

6. All policies shall be endorsed such that they cannot be canceled or non-renewed without at least 30 days' advanced written notice to Operator and the City, evidenced by return receipt via United States mail, except when such policy is being canceled for nonpayment of premium, in which case ten (10) days advance written notice is required. Language relating to cancellation requirements stating that the insurer's notice obligation is limited to "endeavor to" is not acceptable.
7. Operator shall, prior to permit issuance, deliver Certificates of Insurance reasonably acceptable to the City confirming all required minimum insurance is in full force and effect.
8. Deductibles or retentions shall be the responsibility of Operator. Deductibles or retentions must be listed on the Certificate of Insurance required herein and are subject to the reasonable approval of the City.
9. Operator shall require any of its subcontractors to carry the types of coverage and in the minimum amounts in accordance with the requirements set out in Section 1.A, 1.B. and 1.C. Operator shall be responsible for any damage or loss suffered by the City as a result of non-compliance by Operator or any subcontractor with this section.
10. If Operator's coverage lapses, is cancelled or otherwise not in force, the City reserves the right to obtain insurance required herein and charge all costs and associated expenses to Operator, which shall become due and payable immediately.
11. If that the coverage required is not widely available to operators in the Denver-Julesburg Basin, in lieu of the coverage required, Operator and the City may establish a joint escrow account that shall be used to satisfy any obligations of Operator that would have otherwise have been covered by the coverage required. Operator shall fund such account with an amount equal to \$5,000.00 per new well then-producing (the "Per Well Amount"). The aggregate amount to be placed into the account shall be re-visited on an annual basis based on the then-number of producing new wells. The Per Well Amount shall be adjusted each year by the increase or decrease in the Consumer Price Index issued by the United States Bureau of Labor Statistics for the Denver – Boulder metropolitan area. Any interest accrued in the account shall be credited towards the Operator's required contributions to the account and any excess amounts in the account above and beyond the amount required by this provision shall be promptly returned and released to Operator.
- I. **Reclamation.** Operator shall comply with these reclamation standards to: protect human health and safety; prevent injury to plant and animal life; prevent damage to property; and prevent unreasonable interference with the public welfare. These standards are established to restore the City's resources and to improve the quality of life and the general welfare in the City.
1. Location Pictures. The Operator will attach to the Interim Reclamation Plan existing condition photographs taken during the peak growing season to clearly depict vegetation cover and diversity. The photographs will depict the staked location and its surroundings. Each photograph will be identified by date taken, Well or location name, and direction of view. These photographs may be submitted up to 12 months after submission of the Interim Reclamation Plan to accurately depict vegetation during peak growing season. The field of view of each photograph will be shown on a current aerial image, also attached. Operators will provide location photographs in sufficiently high resolution so that details of current surrounding land use may be readily discerned. Operators will attach one of the following photograph options:
- a. A minimum of 4 color photographs showing the staked location and its surroundings from each cardinal direction, with no significant gaps between fields of view;

- 1 b. A minimum of 2 panoramic photographs of the location and its surroundings covering a full 360°
2 around the location; or
- 3 c. Photographs of the locations and its surroundings taken from an unmanned aerial vehicle.

4 1.2. Interim Reclamation Plan. Operator shall implement an interim reclamation plan including:

- 5 a. Removal of Debris. All construction-related debris shall be removed from the site for proper disposal
6 in a timely manner. The site shall be maintained free of debris and excess materials at all times during
7 operation. Operator shall not burn or bury debris at any time on any Well Site.
- 8 b. Removal of Equipment. All equipment used for drilling, re-completion and maintenance of the facility
9 shall be removed from the site within thirty (30) days of completion of the work, weather condition
10 permitting, unless otherwise agreed to by the surface owner. Permanent storage of removable
11 equipment on any Well Site is prohibited.
- 12 2. Final Reclamation Plan. Operator must submit an oil and gas Well Site Final Reclamation Plan and
13 reclaim a Well Site not later than six (6) months after plugging and abandoning the last well at such Well
14 Site, weather and planting season permitting. In addition to any COGCC reclamation requirements,
15 Operator shall:
- 16 a. Remove all pipelines and flowlines after one (1) year of non-use when last well utilizing lines are
17 plugged and abandoned unless this requirement is waived in writing by the Director; and
- 18 b. Reclaim and revegetate, to the original state prior to Operations, all temporary access roads associated
19 with Operations at a Well Site within a reasonable amount of time, taking into account planting
20 seasons, or as directed by the landowner in a Surface Use Agreement and subject to applicable COGCC
21 variances.
- 22 3. Marking and recording of plugged and abandoned wells. Operator must comply with the following:
- 23 a. The COGCC well abandonment report must be accurately completed and filed with the City and
24 COGCC.
- 25 b. The well location must be recorded with the Clerk and Recorder of the applicable county.
- 26 c. Operator shall permanently mark the well by a brass plaque set in concrete, similar to a permanent
27 bench mark, to monument the plugged and abandoned well's existence and location. Such plaque shall
28 contain the information required by the COGCC to properly identify the well. Operator may mark the
29 well by an alternative means if pre-approved by the director.

30 **J. Transportation and Circulation.**

31 1. General.

- 32 a. Operator will comply with all Transportation and Circulation requirements as contained in the LDC
33 and as may be reasonably required by the City's Traffic Engineer.
- 34 b. Operator will comply with all applicable hazardous material regulations.
- 35 c. Operator will obtain necessary access permits, which the City will not unreasonably withhold.