintain, at the Owner's expense, a suitable control manhole on such Service Line to facilitate observation, sampling, and measurement of the wastewater.
3. Any Owner introducing Special Sewage or Industrial Sewage into the District's system may, in the sole and absolute discretion of the District, be required to provide at the Owner's expense, industrial pretreatment facilities necessary to remove any contents of the Special Sewage or Industrial Sewage which negatively impact the District's wastewater collection and treatment system or process. Each Owner whose Service Line carrying Special Sewage or Industrial Sewage which requires pretreatment shall pay for review of the proposed industrial pretreatment process by the District Engineer.
4. All measurements, tests, and analysis of the characteristics of the waters and waste shall be determined in accordance with "Standard Methods for the Examination of Water and Wastewater," and shall be determined at the control manhole, or upon suitable samples taken at the manhole. In the event that no manhole is required, the "control manhole" shall be considered to be the downstream manhole in the wastewater collection system nearest to the point where the Service Line is connected.

## 1.9 FEES AND CHARGES

- A. Customers connecting to the sewer collection system are subject to the fees and charges described in the following sections. Refer to the Schedule of Fees and Charges provided in Appendix B for a listing of the actual fees and charges.

B. System Investment Fee (SIF)

A System Investment Fee (SIF) will be charged and collected from all Customers of the District at the time a Connection Permit is issued. The SIF will be based upon the appropriate EQR figures for the use of the Property made by the Customer, as determined by the District.

C. User Fee

1. A User Fee will be collected monthly from each Customer of the District. The User Fee shall be based on the appropriate EQR figures for the use on the property made by the Customer, as determined by the District, based upon information provided by Owner.

2. It is the intent of the Board that the User Fee shall be established using a "Cost of Service" approach, such that Users pay a roughly proportional amount for services based upon the estimated maximum potential use demand of each Customer. Such User Fee shall be periodically reviewed by the Board and may be modified or amended as part of the District's annual budget process.
3. User Fee charges for new construction shall begin the day of the tap inspection by the District.
4. The amount due on all Customer accounts shall be paid in full to the District by the last day of the month following the billing period. Where the Customer believes the statement is in error, the Customer must file in writing, a notice to the District of the presumed error, and request a clarification from the District. Upon review by the District, and re-submittal or revision of the statement, payment shall be due no later than ten (10) days from the postmarked date of the resubmitted statement.
5. Customers who establish a payment plan will not be assessed a late fee as long as payments are received as scheduled. The District shall further have the right, in its sole and absolute discretion, after an informal hearing as provided below, to terminate service by disconnection or otherwise to any Customer.
6. If any Owner's bill is delinquent for a period of thirty (30) days or more, the District may proceed as follows:
  - a. The District shall deliver to the delinquent Owner, by prepaid certified mail, return receipt requested, a shut off notice. Said shut-off notice will require the bill to be paid within ten (10) days from the time of receipt of the notice.
  - b. If the Owner or the occupant of the premises cannot be located for service of the shut off notice, it shall be lawful to attach said notice to the front door of the affected premises.
  - c. The Owner or current occupant of the premises shall have the right to request an informal hearing before the Board, which is authorized to make adjustments or to establish a payment schedule for overdue amounts. Said request must be made in writing within forty-eight (48) hours after receipt of the shut-off notice.
  - d. If the charges are not paid within ten (10) days of notice, and no informal hearing is requested, the Board shall disconnect sewer service to the property by hiring an excavator to dig up and plug the Service Line, at the Owner's expense.
  - e. A Shut-Off Notice Fee shall be charged to the Owner.
  - f. All unpaid user fee charges shall be considered perpetual liens on the Property served until paid in full. The District reserves the right to use all other statutory authorized collection procedures to secure payment of past due charges.

D. Delinquent Accounts

1. Any account which is delinquent beyond the collection due date will be assessed a monthly penalty equal to ten dollars (\$10.00).



2. In addition to this penalty amount, the District shall charge interest upon the unpaid balance of any past due account in the amount of one percent (1%) per month until paid in full.

E. Line Extension Fees

1. The District shall charge Line Extension Fees for new Service Lines and Collection Mains to cover the cost of plan review and inspection.
2. The Line Extension Plan Review Fee shall be a charge determined by the actual cost of engineering review of Line Extension or Service Line being proposed. Such Fee is payable at the time of plan submittal for such extension.

F. Returned Check Charge

The District shall levy a charge to a User's account for a check returned by a bank for insufficient funds.

G. Discontinuance of Service

1. Any person who wishes to discontinue the use of sewer service shall file a written or verbal notice with the District and pay all current and back charges for Sanitation services. The fee for turning off sewer service at the request of the consumer shall be as set and determined by the District.
2. The fee for discontinuing and resuming sewer service for valid maintenance purposes shall be as set and determined by the District.
3. Any maintenance shut-down under this provision will not exceed seventy-two (72) hours unless the District states that the maintenance requires more time. The basic charge will still be assessed during maintenance shut-downs.
4. Notwithstanding any discontinuance of service, the basic charge shall continue to be charged to the consumer during said discontinuance.

H. Inspection and Re-inspection Fees

Inspection Fees are included in the Line Extension Fee. There will be an additional charge for reinspection.

I. Roof Drain Connection Penalty Fee

1. No roof drain shall be connected to the District's wastewater collection system.
2. In specific circumstances, where no other alternative may be reasonable and economically available, the Board, in its sole and absolute discretion, may permit a roof drain connection. Any building contributing flow to the Service Lines from a roof drain which cannot be rerouted out of the sewer system shall pay an additional quarterly fee, to be determined by the Board on a "per square foot of roof space," basis.

J. Disconnection and Reconnection Fees

If service is disconnected by the District, a disconnection fee will be charged. If service is restored and reconnection to the collection system is made, a reconnection fee will be charged.

K. Grease Trap/Interceptor Penalty Fees

1. A Customer who is required to install a grease trap/interceptor in accordance with these Rules and Regulations, and fails to do so, shall pay a Penalty Fee to cover the additional operation and maintenance costs caused by the grease being released into the District's facilities.
2. Customers failing to provide documentation of grease trap/interceptor cleaning will be assessed a fifty percent (50%) monthly User Fee surcharge.

L. Preservation of Gravity Sewer System

1. In those instances where pumping stations and force mains are required, the sewer system shall be designed to permit connection into a gravity system with a minimum of expense. Where practicable, easements shall be provided and lines constructed to tie into the gravity system. The District may, in its sole and absolute discretion, require a Developer to deposit a sum of money in such amount as to insure the construction of gravity lines within a reasonable time after payment of such deposit, in any event not to exceed ten (10) years.
2. The deposit amount shall be determined at the sole discretion of the Board on a case by case basis.

M. Right to Assess

1. The District has the right to assess any Owner, who is late in payment of any rate, fee, toll or charge, including, without limitation, all disconnection costs, attorneys' fees and court or other costs necessary to or incidental to the collection of said fee or charge.
2. The District shall also have the right to assess any Owner who has violated these Rules and Regulations or any other applicable rules, regulations or laws, State or Federal, which violation has resulted in expenses to the District to correct, repair or replace the District's treatment processes and equipment, or District collection system components, all such expenses as "fees" or "charges" against the Owner's future use of the collection and treatment system. Such fees and charges may be collected by the District as part of the monthly fees for continuing use of the District's system.

N. Right to Lien

1. By statute, until paid, all fees and charges shall constitute a first and perpetual lien on or against the Property served, and such lien may be foreclosed as provided by law.
2. The District assumes no responsibility hereby for any agreement made between Owners and tenants of the Owner's premises, regardless of how made or the District having been notified of such agreements. The Owner remains solely liable for payment of all charges of the District.

**1.10 CHANGE OF USE**

- A. When any building is intentionally moved, destroyed, remodeled, or renovated for a new use, the original EQR authorization shall be terminated or credited toward the new use.

- B. A credit for the actual amount paid for EQRs previously purchased for the Property will be allowed towards the SIF, which SIF for the new use or structure shall be at the rate in effect at the time application is made for service to the new use or structure, provided User fees for the original number of EQRs are paid continuously during the time of non-use. Failure to pay such User fees during the period of non-use shall result in a surcharge of one hundred percent (100%) of the User fees not paid. Such surcharge shall be paid at time of application for service to the new use.
- C. It shall be the responsibility of the Owner to establish the number of EQRs originally purchased and the amounts paid for such EQRs for the previous use or structure to be credited against the new use or structure.
- D. The District shall not be required to refund any SIF's previously collected.
- E. Additions or changes in use of existing buildings shall require a new SIF paid at the time the permit is drawn, at the rate in effect at the time application is made. The building(s) will meet all requirements of the Rules and Regulations in effect at the time the new SIF is acquired.

## 1.11 INCLUSIONS

- A. Petition
  - 1. A request for inclusion of any real property shall be made to the District as a "Petition for Inclusion of Real Property," in accordance with Colorado Revised Statutes Title 32, to be accompanied by a non-refundable payment for administrative and legal fees. Fees are summarized in the Schedule of Fees and Charges provided in Appendix B.
  - 2. Additional costs which may be incurred by the District shall be paid by the Applicant prior to the approval of the inclusion by the Board; or at such time thereafter as may be established by the Board. Once a Petition is submitted, it may not be withdrawn.
  - 3. The District Board may require any Petitioner for inclusion to enter into an Inclusion Agreement with the District, upon such terms and conditions as the District, in its sole and absolute discretion, may decide.
- B. Evidence of Ownership
  - 1. It shall be incumbent upon the Applicant to furnish satisfactory evidence of Ownership of the Property to be included.
  - 2. The evidence may consist of a current commitment for a title policy, tax receipts, or certification in lieu thereof, received from and signed by the County Treasurer.
- C. Public Hearing
  - 1. The properly filled out and executed petition shall be submitted to the Board to set a date for public hearing. After the public hearing has been scheduled, legal notice shall be published, as required by law.
  - 2. At the public hearing the Board may approve or disapprove the inclusion of the property upon such terms and conditions, if any, as the Board deems

appropriate for the circumstances.

3. If approved, an Order for Inclusion of Property and Notice for the District Court shall be prepared by the District, filed with the District Court and copies forwarded to appropriate State and County agencies by the District.

D. Service Outside the District

1. The District may, in its sole and absolute discretion, if it seems advantageous to the District, furnish service to properties located outside the District boundaries by contract upon such terms and conditions as the District, in its sole and absolute discretion, deems advisable. Under no circumstances shall the District construct any mains at its own expense to serve such properties.
2. Charges for furnishing services outside the District shall be at the discretion of the Board, who shall take into account the estimated mill levy which such Property would be responsible for if it were part of the District.

## 1.12 PROHIBITED ACTIVITIES

- A. No unauthorized person or entity shall uncover, make any connection with, or opening into, use, alter, or disturb any public Service Line or Sewer Main, manhole or other appurtenances or equipment, without first obtaining written permission from the District.
- B. No person shall discharge to any public sewer or manhole any harmful water or hazardous or toxic wastes or materials, including, but not limited to, materials which are flammable, explosive, caustic, acidic, toxic, whether liquids, solids, or gas, capable of causing obstructions of the flow in the sewers, damage or hazard to structures, equipment processes, biological processes, or personnel of the District's wastewater collection system or treatment plant. Hazardous or toxic wastes or materials are those defined in applicable federal and state statutes for the U.S. Environmental Protection Agency, the Colorado Department of Health and Environment, and the U.S. Department of Transportation.
- C. No person shall discharge or cause to be discharged any waste classified as Special or Industrial Sewage without appropriate prior pretreatment or other arrangement with the District, as established prior to such discharge.
- D. No person shall discharge or cause to be discharged any water bleeding flows, storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water, or unpolluted industrial process waters to any manhole or public sewer.
- E. Infiltration of ground water caused by leaking Service Lines shall not be allowed. Service Lines contributing more than 0.07 gal/hour/100 linear feet of Service Line shall be considered to be leaking and shall be repaired at the expense of the Owner.
- F. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any portion of the District's wastewater collection and treatment system. Violations will be referred to the District Attorney for prosecution to the fullest extent of the law.
- G. No person shall construct or cause to be constructed any appurtenance to their

building sewer below the level of the one-hundred (100) year flood plain, as determined by the Federal Emergency Management Agency mapping.

- H. No collected grease shall be discharged to the wastewater collection system. The District shall conduct random grease trap/interceptor inspections. Where violations exist, the Customer shall have thirty (30) days from the notice of violation to provide documentation of grease trap/interceptor cleaning. Penalty fees or user fee surcharges shall be assessed to Customer's failing to provide documentation of grease trap/grease interceptor cleaning.
- I. Correction of Violations
  - 1. Any person notified by the District of any violation of the provisions of this section, shall have the violation corrected, within forth-eight (48) hours of notification, unless said notification specifies a longer time frame.
  - 2. If violations are not corrected by the time specified, the District shall have the authority to correct the violation, at the Owner's expense, or disconnect service to the Property at the Owner's expense.
- J. Fees or Fines
  - 1. Any person who violates the provisions of this section may be charged with a misdemeanor.
  - 2. Upon determination of the violation of the provisions in these Rules and Regulations, the Customer shall be charged for such violations in the amount of actual costs for the damages as determined by the District, up to the maximum amount allowed by law.

### **1.13 CONNECTION PERMIT**

- A. A Connection Permit must be obtained before a Service Line can be connected to a Sewer Main.
- B. Connection Permits issued by the Board of are deemed "revocable licenses," initiated and held by any and all property Owners for so long as such property Owners comply with all applicable Rules and Regulations. The property Owner is ultimately responsible for complying with these Rules and Regulations, including payment of all required rates, fees, tolls, charges and taxes established and imposed by the District.
- C. A Connection Permit is assigned and attached to a specific property and cannot be transferred to any other property unless specifically authorized, in writing, by the Board.
- D. Before any connection is made to the District's collection system, a site plan or construction drawings showing the alignment of the Service Line or Sewer Main, the connection to the Sewer Main, the length of the Service Line from the building to the Sewer Main, location of cleanouts and bends in the line, depth of the line from the building to the Sewer Main, and the distance from the nearest manhole to the tap on the Sewer Main, shall be provided to the District. The Connection Permit shall give a full description of the address, legal description, type of construction, bedroom count, and the name of the Owner/Developer.
- E. Only one premise shall be supplied through a single Service Line, except in the case of hotels, motels, condominiums, apartments, and such buildings as are operated as

an integrated unit, with one person, billing entity, or Owner responsible for payment of service fees.

- F. In the case of units with common walls, but separate Ownership, and no one person or entity responsible for the payment of joint User Fees, separate Service Lines shall be run from the building drains of each unit. Service Lines installed in this manner shall be clearly indicated, along with proper easements dedicated to the District established and shown on the plat prior to re-subdivision. A group of buildings may be connected to a single Service Line within Property boundaries, if it can be shown that said buildings/land cannot be sold separately.
- G. Any Connection Permit issued by the District is not and shall not be taken as authority to make any cut in a public street, alley or right-of-way, or shall not serve in lieu of any permits required by other governmental agencies with jurisdiction over such conditions.
- H. Any Connection Permit constitutes a revocable license to make and use a connection to the District's sewer system, subject to the Rules and Regulations of the District. A Connection Permit may be revoked, and the Owner's Service Line disconnected, at the Owner's expense, if installation or use of the District's facilities or wastewater collection or treatment services are not made in strict accordance with these Rules and Regulations, State and Federal Rules and Regulations or laws, or any prescribed terms or specifications applicable to the Property or any other rules governing the District.
- I. All connection and inspection fees, including System Investment Fees, are due and payable at the time of the issuance of the Connection Permit.

#### **1.14 PENALTIES AND SEVERANCE**

- A. Any person violating any of the provisions of the Rules and Regulations, or whose acts cause the District to violate the terms of its discharge permit or any other water pollution control regulations or statutes, shall become liable to the District, for any and all expenses, including, but not limited to, attorneys fees, losses, damages, and fines resulting by reason of such violation.
- B. Any person found to be violating any of the provisions of these Rules and Regulations, or any applicable State or Federal law or regulation, shall be served with written notice stating the nature of the violation and providing a reasonable time, not to exceed thirty (30) days for satisfactory correction of the violation. Any person who shall be charged under the appropriate laws of the State of Colorado, and upon conviction, shall be fined an amount established by the court of the State of Colorado for each violation.
- C. In addition to, and notwithstanding any other provisions of these Rules and Regulations, the District may, at its option, disconnect the service line from any property owned by any person violating any of the provisions of the Rules and Regulations or for non-payment of scheduled fees and charges for service from the District. The cost of disconnection and severance from the system shall be charged against the property formerly served by the District and, until paid, shall constitute a perpetual lien which shall be collected in the same manner as provided herein for the collection of fees and charges, or as otherwise provided by law.

## APPENDIX A      SCHEDULE OF USER CLASSIFICATIONS AND EQR EQUIVALENTS

The EQR for individual or commercial Users with a use not herein described, or of an unsafe nature, will be set by the District Board of Directors.

Under no condition shall the calculated EQR for a given use be less than one (1) EQR, unless otherwise approved in writing by the District.

Description	EQR Equivalent
Single Family Dwelling Per Unit	1.00
Multifamily Dwelling Per Unit	1.00
Hotel, Motel, Lodge, Rooming House, Bed & Breakfast Each Room Additional for Kitchen/Kitchenette Onsite Manager Unit Additional for Laundry Facility (of total EQRs) *Does not reflect charges for additional facilities, including but not limited to, restaurants, bars, pools, hot tubs, retail.	0.10 0.26 1.00 15%
Mobile Home Park Per Unit Space	1.00
Restaurant, Café, Bar, Lounge, Private Club Full Service (per 10 seats or part thereof) Fast Food (per 20 seats or part thereof) Banquet Room (per 35 seats or part thereof) Drive In (per 4 car spaces or part thereof) *Any use providing a commercial kitchen for any and all uses, including catering, shall be included in this classification.	0.85 0.85 0.85 0.85
Gas Station, Convenience Store (EXCLUDES Car Wash) Per 2 gas dispensers/nozzles For each additional gas dispenser/nozzle	1.00 0.38
Laundry, Self Service per each 35 gallon machine	0.38
School (per 100 students and staff or part thereof) Without gym or cafeteria With gym and without cafeteria With gym and cafeteria	2.00 3.00 4.00
Hospital, Nursing Facility Per bedspace Additional for Kitchen Additional for Laundry Facilities (of total EQRs)	0.11 0.26 15%
Auto Dealer, Car/Truck Rental per 1,000 sf of building	0.23
Barber Shop, Beauty Salon Per first 2 chairs Each additional chair	1.00 0.10
Bowling Alley per lane (EXCLUDES Restaurant, Bar, etc.)	0.04

Description	EQR Equivalent
Car Wash per stall	1.13
Church Church without Kitchen Additional for Church with Kitchen	1.00 0.26
Dry Cleaner per 1,000 square feet of building	0.75
Office Building per 1,000 sf of building space (EXCLUDES offices that provide services, doctors, dentist, etc.)	0.38
Retail Space per 1,000 sf of building space (INCLUDES offices that provide services, doctors, dentists, etc.) With public restrooms Without public restrooms	0.38 0.23
Garage/Machine Shop per 10 employees (EXCLUDES Retail, Office, and Warehouse Space)	0.45
Factory per 10 employees	0.45
Drug Store/Pharmacy Per 1,000 sf of building space Additional with public restrooms	0.23 0.38
Theater per seat	0.02
Warehouse, Storage Unit Per 1,000 sf of building Without sewer service	0.11 0.00
Swimming Pool, Hot Tub Public Pool Public Tub Private Pool/Tub * All public pools and hot tubs shall connect to the District's Collection System. Pool water discharge with chlorine must be approved by the District prior to release.	1.13 0.26 0.00
RV Park Minimum tap fee Additional per each space	1.00 0.10
Detention Center per 3 beds * Acceptable Sewage only; Special Sewer accepted under discretionary terms only	1.00
Others not defined in above list	Accepted under discretionary terms only

## APPENDIX B SCHEDULE OF FEES AND CHARGES



The information contained in this Appendix is pertinent to all rates, fees, tolls, and charges of whatever nature to be levied for the provision of the wastewater collection and treatment services by the District.

The rates, fees, tolls, and charges as established herein shall be in effect immediately upon adoption by the Board and shall remain in effect until modified by the Board. Nothing shall prevent the Board from modifying any rates, tolls, fees, charges, or any classifications, provided that the charges upon each member within the classification shall be uniform, according to the number of EQRs assigned to a given Customer.

**Schedule of Fees and Charges**

<b>Fee</b>	<b>Amount</b>
System Investment Fee (SIF)	\$8,351.00 for one (1) EQR
User Fee	\$65.00 per one (1) EQR
Line Extension Inspection Fee	\$3.00 per lineal foot of sewer main
Line Extension Plan Review Fee	Based on actual cost of engineering review
Reinspection Fee	\$75.00
Delinquent Account Fees	\$10.00 per month plus 1% interest on balance
Inclusion Fee	\$200.00 plus applicable attorneys fees
Disconnect Fee	\$1,000.00
Reconnect Fee	\$1,000.00
Return Check Fee	\$25.00
Lien Charge	\$100.00 plus any additional fees
Post Construction Bond	\$500.00
Copy of Rules and Regulations	\$5.00 per set plus postage if mailed
Copies	\$0.25 per page
Failure to install grease trap/interceptor	Per Section 1.9 (K) of these rules
Failure to properly maintain grease trap/interceptor	50% of monthly use fee
Improper discharge of Special, Prohibited, or Industrial Sewage	Actual cost of damages but not less than \$500.00

## APPENDIX C LINE EXTENSION AGREEMENT

### Fairplay Sanitation District

P.O. Box 207 – 1507 P.C.R. 16  
Fairplay, CO 80440  
Tele: (719) 836-2445; Fax: (719) 836-9004

## LINE EXTENSION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Fairplay Sanitation District ("District"), operating and existing under and by virtue of the laws of the State of Colorado and: \_\_\_\_\_ ("Developer").

**WHEREAS**, the Developer is the Owner of the following described property:

\_\_\_\_\_  
\_\_\_\_\_

within the boundaries of the Fairplay Sanitation District service area, and it is proposed that said property be served by wastewater facilities constructed pursuant to this Agreement; and

**WHEREAS**, the District is not required to extend its facilities beyond those currently existing and all such extensions are undertaken at the discretion of the District in the interest of the public health, safety and welfare.

**THEREFORE**, it is mutually understood and agreed as follows:

1. **WASTEWATER FACILITIES.** The wastewater facilities will be designed and constructed in accordance with the most current edition of the District's "Rules and Regulations, Design Criteria, Technical Specifications, and Construction Details" (Rules and Regulations), INCLUDING ALL EXTENSIONS SHALL BE INSTALLED TO THE FAR SIDE OF THE PROPERTY;

Developer: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

Project: \_\_\_\_\_

2. **ATTORNEYS, ENGINEERING AND INSPECTION FEES.** It is understood the District will incur legal, engineer and inspection costs associated with the line extension by the Developer. Therefore on or before the commencement of construction of the line extension, the Developer shall deliver to the District, a cash deposit in the amount equal to \$3,00 per lineal foot of the proposed line extension. Such deposit shall be applied toward such costs. Any unused portion of the deposit shall be refunded to the Developer at the end of the warranty period.

3. **WARRANTY**. The Developer shall deliver to the District a written warranty in accordance with the requirements of the Rules and Regulations.
4. **TRANSFER OF FACILITY**. Following execution of this agreement and upon completion of the wastewater facilities in accordance with District Rules and Regulations, Ownership and maintenance responsibility for the facilities will transfer from the Developer to the District. Before such transfer will occur, the Developer shall deliver to the District a good and sufficient bill of sale for the wastewater facilities, conveying the facilities free and clear from any and all claims or liens whatever. The Developer shall also deliver all required easements, in a form acceptable to the District, and said easements must be properly recorded with the Park County Clerk and Recorder prior to submission to the District. Transfer of the wastewater facilities will take place twelve (12) months from the date the Line Extension Agreement is signed by the Developer and the District. If at that time the Developer has not completed the testing of the facilities as described in the Rules and Regulations, the District will complete the testing at the Developer's expense. The District will direct its Attorney to work with the Park County Clerk and Recorder to insure the easements and the facilities are free and clear from any claims or liens at the Developer's expense. If the Developer does not perform all obligations under this paragraph on or before the twelve (12) month completion date, the Developer will disconnect the wastewater facilities from the District's collection system until such time as the proper procedures are completed. If the Developer refuses to disconnect the facilities from the District's facilities, the District will disconnect the facilities at the Developer's expense. Reconnection to the District's facilities shall be at the Developer's expense. If the property is connected to the wastewater facilities and a public health hazard will be created by disconnection of the wastewater facilities, the District reserves the right to finish the project at the Developer's expense.
5. **OPERATION AND MAINTENANCE OF FACILITIES**. After the wastewater facilities have been transferred and subject to the provisions of the warranty, the District shall have full responsibility for operations and maintenance of the facilities and the actual costs incurred in connection there within. The District agrees to allow connection to the facilities in accordance with the Rules and Regulations of the District.
6. **INDEMNIFICATION**. The Developer hereby agrees to hold harmless the District, its successors and assigns against any and all liability, loss of damage the District may suffer as a result of claims or judgments against it under the mechanics' lien law of the State of Colorado, or on account of defective materials and workmanship used to install the facilities. Said indemnification shall include, but not be limited to, court costs, damages, and repair costs and reasonable attorney's fees.
7. **ENFORCEMENT OF CONTRACT**. The Developer and the District acknowledge and agree that this Agreement may be enforced in law or in equity by a decree of specific performance; damages or such other legal and equitable relief as may be available to either party.
8. **SURVIVAL OF OBLIGATIONS**. The provisions of this Agreement shall be deemed to survive the transfer of the wastewater facilities and shall be binding upon the successors, transferees and assigns of the parties.
9. **ASSIGNMENTS**. The Developer shall not assign its rights or delegate its duties under this Agreement without prior written consent of the District.
10. **REBATE AGREEMENTS**. Rebate agreements, if any, for the wastewater facilities will be addressed by separate agreements with the District, apart from this Line Extension Agreement.

11. **GOVERNING LAW.** This agreement shall be interpreted under the laws of the State of Colorado.

IN THE WITNESS WHEREOF the parties have hereunto set their hand and seals to be affixed the day and year written above.

Developer: \_\_\_\_\_  
Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF PARK ) ss

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

WITNESS MY HAND AND MY SEAL MY  
COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

Fairplay Sanitation District:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## APPENDIX D LINE ACCEPTANCE AGREEMENT

### Fairplay Sanitation District

P.O. Box 207 – 1507 P.C.R. 16  
Fairplay, CO 80440  
Tele: (719) 836-2445; Fax: (719) 836-9004

## LINE ACCEPTANCE AGREEMENT

On \_\_\_\_\_, 20\_\_\_\_, inspection was completed by the Fairplay Sanitation District for the collection system lines and appurtenances within the area denoted as the Project Sewer Main Extension. The collection system lines and appurtenances appear to have been constructed in accordance with the current Fairplay Sanitation District "Rules and Regulations, Design Criteria, Technical Specifications, and Construction Details".

All workmanship and material incorporated in this Project shall be warranted for one (1) year (365 days) from the date this letter is signed by the Developer or Owner. The Line Acceptance Agreement may be executed once the following requirements have been met:

1. A signed copy of this letter has been received by the District from the Developer.
2. A "Maintenance Bond" in the amount of ten percent (10%) of the project cost is posted by the Developer or Owner which assures, to the satisfaction of the District, performance of whatever additional repair or remedial work that may be required during or at the completion of the 365 day warranty period.
3. One (1) year (365 days) warranty period and required repair work have been completed.
4. "As-Built" Drawings of the Project have been received by the District within 90 days.
5. The Developer or Owner shall provide the District with whatever rights-of-way and/or easements are necessary or appropriated for the purpose of installing and maintaining the utilities transferred by the Developer or Owner to the District.
6. The expense of any repairs or maintenance to the sewer lines and appurtenant structures caused by defective work, street or utility construction, traffic or any other reason, including Acts of God, during the one year warranty period will be borne by the Developer or Owner. The Developer or Owner shall maintain and keep in good repair all sewer lines and appurtenant structures during the warranty period. The District will notify the Developer or Owner at any time during the warranty period when it is deemed that maintenance is necessary. If this maintenance is not performed by the Developer or Owner, the District reserves the right to have such cleaning, repairs, or other maintenance performed during this warranty period to insure proper operation of the facilities. If the District incurs any expense in performing the aforementioned work, the Developer or Owner shall reimburse the District.
7. One copy of this letter shall be signed, dated, sealed and returned to the Fairplay Sanitation District office with the Performance Bond to indicate acceptance of the conditions described herein and to establish the commencement date of the one (1) year warranty period.

\_\_\_\_\_  
Fairplay Sanitation District

**THIS LETTER WAS DULY RECEIVED AND THE CONDITIONS HEREIN ACCEPTED BY:**

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

**SEAL & ATTEST**

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

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