

SOUTHWEST METROPOLITAN WATER & SANITATION DISTRICT

Policy for Removal of Water and Wastewater from Property After a Water Main Break or Sanitary Sewer Backup

Date:

June 22, 2018

Purpose:

The purpose of this policy is to provide guidance and direction to District staff for consenting to the removal of water or wastewater from private property after a water main break or sanitary sewer backup.

Policy:

Subject to the availability of funds, it is the policy of Southwest Metropolitan Water and Sanitation District to provide reasonable and prompt assistance with removal of water and wastewater and water borne materials and debris originating from the failure of District owned water and sewer mains.

Background:

In certain situations, District owned water and sewer mains fail without warning and through no fault of the District. While the District may not be responsible nor liable for damages that result from facility failure, the Board of Directors has determined that it is in the best interest of the health, safety and general welfare of its inhabitants to provide for the prompt removal and cleanup of water and wastewater that originates from District owned facilities. Therefore, the Board of Directors hereby adopts the following guidelines for responding to reports of private property damage resulting from discharges from District water and sewer mains.

Guidelines:

1. When authorized by the appropriate owner(s), Southwest Metropolitan will remove and clean any water and/or wastewater spill or discharge that occurs as a result of a break or backup in a District owned water or sewer main, regardless irrespective of whether the District is at fault or has any responsibility for the sewer main backup or water main break.
2. Before removing and cleaning any such water or wastewater spill or discharge, District personnel shall obtain the written consent of the owner(s) or occupant(s) of the affected property in a form substantially similar to Exhibit A which is attached hereto. Further, the owner(s) or occupant(s) must sign an Authorization to Conduct Cleaning, Water Extraction, Sanitizing, and Deodorizing Services form documenting the service to be provided by the District (Exhibit B). These written authorizations shall permit the district, its employees and independent contractors to enter upon

the affected property for the limited purpose of removing and cleaning the water and/or wastewater spill or discharge. The forms of consent shall state that the cleaning and removal services are being furnished at no cost to the owner(s) or occupants(s) of the property in the interest of the public health, safety and welfare and that the furnishing of said services does not in any way constitute an admission of liability on the part of the District for damages to person or property of any kind that may have occurred or that may result from the water or wastewater spill or discharge.

3. The authorization to remove water and/or wastewater and water bourn materials does not extent to payment for private property allegedly damaged by the water and/wastewater. Claims for private property damage will be presented to the District's insurance carrier for resolution.
4. The District manager or his or her designee shall submit a claim for reimbursement of District costs for water and/or wastewater removal and cleanup to the District's insurance carrier for a determination or whether such costs are covered by the District's "No Fault Water and Sewer Backup" coverage.

Exhibit A



Southwest Metropolitan Water and Sanitation District

www.swmetrowater.org

8739 W. Coal Mine Ave. • Littleton, Colorado 80123 • (303) 979-2333 • Fax (720) 726-5042

Dear Resident,

The purpose of this letter is to advise you of Southwest Metropolitan Water and Sanitation District's policy regarding damages that may have resulted from a water main break or sewer backup in your neighborhood.

Under Colorado law, quasi-municipal water suppliers like Southwest Metropolitan Water and Sanitation District are not responsible for damages resulting from water main breaks or sewer backups unless they are negligent in maintaining the water and sewer systems. As long as Southwest Metropolitan is careful in the operation and maintenance of its system, it is not liable for damages resulting from facility failures.

Despite the foregoing, the Board of Directors of Southwest Metropolitan Water and Sanitation District has determined that it is in the interest of public health, safety, and general welfare to remove and clean water, wastewater and water carried material regardless of who or what may have caused the water/wastewater to escape from District owned facilities. Accordingly, removal and cleaning services will be provided at no cost to you; however, before these services can be provided, we must obtain permission for the District, its employees and independent contractors to enter upon your property to remove and clean the fugitive water. Because it is important that this permission be granted quickly, we ask that you evidence your approval by signing a copy of this letter in the space indicated below.

The providing of water/wastewater removal and cleaning services in no way constitutes an admission of liability on the part of the District for damages that may have occurred or that may occur as a result a break or backup in a District owned water or sewer main. Further, please be advised that the District's employees have absolutely no authority whatsoever to settle or compromise claims. Claims for personal property damage or loss must be presented directly to the District manager within 180 days of the incident. The address is 8739 W. Coal Mine Avenue, Littleton, Colorado 80123. A notice of claim must comply with the requirements of section 24-10-109, Colorado Revised Statues.

Permission to provide water/wastewater and water carried material removal and cleaning service is hereby granted.

Print Name of Property Owner/Occupant

Address

Signature

Date

Telephone Number

Exhibit B

**Authorization to Conduct Cleaning,
Water Extraction, Sanitizing and Deodorizing Services
On Behalf of Southwest Metropolitan Water and Sanitation District**

The undersigned authorized representative of _____ and the owner and/or occupant of the property located at _____ hereby acknowledge that _____ is being retained by Southwest Metropolitan Water and Sanitation District to perform cleaning, water extraction, sanitizing and deodorizing services upon property not owned by Southwest Metropolitan Water and Sanitation District. Further, the undersigned parties agree that _____ will conduct only those services specifically requested and authorized in writing by an authorized representative of Southwest Metropolitan Water and Sanitation District. Services requested by the owner and/or occupant of the property which have not been authorized in writing by an employee of Southwest Metropolitan shall not be conducted until written authorization from a District employee is obtained.

The undersigned parties hereby acknowledge that the services to be provided under this authorization are limited to those necessary to make the property safely habitable. No offsite restoration or cleaning of personal property is to be provided without the specific written approval of an employee of Southwest Metropolitan Water and Sanitation District.

The undersigned acknowledge that Southwest Metropolitan Water and Sanitation District will be responsible for payment of only those services authorized in writing by an employee of the District.

Restoration Services Contractor

Address

Telephone No. Fax No.

Name of Authorized Representative (print name)

Signature of Representative

Owner or Occupant

Address

Telephone No.

Name of Owner/Occupant (print name)

Signature of Owner/Occupant

Southwest Metropolitan Water and Sanitation
District
8739 W. Coal Mine Ave.
Littleton, CO 80123
(303) 979-2333
info@swmetrowater.org

District Representative (print name)

Signature of District Representative

SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT WATER / WASTEWATER CLEAN UP WORKSHEET

Date: ____ / ____ / ____ Time: _____ Address: _____
 Owner/Resident: _____ Phone # (H) _____ (W) _____
 Type of Property: _____ Clean Up Company: _____

The following items must be approved by a District representative prior to conducting any work. Any changes to the number of units specified below requires District authorization before the work is done.

Item No. 1	Pump water over 1" deep	_____	Hr.
Item No. 2	Remove/extract water less than 1" deep and clean floors	_____	Sq. ft.
Item No. 3	Clean walls	_____	Sq. ft.
Item No. 4	Strip and wax floors	_____	Sq. ft.
Item No. 5	Clean carpet and/or rugs on site	_____	Sq. ft.
Item No. 6	Clean rugs in shop	_____	Sq. ft.
Item No. 7	Deodorizing, disinfecting and mildew control	_____	Sq. ft.
Item No. 8	Clean, manipulate, and/or inventory furniture and contents	_____	Man hrs.
Item No. 9A	Carpet and Floor Fans	_____	Day
Item No. 9B	Dehumidifiers	_____	Day
Item No. 10	Stair cleaning, carpet or hard surface	_____	Stair
Item No. 11	Thermo Fog Deodorization	_____	Ea.
Item No. 12	Clean, seal and deodorize furnace and duct system	_____	Hr.
Item No. 13	Hauling truck and labor	_____	Man hrs.
		_____	Truck hrs.
Item No. 14	Dumping and/or landfill fees	_____	Ea.
Item No. 15	Remove carpet pad, tack strip and related hardware	_____	Sq. yd.
Item No. 15A *	Remove carpet, carpet pad, tack strip and related hardware	_____	Sq. yd.
Item No. 16	Install tack strips, carpet pad, and reinstall existing carpet	_____	Sq. yd.
Item No. 16B *	Install tack strips, new carpet pad, and new carpet	_____	Sq. yd.
Item No. 17 *	Sewer line cleaning, auger type	_____	Ea.
Item No. 18 *	Painting and sealing of affected areas of walls and/or ceiling	_____	Sq. ft.
Item No. 19 *	Remove and replace and texture drywall	_____	Sq. ft.
Item No. 20 *	Remove and replace Vinyl floor covering, (sheet goods)	_____	Sq. ft.
Item No. 21 *	Remove and replace Resilient Vinyl tile flooring	_____	Sq. ft.
Item No. 22 *	Remove and replace cove base molding, rubber vinyl, 4" high	_____	Sq. ft.
Item No. 23 *	Vinyl floor covering, (sheet goods)	_____	Lin. ft.
Item No. 24 *	Resilient Vinyl tile flooring	_____	Ea.
Item No. 25 *	Unforeseen services not covered in other bid items	_____	Ea.

*** Requires District manager or maintenance supervisor authorization**

Comments:

ACCEPTED BY: _____
(Contractor)

AUTHORIZED BY: _____
(District Representative)

TO: Board of Directors
Southwest Metropolitan Water and Sanitation District

FROM: Patrick Fitzgerald

DATE: June 15, 2018

SUBJECT: Policy for Removal of Water and Wastewater from Property after a Water Main Break or Sanitary Sewer Backup

Requested Action: Approve the attached Policy for Removal of Water and Wastewater from property after a water main break or sanitary sewer backup.

Since the late 1980's Southwest Metropolitan has agreed to provide water and wastewater removal and cleanup for properties damaged by water main breaks and sanitary sewer backups. The cleanup process has been offered as a courtesy and accommodation property owners to restore the habitability of the property with no admission of responsibility or liability. Cleanup services have been restricted to extraction of water/wastewater and sanitizing, deodorizing and drying affected areas of the property. Claims for loss or damage to personal items has not been included in the District's agreement to provide cleanup services. Property owners have been advised to submit claims for such damages to the District's insurance carrier.

When the District agreed to provide cleanup services, it did not have No Fault Water and Sewer Backup coverage. The District expected to pay all authorized cleanup costs without any expectation of insurance company reimbursement, except for damages resulting from District negligence. The proposed policy recognizes the availability of no fault coverage by directing the District manager to submit invoices for cleanup costs to the District's insurance carrier for reimbursement under the no fault coverage.

The proposed policy requires that property owners or occupants sign a letter of consent recognizing that the District is not admitting responsibility nor liability for the damages but is offering the services as an accommodation to the property owners to preserve public safety, health and welfare. Further, the property owner is required to sign a form listing the services that are to be provided and recognizing that any additional services require District approval.

District staff recommend approval of the attached Policy for Removal of Water and Wastewater from Property after a Water Main Break or Sanitary Sewer Backup.