

**Will-O-Wisp  
Metropolitan District**

**Rules and  
Regulations**

**Adopted, Amended and  
Restated effective June 8, 2022**

**956 Wisp Creek Drive  
Bailey, CO 80421**

**303-838-3990**

# Table of Contents

<b>Section 1 - General</b>	
1.1	Scope ..... Page 1
1.2	Policy and Purpose ..... Page 1
1.3	Definitions ..... Page 1
1.4	Use of Public Water and Sewer ..... Page 3
1.5	Change in Customer's Use or Service ..... Page 4
1.6	Change in Owner ..... Page 4
1.7	Commercial ..... Page 5
1.8	Residential ..... Page 5
1.9	General Requirements ..... Page 6
1.10	Easements ..... Page 7
1.11	Safe Access ..... Page 7
<b>Section 2 - Ownership &amp; Operations of Facilities &amp; Property Owner Responsibility</b>	
2.1	Installation ..... Page 8
2.2	District Responsibility for Maintenance ..... Page 8
2.3	Owner Maintenance of Service Lines & Curb Stops ..... Page 8
2.4	Liability ..... Page 9
2.5	Indemnity to District ..... Page 9
2.6	Property Owner/Renter Responsibilities ..... Page 9
2.7	Contractor Approval ..... Page 10
<b>Section 3 - Application for System Development Fees, Permit and Water &amp; Sewer Service</b>	
3.1	Payment of Tap Fees ..... Page 11
3.2	Installation Time Frame ..... Page 11
3.3	Denial of Application ..... Page 11
3.4	Winter Rules ..... Page 11
3.5	Denial of Application ..... Page 12
<b>Section 4 - Inspections, Inspection Fees, Repair Expenses</b>	
4.1	Powers and Authority of Inspection ..... Page 13
4.2	Inspection of Service Line Installations ..... Page 13
<b>Section 5 - Meters &amp; Curb Stops</b>	
5.1	Meters ..... Page 14
5.2	Inoperable Remote Meters & Meters ..... Page 14
5.3	Curb Stop Valves ..... Page 14
<b>Section 6 - Inclusions &amp; Exclusions</b>	
6.1	Water & Sewer Service Inclusion Required ..... Page 15
6.2	Property Inclusions or Exclusions ..... Page 15
6.3	Water & Sewer Service Outside District ..... Page 15
6.4	Charges for Service Outside District ..... Page 15

**Section 7 - Rates**

7.1 Minimum Rates ..... Page 16  
7.2 Metered Rates ..... Page 16  
7.3 Unmetered Rates ..... Page 16  
7.4 Water Station Water Sales ..... Page 16  
7.5 Fire Hydrant Charges ..... Page 17  
7.6 Inactive Service Fees ..... Page 17  
7.7 Other Charges ..... Page 17  
7.8 Deposits ..... Page 17

**Section 8 - Payment of Rates, Delinquent Penalties and Turn Off/On Charges**

8.1 Billing and Due Dates ..... Page 18  
8.2 Late Charges ..... Page 18  
8.3 Additional Collection Activities ..... Page 18  
8.4 Water Turn Off ..... Page 18

**Section 9 - Commercial Industrial Service**

9.1 Commercial/Industrial ERU's ..... Page 19  
9.2 Interceptor Evaluations ..... Page 20

**Section 10- Sewer Main Extensions**

10.1 Main Extension ..... Page 22  
10.2 Application for Main Extension ..... Page 22  
10.3 Bids for Construction ..... Page 22  
10.4 Engineering & Supervision of Construction ..... Page 22  
10.5 Contract ..... Page 23  
10.6 Cost of Construction ..... Page 23  
10.7 Acceptance ..... Page 23  
10.8 Board Approval of Sewer Main Extension ..... Page 23  
10.9 District Projects ..... Page 24

**Section 11- Prohibitions**

11.1 Source of Effluents ..... Page 25  
11.2 Manufacturing and Industrial Uses ..... Page 25  
11.3 Swimming Pools ..... Page 25  
11.4 Wash Racks ..... Page 25  
11.5 Storm and Subsurface Waters ..... Page 25  
11.6 Disposal ..... Page 25  
11.7 Requirements Regarding Deleterious Wastes ..... Page 26  
11.8 Prohibited Sewage and Wastes ..... Page 26  
11.9 Other Prohibitions ..... Page 29

**Section 12- Violations of Rules and Regulations**

12.1 Violations of Rules & Regulations ..... Page 31

**Section 13- Authority**

13.1 General Authority ..... Page 32  
13.2 Right to Discontinue Service ..... Page 32  
13.3 Request for a Water or Sewer Variance ..... Page 32  
13.4 Amendment ..... Page 33

**1.1 Scope** These regulations shall be treated and considered as the Rules and Regulations governing the operations and functions of the Will-O-Wisp Metropolitan District.

**1.2 Policy and Purpose** It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to insure and protect the health, safety, prosperity, security and general welfare of the inhabitants of the Will-O-Wisp Metropolitan District.

The purpose of these Rules and Regulations is to provide for the control, management and operation of the water system and sewerage collection system of the Will-O-Wisp Metropolitan District, including additions, extensions and connections thereto.

It is intended that these Rules and Regulations be liberally construed to effect the general purposes set forth herein, and nothing herein contained shall be construed as an alteration, waiver of any benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

**1.3 Definitions** Unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

1.3.1 "Board" and "Board of Directors" Shall mean the governing body of the Will-O-Wisp Metropolitan District.

1.3.2 "District" Shall mean the Will-O-Wisp Metropolitan District.

1.3.3 "Person" Shall mean any individual, firm, company, association, society, corporation or group.

1.3.4 "ERU" Shall mean Equivalent Residential Unit. This is based on average usage of 160 gallons of water per day (GPD).

1.3.5 "Tap Fee" Shall mean the payment to the District of a fee for the privilege of having sewer or water service made available.

1.3.6 "Tap" Shall mean any connection of a service line to the public system.

- 1.3.7 "District Administrator" Shall mean that person authorized by the Board to handle the daily operations of the District under the supervision of the Board.
- 1.3.8 "District Operator" Shall mean that person hired by the District, who, under the direction of the Board, shall be charged with the responsibility of maintenance of all facilities of the District; such person may also assume the responsibility of inspector. In no event shall he/she have the right or authority to make any decision involving policy or to commit the District to any policy without the express approval of the Board.
- 1.3.9 "District Engineer" Shall mean that person who qualifies as a registered professional engineer in the State of Colorado and who has been selected to act in such capacity by the Board. He/she shall have no authority to commit the District to any policy or course of action without express approval of the Board.
- 1.3.10 "Facilities" Shall mean the public water and/or sewerage system and all mains, appurtenances, treatment plants and accessories.
- 1.3.11 "Water Service Line" Shall mean that part of any water line from the shut-off to the building being served.
- 1.3.12 "Sewer Service Line" Shall mean that part of any sewer line from the public system to the building being served. The sewer service line includes the w.
- 1.3.13 "Contractor" Shall mean any person, firm, or corporation licensed to perform work and to furnish materials within the District.
- 1.3.14 "Owner" Shall mean the owner of the property.
- 1.3.15 "Multiple Family Unit Dwelling" Shall mean a building arranged, intended or designed for occupancy, or which is occupied, by more than one family living independently of each other in separate dwelling units. For purposes of this definition, a "dwelling unit" shall mean one or more rooms arranged, occupied, or intended to be occupied by one family with facilities for living, sleeping or eating.
- 1.3.16 "Permit" Written permission from the District to proceed with work affecting the public water or wastewater system. An appropriate application shall be required prior to the issuance of any permit and all permit fees must be paid in advance. See Appendix E for a list of permit fees. No permit issued by the District shall be considered as authority for trespassing on the property of another, making any cut in a public road or street, or as a replacement for any other license, permit, or similar authorization required by law or by any other agency having jurisdiction over the matter.

- 1.4 Use of Public Water and Sewer** For health and sanitary purposes, the Board has adopted the following requirements to compel the owners of property to connect to the water and sewer system of the District.
- 1.4.1 Each separate building upon a parcel of land shall have an independent connection to the facilities of the District and shall not be interconnected with any other water or sewage disposal system, unless specifically authorized by the Board, or otherwise permitted under this section. In the discretion of the Board, for good cause shown, existing buildings being served by an existing well may be exempted from this requirement for such period of time as the Board may deem appropriate under the circumstances.
- 1.4.2 Where a parcel of land has more than one separate building thereon, each separate building shall be independently served; except that where a single family dwelling or accessory building is located to the rear of a single family dwelling upon an interior lot and when both such residential buildings are and remain under one ownership, a service line from the front single family dwelling may, in the Board's discretion, be extended to the rear single family dwelling or accessory building. If legal ownership should subsequently become divided, the Board shall then require the owner of the rear building to make an independent connection to the facilities of the District. A period of up to 6 months may be allowed for the connections to be made in order to allow for the work to be done when the ground is not frozen.
- 1.4.3 In the case of a Multiple Family Unit Dwelling, whether under one ownership or otherwise, the Board will review each application for connection, other than an independent connection of each separate dwelling unit within the multiple unit dwelling, to the public water and sewer system upon an individual basis and will impose such limitations or conditions regarding connection as it considers necessary and in the best interest of the District.
- 1.4.4 This section 1.4 shall not apply to uninhabited buildings used exclusively for storage purposes.
- 1.4.5 The District shall not require existing buildings to be connected to the public water and/or the public sewer system under this section unless a main line is located within four hundred feet of the property in question; however nothing contained in this Section shall prohibit the Board from requiring connection, regardless of distance to an existing main, as a condition of granting a variance under any other provision of these Rules and Regulations.



**1.7 Commercial**

It shall be the policy of the District to require the owner(s) of any new commercial building to connect to the District's public sewer and public water systems. For purposes of this section, a "commercial building" shall include any building used or intended for any commercial, business, professional or industrial use, whether or not for profit, excepting only a private residential dwelling or an uninhabited building used only for storage. Notwithstanding the foregoing, a private residential dwelling used in whole or in part for a home occupation classified as a "Major Activity" home occupation as that term is defined by the Park County Land Use Regulations, as the same may be amended from time to time, may, in the discretion of the Board, be considered a commercial building for purposes of these Rules and Regulations. Whenever an existing commercial building undergoes remodeling or expansion or its usage changes (including a change from residential to commercial), such building also shall be considered a "new commercial building" for purposes of this section. Notification of usage change or construction on the property shall be given by the owner to the District in advance of the commencement of the change or of any work. Notification of construction shall include a copy of all applicable plans for the project.

All commercial users shall be subject to such additional regulations and requirements as determined by the Board to protect the public water and sewer system and promote the best interests of the District and the general health, safety and welfare of its inhabitants. Without limiting the generality of the foregoing, such additional requirements may include Industrial Cost Recovery, sampling, and pretreatment. All costs associated with such additional requirements or the administration of additional regulations shall be paid by the property owner.

**1.8 Residential**

It shall be the policy of the District to compel the owner(s) of any new residential dwelling to connect to the District's public sewer and public water systems. For purposes of this section, a "private residential dwelling" shall include any building constructed and used as a living unit for occupancy of one or more individuals. A private residential dwelling may consist of either a single family dwelling or a multiple family dwelling; however, it shall not include any building used in whole or in part for any commercial purpose excepting only for home occupations classified as "Minor Activity" or "Moderate Activity" home occupations as those terms are defined by the Park County Land Use Regulations, as the same may be amended from time to time.



**1.9 General Requirements**

In addition to any other requirements set forth in these Rules and Regulations, the following requirements shall apply to every new commercial building and every new private residential dwelling in the District.

- 1.9.1 A District gravity sewer main or mains (with manholes and cleanouts) as specified by the District Engineer shall be installed. No work shall be commenced in connection with the foregoing requirements until the property owner(s) have entered into a Sewer Main Extension Agreement with the District that includes all specifications applicable to the project, and the District shall not be required to accept or allow the connection of any main installed in violation of this provision to the District's sewer system. See Appendix A for Agreement form.
- 1.9.2 A District water main or mains as specified by the District Engineer shall be installed. No work shall be commenced in connection with the foregoing requirements until the property owner(s) have entered into a Water Main Extension Agreement with the District that includes all specifications applicable to the project, and the District shall not be required to accept or allow the connection of any main installed in violation of this provision to the District's water system. See Appendix B for Agreement form.
- 1.9.3 Water service shall be metered to all residential and commercial buildings unless otherwise authorized by the Board. Each unit in a multi-unit commercial building and each unit in a multi-unit private residential dwelling shall be metered separately. All meters shall be purchased from the District and shall be installed at the sole expense of the building owner.
- 1.9.4 All service lines shall be constructed in accordance with District specifications as set forth in Appendix C, and all connections of service lines to District mains shall be made by the District or an individual who is authorized in writing by the District Operator to undertake such work. See Appendix D for authorization form.
- 1.9.5 Whenever it becomes necessary, in the sole discretion of the District, to employ the services of an engineer or other professional to review or inspect service line construction or connections, the owner shall, promptly and upon demand, reimburse the District its costs and expenses in connection therewith. Further, no connection shall be made until the applicable Tap Fee has been paid.

- 1.9.6 The District shall not accept or sign off on any work done in violation of these Rules and Regulations, including but not limited to a violation based on failure to make any required payment or notification. (Owner(s) should note that such nonacceptance may result in the county's refusal to issue a temporary or permanent Certificate of Occupancy.)

**1.10 Easements**

An application for service from the District, or receipt of service by a customer, shall be construed as an agreement granting to the District an easement for District mains and other equipment necessary to render service to the property owner. If requested by the District, the property owner, before service is connected, shall execute the District's standard form of right-of-way agreement, granting to the District, at no expense therefor, satisfactory easements for suitable location of the District's mains and other appurtenances on or across lands owned or controlled by the customer. In the event that the customer shall divide the premises by sale in such manner that one part shall be isolated from streets where the District's water mains are accessible, the customer shall grant or reserve an easement for water service over the part having access to water mains for the benefit of the isolated part. Any line, which crosses property other than the parcel of land actually served and which is designated as a service line, shall be laid in a easement - negotiated for and acquired entirely at the expense of the customer.

**1.11 Safe Access**

The property owner shall/will provide safe access to the owner's property at all reasonable times for authorized employees or agents of the District for any proper purpose incidental to the supplying water or sewer service. Additionally, safe access to the water meter shall be maintained at all times and prior to requesting any service line inspection, the property owner shall install such trench protection as may be appropriate or requested by the District.

- 2.1 Installation** Installation of mains and other public facilities shall be accomplished by the District or the property owner as determined by the Board to be in the best interests of the District. All costs associated with main and similar installations, including administrative costs and, if necessary, legal expenses, shall be borne by the property owner.
- 2.2 District Responsibility for Maintenance** The District is responsible for the operation and maintenance of the sewer and water system mains and facilities accepted as part of the public systems in a sound and economical manner in accordance with these Rules and Regulations, and State and Federal laws or policies.
- 2.3 Owner Maintenance of Service Lines & Curb Stops** The owner of every property served by the District's water and/or wastewater systems shall install and maintain service lines, curb stop or any other equipment connected to or appurtenant to the District's system properly and in a fashion which does not and is not likely to impact the public systems in a negative fashion. In case of violation of this provision, the District shall be entitled to make all necessary repairs and to assess the cost thereof to the property owner in the same fashion as other District fees and charges are assessed and to collect the same in accordance with statute 32-1-1101(1)(e). This remedy shall be in addition to any other remedy available to the District, and nothing herein contained shall obligate the District to make any particular repairs or inspections not otherwise required of it pursuant to its Rules and Regulations. Further, for purposes of this policy, all costs associated with a repair, including but not limited to operator time, administrative expenses and, if applicable, professional fees such as those incurred for engineering or legal services, shall be included in the costs of repairs.

**2.4 Liability**

All mains, apparatus, instruments, and materials which are part of the public water system, whether supplied by the District at its expense or installed by the property owner under the District's policies, will be and remain the property of the District. The District's facilities shall not be worked upon or interfered with by any unauthorized person. Every property owner shall be responsible for any damage to or loss of District's facilities and for injury to persons and other property, caused by or arising out of the acts, omissions or negligence of such property owner, his/her guests, invitees, agents, employees, or others on his/her behalf, or the misuse or unauthorized use of District's facilities by such property owner, his/her guests, invitees, agents, employees or others on his/her behalf. The District shall not be liable for injury to persons, damages to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, shortage of supply due to drought conditions, or any other causes and contingencies beyond its control.

**2.5 Indemnity to District**

The property owner shall hold the District harmless and indemnify it against all claims, losses, expenses, and liability, including costs and attorney's fees in connection with the property owner's liability as set forth above or for injury to persons or damage to property when such damage or injury results from or is occasioned by the property owner's service connection to the public water or sewer system, unless caused by the negligence or wrongful acts of District's agents or employees.

**2.6 Property  
Owner/Renter  
Responsibilities**

Under no circumstances shall the District be required to look to a renter for satisfaction of obligations arising out of the provision of services by the District, nor shall the District be bound by agreements between the property owner and its renter. Although the District may bill a renter as a courtesy, the property owner shall remain responsible for the payment of all fees and charges, for the repair and maintenance of all service lines and in-house equipment and apparatus, and for general compliance with these Rules and Regulations.

**2.7 Contractor Approval**

No person shall connect, disconnect, repair or otherwise work on any public water or sewer line or other facility without prior specific District authorization. Any request for such authorization shall include detailed plans, contractor, excavator or plumber qualifications, and such additional information as the District may request. Further, the District may withhold authorization to any contractor, plumber, excavator or other workman who has failed to establish or maintain his/her qualifications to the reasonable satisfaction of the District.

**3.1 Payment of Tap  
Fees**

The payment of a Tap Fee for water or sewer shall be considered an application and permit for installation of a tap in accordance with these Rules and Regulations. (See Appendix E for fee schedule.) Should the installation of such tap not be physically completed within one (1) year from the date of issuance, the permit shall expire and the fee shall be returned to the applicant less a Forfeiture Charge in the amount set forth in Appendix E, unless, within thirty (30) days from the expiration date, written application is filed with the Board of Directors for conversion to an inactive tap. Application for issuance of taps shall be on such forms as the District may require. (See Appendix F for Tap Application and Permit forms.)

**3.2 Inactive Water Tap**

At the time an application for an inactive water tap is submitted, the property owner shall pay the Tap Fee specified in Appendix E and until such time as service to the subject property is activated, the property owner shall pay the monthly inactive service charges set forth in Appendix E of the Rules and Regulations. The District shall commit to serve the property described under the application so long as the inactive service charges are paid in full in a timely fashion. At the time of activation of service(s), the property owner shall make written request therefor and shall pay any difference between the Tap Fee previously paid and Tap Fee in effect at the time of activation for each service, along with such other inspection charges as may be applicable. If the property owner fails to pay the inactive service charges in a timely fashion and in accordance with all applicable provisions of these Rules and Regulations, all charges and fees previously paid, including tap fees shall be forfeited to the District, and the District's commitment to serve shall terminate automatically without any further action.

**3.3 Irrigation Taps**

The Board may, from time to time, and based upon availability of water, sell irrigation water taps at the fees set forth in Appendix E and on such additional terms as the District may deem appropriate. Such taps may be issued on a temporary basis, in which case they shall entitle the property owner to receive water services for a specific period only.

**3.4 Winter Rules**

The Board may place a moratorium upon the installation of water or sewer taps during winter months to avoid damage to District facilities.

**3.5 Denial of  
Application**

The District reserves the right to deny application for service if in the judgment of the Board such connection of the District's system to applicant's existing facilities would constitute a health hazard.

**4.1 Powers and  
Authority of  
Inspection**

Any duly authorized Director, or employees or agents of the District bearing proper credentials and identification, or State or Federal inspectors shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with these Rules and Regulations or any State or Federal rules, regulations or policies.

**4.2 Inspection of  
Service Line  
Installations**

Service lines shall be inspected under the supervision of the District Operator or an authorized representative of the District prior to connection to the District systems. The applicant for the water or sewer service line connection permit shall notify the District when the service line is ready for inspection and connection to the public system. A line shall be deemed ready for inspection when the entire line from the building to the public system, the curb stop, valves and other appurtenances are entirely exposed and accessible and a trench box is in place. The property owner shall be assessed a fee as stated in Appendix E for such inspection, which shall be in addition to District fees currently in place for shut-off and reconnects and other District services. Further, as a penalty for violation of the policy, the greater of the fine amount stated in Appendix E, or the amount of the District's actual costs shall be imposed as a penalty upon any property owner who covers work prior to District inspection.



**5.1 Meters**

The owner of every property connected to the District's water system shall be required to install a meter on the service line of each separate structure served by the District water system. The meters must meet or exceed the specifications shown in Appendix C and must be purchased from the District. A shutoff valve and a backflow prevention device shall be installed ahead of each meter. Each meter shall be provided with a remote readout which shall be placed outside on the structure in a convenient location for monthly reading by District personnel. Each meter shall be installed at a protected location which will prevent the meter from freezing or suffering other damage, and ahead of any branch lines off the service line. Each meter installation is required to be inspected by a representative of the District at a charge set forth in Appendix E.

Meters not properly installed must be corrected at the property owner's expense and must be re-inspected by the District following corrective action taken. The District may also require an annual inspection of each meter by the District or its representative, at no charge, to assure that the meter is properly recording water usage, is not leaking, or otherwise improperly functioning. (Meter Inspection Form - Appendix G.)

Meters will be tested and maintained by the District and will be repaired or replaced if necessary, at no expense to the property owner, unless there is evidence of tampering or willful destruction. Meters remain property of the District.

**5.2 Inoperable Remote  
Meters & Meters**

When a remote meter is read and the usage has not changed from the previous reading, and/or it is discovered that the meter is not working, the property owner will be billed based on the average usage for the most recent six-month period during which the property was fully occupied.

**5.3 Curb Stop Valves**

A curb stop (shutoff) valve is required at or near the property line on each service tapped off the water main. The valve shall be maintained by the property owner and must be available to District personnel at all times. Property owners shall uncover any curb stop valve which may be covered with dirt, asphalt, or other surface material.

If the valve may be subjected to damage from traffic, the valve shall be protected with pipe and a cover which shall be visible at the surface. If the shutoff valve can not be located by the property owner, the District will assist in locating the valve at the rate and terms shown in Appendix E. Damaged valves shall be replaced at the expense of the property owner, unless damaged by the District.

- 6.1 Water & Sewer Service Inclusion Required** Except as provided herein, sewer and water service will be furnished only to property included within the District and subject to the Rules and Regulations of and to taxation by the District.
- 6.2 Property Inclusions or Exclusions** A formal request to the District shall be made by an applicant desiring to have his/her property either included in or excluded from the District, as the case may be, in accordance with Colorado Revised Statutes, Title 32, Article 1, Part 4.
- 6.3 Water & Sewer Service Outside District** The District may, if it seems advantageous to the District, furnish sewer and/or water service to properties located outside the boundaries of the District on such terms as the Board may deem appropriate, but under no circumstances shall the District construct any sewer or water mains at its own expense to service such properties.
- 6.4 Charges for Service Outside District** Charges for service provided to properties outside the District shall be established at the discretion of the Board, but no service shall be furnished to properties outside of the District unless the charge equals or exceeds the rate charged for the same service within the District plus the estimated mill levy for which such property would be responsible if it were a part of the District; and such property is also subject to all charges and fees applicable to properties within the boundaries of the District.

**7.1 Minimum Rates**

A minimum or base rate per ERU for water and/or sewer may be charged monthly in such amounts as are established by the Board of Directors from time to time. Except as provided for below, if base rates are in place, they shall apply uniformly to every structure with the service installed, whether the building is occupied or empty. The base rate for commercial customers shall be product of the base rate established for residential customers (the rate for a single ERU) multiplied by the number of ERU's attributed to such customer by the District. See Appendix E.

**7.2 Metered Rates**

Metered rates in such amounts as are established by the Board of Directors from time to time, may be charged based upon actual usage, and such charges shall be in addition to base rate charges, if any. See Appendix E.

**7.3 Unmetered Rates**

Customers receiving sewer service only will be charged the unmetered rate as shown in Appendix E unless the property owner installs a meter on his/her well in compliance with District specifications for meter installations. If a meter is installed, the billing will be based upon the gallons of well water used at the metered rates charged for sewer plus a base rate, if any. If the Board has reason to believe any user who has an unmetered private well is contributing more than the number of gallons stated in the unmetered rate in Appendix E, the Board may make an individual determination of the estimated gallons contributed, based upon the best available information, and bill accordingly.

**7.4 Differential Fees and Charges**

Whenever the District has installed mains and related facilities within areas not served or not adequately served by the public water system, the Board, in its discretion, may establish different rates, fees and charges for all new connections to and use of the water facilities within such areas, in addition to the regular Tap Fees and service charges assessed under these Rules and Regulations. The costs of furnishing such different water facilities, including all capital and interest or income expenses, may be prorated among the potential new users of such facilities on a tap equivalent basis or upon any other formula determined appropriate by the Board. Such proportionate costs may, in the Board's discretion, be assessed as an additional system development fee at the time of activation of service to the subject property and/or as ongoing service charges. Prior to the initiation of differential fees and charges, the Board shall establish by resolution specific rates, fees and charges for connection to and use of such different facilities and shall accurately describe the area subject thereto.

**7.5 Fire Hydrant  
Charges**

Where new fire hydrants are installed by the District, a fire hydrant charge shall be imposed, when applicable, for each new connection to the public water system in an amount determined by the Board to be proportionate to the costs of installation of such fire hydrant serving all existing and potential customers within a designated service area. (See Appendix E.)

**7.6 Inactive Service Fees**

A minimum or base rate per inactive ERU shall be charged monthly in such amounts as are established by the Board of Directors from time to time. This rate shall commence upon the District's receipt of a shutoff request and shall continue until services are reinstated.

**7.7 Other Charges**

The Board, from time to time, shall establish additional charges to be imposed to help defray operational costs such as plan reviews, inspections, account transfers, and disconnects or shut-offs. See Appendix E.

**7.8 Deposits**

The Board may impose a deposit or prepayment requirement as a condition of service, either upon the commencement of services or the any change in service. No interest shall be paid on amounts held by the District as a deposit or pre-payment. See Appendix E.

- 8.1 Billing and Due Dates** Statements for regular usage of the public systems shall be rendered at such intervals and the Board may deem appropriate and shall be due on the date set forth therein. Except as specifically provided by written agreement between the District and an owner, tap fees, inspection fees, turn-off and turn-on service fees, fees for water meter installation and initial meter reading, performance bonds and guarantees, funds estimated to cover the cost to the District associated with any construction, and all other fees and charges are due when application for such permit or approval is made, or the task requiring the fee or charge is initiated, whichever occurs first. Any fee or charge not paid in full by the stated due date shall be deemed past due and delinquent.
- 8.2 Late Charges** Interest and penalty fees shall be applied to all past due and delinquent accounts at the maximum rates allowed by law. Money paid on accounts which include interest and penalties fees shall be applied first to the interest and penalty fee. The balance, if any, shall be applied to the charges due. In aid of collection, the Board may discontinue service after providing written notice of intent to do so and the opportunity to cure. Upon discontinuance of service, all costs of discontinuing service (including labor and materials for installation of shutoff valves, if needed) will be added to the bill.
- 8.3 Additional Collection Activities** In addition to assessing delinquent penalties and discontinuing service, the District reserves the right to file liens against the property, to certify past due amounts to the County Treasurer to be collected as property taxes, or use other legal means for collecting as determined appropriate.
- 8.4 Water Turn Off** Water will be turned off or on at the curb when requested by the property owner at the charge shown in Appendix E and upon completion of such forms as may be requested by the District. A separate turn on charge shall be due and payable before water services are reinstated at the property.

**9.1 Commercial/Industrial  
ERU's**

9.1.1 New Commercial  
Industrial

Upon making application for services from the District, the District's Engineer shall determine whether an interceptor trap will be required and other design or construction that may have an impact upon the operation of the District. The District's Engineer also shall determine the minimum number of ERU's to be attributed to the customer based on the anticipated daily water usage, and the customer shall be required to purchase a water and a sewer tap for each ERU so attributed (except in the case of a new sewer-only commercial/industrial customer who shall be required to purchase sewer taps only). No partial ERU's shall be attributed, and in its calculation of the number of ERU' s to attribute to a customer, the District shall always round down. By way of example, if a commercial customer's usage is estimated to be 490 gallons of water per day, two ERU's will be attributed and the customer will be required to purchase two water Taps and two sewer Taps.

9.1.2 Existing Commercial/  
Industrial

ERU's shall be attributed to existing commercial/industrial customers based upon actual water usage over the most recent six months during which the property was fully occupied, so long as there has not been a change in occupancy during such period. If there has been a change in occupancy in the most recent six month period during which the property was fully occupied or the customer is a sewer-only, unmetered customer, the customer shall be treated as a new commercial/industrial customer for purposes of ERU attribution.

9.1.3 ERU Attribution  
Review

Notwithstanding anything herein to the contrary, the Board reserves the right to adjust ERU's where, in its sole discretion, the number of ERU's attributed to a customer do not represent a fair, reasonable and equitable attribution for the intended usage.

9.1.4 ERU Adjustment

If, upon review, the Board determines that an increase in the number of ERU's attributed to a customer is appropriate, the customer shall purchase additional Taps at the rate in place at the time the adjustment is made and base rate billing (if a base rate is in place) also shall be adjusted. In case of a decrease in the number of ERU's, the customer shall have the option of abandoning Taps and obtaining a reduction in the number of base rates charged or retaining its taps, regardless of water usage. In case of abandonment of Taps, no refund of Tap Fees will be made, and if additional Taps are required at a later date, they shall be purchased at the Tap Fee in effect at the time of the subsequent adjustment.

**9.2 Interceptor  
Evaluations**

The District shall review all plans for proposed and existing connections to the public sewer to determine whether or not installation of intercepting traps for such sewer connection will be required. If, in the opinion of the District Operator or Engineer, an intercepting trap is necessary to prevent grease, fats, petroleum products, sand, grit, or other deleterious substances from entering the public sewer system, the District shall have authority to specify kind, nature, and capacity of the intercepting trap to be installed before any connection permit is issued, and to require installation of such trap prior to connection with the public sewer system, and if presently connected, to require installation of such strap within ninety (90) days from written notice of required installation.

9.2.1 Design and As-Build  
Requirements

When a grease trap or other specified intercepting trap is required, the application shall provide a set of plans and specifications for the trap to the District and obtain the written approval of the District Engineer prior to installation or connection to the public system. Any variation from the plans or specifications as submitted shall be permitted only with written approval of the Engineer and shall be supplemented by an "as-built" design in the form required by the Engineer. Final inspection of the service connection by the District will include inspection of such trap.

9.2.2 Requirement of  
Grease Interceptor  
Traps

Installation of adequately sized and approved grease interceptors shall be required of every bar, tavern, restaurant, or other food preparation or service establishment, school, medical center, nursing home, meat cutting, hide curing, and of any other establishments capable of discharging large amounts of grease, fats, petroleum products, or other deleterious substances into the District's sewer system. All grease interceptors shall be located outside, on private property, and shall be easily accessible at all times for maintenance and inspection. All grease interceptors shall be cleaned regularly and maintained to insure proper function and capture grease and deleterious substances before the same enter the public sewer system. The responsibility and expense of cleaning and maintaining the interceptor shall rest with the owner of the property served by such trap. Access to the trap shall be available to the District Operator at all times.

9.2.3 Grease Trap  
Inspections

The District shall be entitled to inspect grease interceptors as well as maintenance and cleaning records, at such intervals as it deems appropriate. (See Appendix E for inspection fee.)

9.2.4 Proof of cleaning and  
Enforcement

In the event that the owner fails to properly maintain and operate such grease trap or other specified intercepting trap, the District shall have the authority to clean the same at the expense of the owner, or to disconnect the sewer service line upon five (5) days' written notice to the owner at the address of the property. All costs incurred by the District in connection with cleaning such trap or in disconnecting the service line shall constitute a perpetual lien against the subject property until paid.

9.2.5 Request for a Grease  
Trap Variance

In the event that an owner of property subject to this Section desires to seek a variance from the requirement for such grease trap or other specified intercepting trap, such owner shall submit a written application to the Board setting forth the owner's name; a description of the property in question with a street address therefor, the type of business and the nature of sewage discharged into the public sewer, the reasons this regulation should not be applied to such property; and a general description of any fixture or apparatus presently used on the premises to collect wastes prior to discharge into the public sewer system. The District Operator shall inspect such establishment and prepare a written report concerning sewage effluent discharged into the public sewer system from such property for Board review. The Board shall establish a date for a public hearing on the variance application and, after such public hearing, may grant a variance from these rules and regulations upon such terms and conditions as it may deem proper, or may deny such application. No variance shall be valid except for that specific establishment and to that person to whom the same is issued.



**10.1 Main Extension**

It shall be unlawful for any person to construct a sewer or a water main within the District without having first obtained District approval and having complied with the regulations of the District.

**10.2 Application for Main Extension**

An application for any extension of a public sewer main or a public water main shall be submitted by the applicant, upon forms provided by the District, to the Board of Directors for its consideration at a regular Board meeting. The application shall be complete and accompanied by a check, in an amount set forth in the application, as a preliminary deposit for engineering services related to the extension. After approval of the requested extension has been granted by the Board, a copy of such application will be referred to the District Engineer, who will prepare a preliminary cost estimate of the proposed extension. The applicant must then advise the District whether he/she wishes to proceed in accordance with the procedure set forth in this Section, and summarized in the application form, and if so, shall then submit additional deposits as required. When necessary, a commitment of rights-of-way or easements shall be provided to the District by the applicant prior to construction.

**10.3 Bids for Construction**

After approval of the preliminary cost estimate has been given by the applicant and after concurrent approval has been received from any other regulatory agency and/or governmental authority having jurisdiction over such extension, the Engineer will prepare all necessary plans, drawings, specifications, and bidding forms for the construction of the proposed extension. If the District participates in the funding of the proposed extension, the Board, in its discretion, shall determine whether public bids will be solicited for the work in accordance with relevant public bidding statutes. If the District does not participate in the funding of the proposed extension then, at the option of the District, the Engineer will solicit public or selective bids for the work or allow the applicant to negotiate its own contract for construction, subject to the continuing supervision of the Engineer and the District's approval of the plans and the contractor.

**10.4 Engineering & Supervision of Construction**

Unless an alternate process is approved in advance and in writing by the Board, all sewer main and water main extensions constructed within the District connecting to the public sewer system or the public water system shall be planned, designed, and engineered, and material and workmanship shall be specified, by the District's Engineer. Unless an alternative process is approved in writing and in advance by the board, all construction shall be under the general supervision and inspection of the District's Engineer, who will also determine any location, width, and extent of a required right-of-way not within public streets. The applicant shall fully comply with any and all requirements and specifications of the District or other matters decided by the Engineer.

**10.5 Contract**

Construction of the proposed extension shall be commenced only after the District has been provided with an authenticated copy of the subject contract, all guarantees and bonds required by the District on forms approved by the District in amounts deemed sufficient by the Board, a certificate of public liability and property damage insurance; a certificate showing compliance with the Workmen's Compensation Act of Colorado, a copy of "Intent to Excavate" filed with the State Industrial Commission, and all other requirements over which other governing bodies have jurisdiction. Colorado Revised Statutes Section 8-17.5-101 prohibits any political subdivision from entering into a public contract for services with any contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract. All contracts involving District funds shall include provisions and be administered as required by the aforementioned statute.

**10.6 Cost of  
Construction**

The applicant shall pay all costs for the construction of any main extension, including any applicable engineering fees, costs, or deposits, if any, for preliminary studies, administrative costs, and any cost or expense involved in acquiring easements or right-of-way as required by such main extension. In addition, the applicant shall pay the District for expenses incurred by it in preparing and recording easements, if applicable, and obtaining all required approvals for such extension, including any costs associated with application for site approval under Section 25-8-704, C.R.S., 1973.

**10.7 Acceptance**

No sewer main extension or water main extension shall be accepted by the District for ownership and maintenance and be considered part of the public system, nor will any Tap permit be issued unto the applicant, until satisfactory evidence is presented to the District by the District Engineer reflecting: full payment for all construction costs and required fees, the satisfactory raising of manholes to street level, and proper surfacing of streets, the assignment by the applicant of all rights in warranties, bonds, or guarantees effecting such sewer main, as required by the District, the formal conveyance of the necessary mains and/or easements therefor, and the filing with the District of two copies of "As Built" drawings.

**10.8 Board Approval of  
Sewer Main  
Extension**

Notwithstanding any provision of this Section, the District may, in its discretion, extend sewer mains and/or water mains under such conditions as the Board deems appropriate.

**10.9 District Projects**

Colorado statutes, including but not limited to those regarding bidding, bonding, progress payments and final payment, shall apply to all projects undertaken by or on behalf of the District.

**11.1 Source of Effluents**

In addition to all other limitations set forth under these rules and regulations, in no instance shall effluents be discharged into the public sewer system unless the same are from domestic, commercial, tax-exempt, or industrial users properly connected to the public sewer system.

**11.2 Manufacturing and Industrial Uses**

Manufacturers, meat processors, film processors, commercial processors, and industries are specifically prohibited from using the facilities of the District, unless the same have first obtained a special permit granted by the Board. Such permit shall define the conditions, limitations, and restrictions prescribed by the District, and the amount, category, and classification of fees and charges, if any, determined by the Board to be in the best interests of the District and the inhabitants thereof. Pretreatment of sewage prior to discharge into the District's facilities may be required at the discretion of the Board.

**11.3 Swimming Pools**

No public or private swimming pool shall be connected with the public sewer system without first obtaining a special permit from the District. Such permit shall define and specify the hour or hours during which waters may be discharged from such pool into the public sewer system; the size of outlets, traps, and other facilities; and any fees and charges.

**11.4 Wash Racks**

No drain accepting discharges from garages or wash racks for vehicles shall be connected to any service line without specific written approval from the Board. Users with wash racks shall install District approved intercepting traps in accordance with Section 10 Grease Interceptor Traps.

**11.5 Storm and Subsurface Waters**

It shall be unlawful for any person to discharge, or cause the discharge, of any storm water drainage into the public sewer system from ground, service, or roof drains, or subsurface water from foundation drains or sumps. Any person violating this Section shall be subject to immediate disconnection from the public sewer system, to fines and/or surcharges for such illegal discharges, and shall be liable to the District for its costs or damages incurred as a result of such illegal discharges.

**11.6 Disposal**

No person shall discharge any waste or materials into the public sewer system unless such discharge is made through a properly connected sewer service line.

**11.7 Requirements  
Regarding Deleterious  
Wastes**

Sewage delivered into the facilities of the District shall not:

- 11.7.1 Be of such quantity, quality, or other nature so as to create flammable or explosive conditions in such facilities;
- 11.7.2 Have a flash point lower than 187 degrees F., as determined by the Tagliabue (Tag.) close cup method.
- 11.7.3 Have a PH value lower than 6.0 or greater than 9.0, or otherwise contain chemical properties which are hazardous or capable of causing damage to any part of the system, to the public, or to District personnel;
- 11.7.4 Include any radioactive substance, except as otherwise hereinafter set forth, unless the District shall have given written consent to such discharge;
- 11.7.5 Include any garbage other than that received directly into the sewer system from ordinary residential-size disposals or grinders in dwellings, restaurants, hotels, stores, and institutions, by which such garbage has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in the public sewer, with no particle greater than one-half (1/2) inch in any dimension; or
- 11.7.6 Include night soil or septic tank pumpage, except by special written permission from the District and under such conditions as the District may stipulate in such permit.

**11.8 Prohibited Sewage  
and Wastes**

None of the following described sewage, water, substances, materials, or wastes shall be discharged into the District's sewer system:

- 11.8.1 Any solid or viscous materials which could cause an obstruction in flow within the sewers or which in any way could interfere with the treatment process, including as examples, but without limiting such general materials, significant proportions of ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, beer & distillery slops, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing bulk solids, snow, ice, and all other solid objects, material, refuse, & debris not normally contained in sanitary sewage;

- 11.8.2 Sludge or other material from sewage or industrial waste treatment plants, or from water treatment plants, except by special written permission from the District and under such conditions as the District may stipulate in such permit;
- 11.8.3 Water accumulated in excavation or accumulated as the result of grading, and water taken from the ground by well points, or any other drainage associated with construction;
- 11.8.4 Any liquid or vapor having a temperature higher than 150 degrees F., or exceeding any lower limit fixed by the District to prevent odor nuisance, where the volume of discharge represents a significant portion of the flow through a particular sewer;
- 11.8.5 Any water or wastes containing grease or oil or other substances that will solidify or become discernibly viscous at temperatures between 32 degrees F. and 150 degrees F.;
- 11.8.6 Any water or wastes containing emulsified oil or grease exceeding 75 parts per million or ether-soluble matter;
- 11.8.7 Any gasoline, benzine, naphtha, fuel oil, lubricating oil, or other flammable or explosive liquid, whether solid or gas;
- 11.8.8 Any wastes with phenolic compounds over 10 ppm, expressed as phenol;
- 11.8.9 Any wastes with sulfides over 10 ppm, expressed as hydrogen sulfide;
- 11.8.10 Any cyanides or compounds capable of liberating hydrocyanic acid gas over 2 ppm, expressed as hydrogen cyanide, from any individual outlet with the discharge of any cyanides in lesser amounts to be permitted only upon evidence of satisfactory and continuous control of such concentration and the volume of discharge;
- 11.8.11 Any wastes that contain a noxious, corrosive, or malodorous material or substance which (either singly or by reaction with other wastes) is capable of causing damage to the sewer system or to any part thereof, of creating public nuisance or hazard, or of preventing entry into the sewers for maintenance and repair;
- 11.8.12 Any wastes containing concentrated dye wastes or other wastes that are either highly colored or could become highly colored by reacting with any other wastes;

11.8.13 Any water or wastes containing a toxic or poisonous substance in sufficient quantity which may injure or interfere with any sewage treatment process, which may constitute a hazard to humans or to animals, or which may create any hazard in the waters which receive the treated or untreated sewage; the twenty-four (24) hour average concentration of certain toxic substances in sewage arriving at the point of connection to the sewer system of the District shall not exceed the following:

(1)	Iron (Fe)	15 ppm
(2)	Chromium (CR hexavalent)	5 ppm
(3)	Copper (Cu)	3 ppm
(4)	Zinc (Zn)	2 ppm

and the concentration at any time shall not exceed three (3) times the average concentration limits stated above;

11.8.14 Any water or wastes containing the discharge of acid, iron pickling wastes or plating solutions;

11.8.15 Any radioactive toxic isotopes of over 100 days' half life with the radioactive isotopes I-131 and P-32, as used in hospitals, not being prohibited if properly diluted at the source;

11.8.16 Any wastes which are unusual in composition (i.e., containing an extremely large amount of suspended solids or BOD); are high in dissolved solids such as sodium chloride, calcium chloride, or sodium sulfate; contain substances conducive to creating tastes or odors in drinking water supplies or otherwise make such waters unpalatable even after conventional water purification treatment; or are in any other way extremely unusual, unless the District determines that such wastes may be admitted to the sewer system, or shall be modified or treated before being so admitted; and

11.8.17 Any material or substance not specifically mentioned in this Section which is in itself corrosive, irritating to human beings and animals, toxic, noxious, or which by interaction with other wastes could produce undesirable effects, including deleterious action to the sewer system or on any part thereof; could adversely affect any treatment process; could constitute a hazard to humans or to animals; or could have an adverse effect upon the receiving stream.

**11.9 Other Prohibitions**

In addition to the foregoing, the following shall be prohibited:

- 11.9.1 No facility shall be used other than as stated in these Rules and Regulations or in a permit acquired from the District.
- 11.9.2 No sewer service line may be connected to either a septic tank or cesspool. If an existing service line shows excessive infiltration, such line may, in the Board's discretion, be disconnected from the public sewer system.
- 11.9.3 No unauthorized person shall uncover, make any connection with, or opening into, use, alter, or disturb in any manner any of the District's mains or facilities or appurtenances, without first obtaining a written permit from the District.
- 11.9.4 No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the system belonging to the District. Any person violating this provision shall be subject to immediate arrest under applicable State statutes.
- 11.9.5 Any wasteful use of water will be cause for the District to impose against such user a fine to be determined by the Board, or to discontinue water service to such user, or both. Pursuant to the District's adjudicated water rights, water usage in the District is limited to in-house use only. Use of water in violation of the District's adjudicated water rights, including, but not limited to, outside irrigation, street washing, car washing, or other outside uses is prohibited.
- 11.9.6 Cross-connections between private wells and water lines attached to the District's water supply are prohibited. Exceptions may be made only with the consent of the District when approved protective devices are installed and annual inspections of these devices are made and reports of inspections filed with the District.



- 11.9.7                    The diversion of water is prohibited, and the existence of water consuming devices installed ahead of the meter, or any tampering or interfering with pipes, devices, or equipment connected to the public water system, or any damage or alteration to, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of water without its proper registration on the meter serving the subject property, shall constitute prima facie evidence of diversion of water by the property owner, or by the person benefiting from the use of such diverted water. In the event that a District check meter registers more water over a corresponding interval of time than does the meter installed at the customer's premises after such meter shall have been tested and found to be registering within reasonable limits of accuracy, such fact shall also constitute prima facie evidence of diversion of water.
- 11.9.8                    Water service supplied by the District is for the exclusive use of the District's customer, consequently, the customer shall not be permitted to resell the same to any other person or persons for use on any other premises. The District reserves the right to refuse to furnish water service to any customer where the purchase of such service is for the purpose of resale.

**12.1 Violations of Rules &  
Regulations**

Any person violating any of the provisions of this Section shall become liable to the District for any expense, loss or damage occasioned by reason of such violation, and may be assessed a fine for such violation as set forth in Appendix E. The District may pursue such additional remedies, such as refusal of service, as the Board may deem necessary or advisable in the circumstances and it may condition service upon full payment of all fines and delinquencies as well as upon the correction of any violation. Remedies available to the Board shall be cumulative.

**13.1 General Authority**

These Rules and Regulations are adopted in accordance with the authority conferred in Title 32, Article 1 of the Colorado Revised Statutes, by the Will-O-Wisp Metropolitan District Board of Directors, a political subdivision of the State of Colorado and a quasi-municipal corporation with all the powers thereof which are specifically granted to the District, or are necessary or incidental to or implied from powers specifically granted by statute, constitution or other law, for carrying out the objectives and purposes of the District. These Rules and Regulations shall be considered a comprehensive set of Rules and Regulations governing certain aspects of the control, management and operation of the Will-O-Wisp Metropolitan District. It should be noted, however, that not every conceivable aspect of the control, management and operation of the District and its systems is covered in these Rules and Regulations, and that the Board of Directors of the District reserves the right to make rulings concerning matters not covered herein as and when appropriate, in the opinion of the Board.

**13.2 Right to Discontinue  
Service**

In every case where the District furnishes service or services outside the District, the District reserves the right to discontinue such service when, in the judgment of the Board, it is for the best interest of the District to do so.

**13.3 Request for a Water  
or Sewer Variance**

Where, by reason of slope, distance, the availability of elements or other exceptional topographic conditions or other extraordinary and exceptional situation or condition relating to the property to be served, the strict application of these Rules and Regulations would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon the owner of such property, the Board may authorize a variance from the strict application of these Rules and Regulations on such terms as it may see fit; provided however, that such relief may be granted only without detriment to the public good, without substantially impairing the intent and purpose of these Rules and Regulations, and upon the affirmative vote of at least three members of the Board of Directors. Further, such relief shall be granted only upon written application therefore which includes a clear showing by the applicant, to the satisfaction of the Board, that grounds for a variance exist. Additionally, no variance shall be granted where the special conditions and circumstances result from the actions or inactions of the applicant and thus constitute a self-imposed hardship.

**13.4 Amendment**

The Board of Directors shall have authority to make, amend and repeal these rules and regulations at any regular meeting of the Board or at any special meeting called for that purpose.

I hereby submit my written plans (stamped by a licensed Colorado professional engineer) and make application to the Will-O-Wisp Metropolitan DISTRICT ("District") for a permit for construction of a public sewer main and agree to the following terms and conditions:

Property to be served: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Lots: \_\_\_\_\_ Parcels: \_\_\_\_\_ Units: \_\_\_\_\_

Street address: \_\_\_\_\_

Type of Service (if commercial, describe nature of occupancy and Gross Leasable Area): \_\_\_\_\_

I understand and agree:

1. An application deposit in the amount of \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ per estimated linear feet of sewer main to be constructed is due and payable with this application. The District will use this amount to obtain a review of Applicant's plans and specifications and an estimate of inspection and, if applicable, testing costs for the proposed main during construction and after substantial completion and completion. If the application deposit set forth above is insufficient to cover the District's actual costs in connection with this work and with any requested plan revisions, Applicant shall pay the difference to the District within ten (10) days of receipt of an invoice for the same, regardless of whether or not a permit is issued.
2. Issuance of a permit shall be contingent upon:
  - a. Written approval of Applicant's plans and specifications by the District's engineers;
  - b. Payment of all amounts due pursuant to paragraph 1, above;
  - c. Deposit with the District of the amounts estimated by the District engineer's estimate of inspection and, if applicable, testing costs for the proposed main during construction and after substantial completion plus an amount equal to \_\_\_\_\_ % of the estimated project cost to cover the District's other administrative and legal expenses. If this deposit amount is insufficient to cover the District's actual costs in connection with the project, Applicant shall pay the difference to the District within ten (10) days of receipt of an invoice for the same;
  - d. Submission of fully executed written easements to the District granting the District access rights to the main during and after construction on such forms as the District shall provide, along with a written O&E (owner's and encumbrances) report from a Colorado title company for each parcel of land over which the easements shall run; and
  - e. A written list of all excavators/contractors to be used on the project as well as contact information for Applicant's project representative. Only District-approved excavators/contractors may install sewer infrastructure.
3. Prior to acceptance of any main or the connection of any structure to the public sewer system, Applicant shall provide to the District:
  - a. As-built drawings and written approval of the completed project from the District engineer (which will require, among other items, that all manholes have been raised to street level and streets are properly repaired/surfaced);
  - b. Lien waivers reflecting full payment for all construction costs (labor and materials);
  - c. Assignment of all warranties, bonds or guarantees effecting the main and, if deemed insufficient by the District, a written one year warranty for the main accompanied by a labor and materials bond in an amount deemed reasonable by the District;
  - d. Written dedication of the mains to the District in such form as the District shall provide; and
  - e. If lift stations are part of the project, a written agreement (to be recorded in the real estate records) in such form as the District shall provide whereby the District is held harmless in connection with all lift station operations.

NOTE: ISSUANCE OF A DISTRICT PERMIT SHALL NOT RELIEVE THE APPLICANT FROM THE NEED TO OBTAIN SUCH ADDITIONAL PERMITS AS MAY BE REQUIRED BY OTHER GOVERNMENTAL ENTITIES. ADDITIONAL REQUIREMENTS ARE SET FORTH IN THE DISTRICT'S RULES AND REGULATIONS. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO SUPERCEDE OR ENTITLE ANY PERSON TO OBTAIN SERVICES FROM THE DISTRICT EXCEPT IN ACCORDANCE WITH ITS RULES AND REGULATIONS, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. THE DISTRICT DOES NOT ACCEPT DEDICATION OF LIFT STATIONS OR MAINTAIN LIFT STATIONS. UPON ACCEPTANCE BY THE DISTRICT, THIS APPLICATION SHALL BECOME A

CONTRACT BETWEEN THE DISTRICT AND APPLICANT AND SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

Applicant: \_\_\_\_\_  
Applicant's Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR DISTRICT AND DISTRICT ENGINEER'S USE ONLY**  
**APPLICATION INFORMATION**

Contractor \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Excavator \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_ Lic. No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Material & Size: \_\_\_\_\_

Installation Summary: \_\_\_\_\_

Number of Manholes: \_\_\_\_\_ Connecting at District Manhole No. \_\_\_\_\_

Lift Station \_\_\_\_\_ Location: \_\_\_\_\_

Length: Main line sewer pipe \_\_\_\_\_ Number of service connections \_\_\_\_\_

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

Geotechnical Testing Company \_\_\_\_\_ Jetting and Camera Company: \_\_\_\_\_

Application Deposit \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

Inspection Deposit \$ \_\_\_\_\_ Testing Fees: \$ \_\_\_\_\_

Testing Deposit \$ \_\_\_\_\_ Administrative Fees: \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_ **Date Paid** \_\_\_\_\_

Easements: \_\_\_\_\_ Recording Info: \_\_\_\_\_

**APPLICATION APPROVAL**

APPROVED BY \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

**PROJECT INFORMATION: attach copies of all inspection,  
testing reports/logs, and final accounting**

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

Anticipated Completion Date: \_\_\_\_\_

Final Inspection Date: \_\_\_\_\_

Comments: \_\_\_\_\_

As-builts Received: \_\_\_\_\_

Lien Waivers Received \_\_\_\_\_

Warranty Trans. Received: \_\_\_\_\_

Bond: \$ \_\_\_\_\_ Received \_\_\_\_\_

Recording Information on Hold Harmless Agreements: \_\_\_\_\_

Recording Information on Dedication Deed: \_\_\_\_\_

Additional fees due: \$ \_\_\_\_\_

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

Notes:

I hereby submit my written plans (stamped by a licensed Colorado professional engineer) and make application to the Will-O-Wisp Metropolitan DISTRICT ("District") for a permit for construction of a public sewer main and agree to the following terms and conditions:

Property to be served: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Lots: \_\_\_\_\_ Parcels: \_\_\_\_\_ Units: \_\_\_\_\_

Street Address: \_\_\_\_\_

Type of Service (if commercial, describe nature of occupancy and Gross Leasable Area): \_\_\_\_\_

I understand and agree:

1. An application deposit in the amount of \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ per estimated linear feet of sewer main to be constructed is due and payable with this application. The District will use this amount to obtain a review of Applicant's plans and specifications and an estimate of inspection and, if applicable, testing costs for the proposed main during construction and after substantial completion and completion. If the application deposit set forth above is insufficient to cover the District's actual costs in connection with this work and with any requested plan revisions, Applicant shall pay the difference to the District within ten (10) days of receipt of an invoice for the same, regardless of whether or not a permit is issued.
2. Issuance of a permit shall be contingent upon:
  - a. Written approval of Applicant's plans and specifications by the District's engineers;
  - b. Payment of all amounts due pursuant to paragraph 1, above;
  - c. Deposit with the District of the amounts estimated by the District engineer's estimate of inspection and, if applicable, testing costs for the proposed main during construction and after substantial completion plus an amount equal to \_\_\_\_\_% of the estimated project cost to cover the District's other administrative and legal expenses. If this deposit amount is insufficient to cover the District's actual costs in connection with the project, Applicant shall pay the difference to the District within ten (10) days of receipt of an invoice for the same;
  - d. Submission of fully executed written easements to the District granting the District access rights to the main during and after construction on such forms as the District shall provide, along with a written O&E (owner's and encumbrances) report from a Colorado title company for each parcel of land over which the easements shall run; and
  - e. A written list of all excavators/contractors to be used on the project as well as contact information for Applicant's project representative. Only District-approved excavators/contractors may install sewer infrastructure.
3. Prior to acceptance of any main or the connection of any structure to the public sewer system, Applicant shall provide to the District:
  - a. As-built drawings and written approval of the completed project from the District engineer (which will require, among other items, that all manholes have been raised to street level and streets are properly repaired/surfaced);
  - b. Lien waivers reflecting full payment for all construction costs (labor and materials);
  - c. Assignment of all warranties, bonds or guarantees effecting the main and, if deemed insufficient by the District, a written one year warranty for the main accompanied by a labor and materials bond in an amount deemed reasonable by the District;
  - d. Written dedication of the mains to the District in such form as the District shall provide; and

NOTE: ISSUANCE OF A DISTRICT PERMIT SHALL NOT RELIEVE THE APPLICANT FROM THE NEED TO OBTAIN SUCH ADDITIONAL PERMITS AS MAY BE REQUIRED BY OTHER GOVERNMENTAL ENTITIES. ADDITIONAL REQUIREMENTS ARE SET FORTH IN THE DISTRICT'S RULES AND REGULATIONS. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO SUPERCEDE OR ENTITLE ANY PERSON TO OBTAIN SERVICES FROM THE DISTRICT EXCEPT IN ACCORDANCE WITH ITS RULES AND REGULATIONS, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. THE DISTRICT DOES NOT ACCEPT DEDICATION OF LIFT STATIONS OR MAINTAIN LIFT STATIONS. UPON ACCEPTANCE BY THE DISTRICT, THIS APPLICATION SHALL BECOME A CONTRACT BETWEEN THE DISTRICT AND APPLICANT AND SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

Applicant: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

FOR DISTRICT AND DISTRICT ENGINEER'S USE ONLY  
APPLICATION INFORMATION

Contractor \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Excavator \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_ Lic. No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Material & Size: \_\_\_\_\_

Installation Summary: \_\_\_\_\_

Number of Manholes: \_\_\_\_\_ Connecting at District Manhole No. \_\_\_\_\_

Pump Station \_\_\_\_\_ Location \_\_\_\_\_

Length: Main line sewer pipe \_\_\_\_\_ Number of service connections \_\_\_\_\_

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

Geotechnical Testing Company \_\_\_\_\_ Pressure Testing Company: \_\_\_\_\_

Application Deposit \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

Inspection Deposit \$ \_\_\_\_\_ Testing Fees: \$ \_\_\_\_\_

Testing Deposit \$ \_\_\_\_\_ Administrative Fees: \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_ **Date Paid** \_\_\_\_\_

Easements: \_\_\_\_\_ Recording Info: \_\_\_\_\_

**APPLICATION APPROVAL**

APPROVED BY \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

**PROJECT INFORMATION: attach copies of all inspection,  
testing reports/logs, and final accounting**

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

Anticipated Completion Date: \_\_\_\_\_

Final Inspection Date: \_\_\_\_\_ Comments: \_\_\_\_\_

As-builts Received: \_\_\_\_\_ Lien Waivers Received \_\_\_\_\_

Warranty Trans. Received: \_\_\_\_\_ Bond: \$ \_\_\_\_\_ Received \_\_\_\_\_

Recording Information on Hold Harmless Agreements: \_\_\_\_\_

Recording Information on Dedication Deed: \_\_\_\_\_

Additional fees due: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Notes:



**WATER METERS**

1. Trident 10 with pulsar RM as manufactured by Neptune Company or equal.
2. AWWA C700-77
3. Nutating disk, positive displacement type with remote.
4. Provide meter mounted pulse generator, two-wire #22 AWG cable & remote totalizer.

**WATER METER INSTALLATION**

Water meters installed on water services connected to the WOW water system shall meet the following requirements:

1. The meter shall be of the type and size specified by the District.
2. The installation must be leaktight.
3. The installation must provide an upstream shutoff valve of high quality and low pressure loss.
4. A backflow preventer of a type and size approved by the Will-O-Wisp Metropolitan District must be installed downstream of the meter.
5. The meter must be installed in a horizontal plane.
6. The meter must be reasonably accessible for service and inspection and must be protected against frost, mechanical damage and tampering.
7. The remote read-out device must be installed in a location that permits easy access for reading and is not subject to damage.

**RESIDENTIAL SERVICE LINES**

1. Water service lines shall be a minimum of 3/4" type K copper water tube. Six foot minimum cover shall be maintained over the line.
2. If less than 100 feet in length, the service line must be of continuous (unspliced) copper piping.
3. Sewer service lines shall be a minimum of 4" PVC pipe type SDR35 or better. A minimum of 2 foot cover shall be maintained over the lines unless impractical because of grade restrictions. If the line has less than 2 foot of cover, it will require additional protection as directed by the District engineer.

**COMMERCIAL SERVICE LINES**

All commercial service lines shall be constructed in accordance with plans and specifications approved in advance and in writing by the District engineer.

I hereby authorize \_\_\_\_\_  
to do the following work within the Will-O-Wisp Metropolitan District:

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\_\_\_\_\_  
District Operator

*Amended and restated June 8, 2022.*

**WATER/WASTEWATER**

Water & Sewer Combined Tap (per ERU) Fee .....	<u>\$35,000.00</u>
Inactive Tap (per ERU) Fee.....	\$ _____
Tap Forfeiture Charge .....	<u>\$5,000.00</u>
Fire Hydrant Charge .....	\$ _____
Water Service Line and Connection Inspection Fee.....	<u>\$100.00 per hour</u>
Water Meter Installation Inspection Fees .....	<u>\$100.00 per hour</u>
Re-inspection Fees.....	<u>\$100.00 per hour</u>
base charge to which will be added any and all actual expenses and charges.	
Water Valve Shutoff Locate .....	<u>\$100.00 per hour</u>
base charge to which will be added any and all actual expenses and charges.	
Turn-Off Charge (seasonal, delinquency, etc.).....	\$ _____ 100.00
Turn-On charge (seasonal, delinquency, etc.) .....	\$ _____ 100.00
Monthly Base Rate (per ERU).....	\$ _____ 82.00
Monthly Inactive Status Charge (per ERU).....	\$ _____ 41.00/month
Sewer Tap only (per ERU) Fee .....	\$ _____ 17,500.00
Sewer Service Line and Connection Inspection Fee .....	<u>\$100.00 per hour</u>
Sewer Meter Installation Inspection Fees.....	<u>\$100.00 per hour</u>
Grease Trap Inspection Fee .....	<u>\$100.00 per hour</u>
Re-inspection Fees.....	<u>\$100.00 per hour</u>
base charge to which will be added any and all actual expenses and charges.	
Water Valve Shutoff Locate .....	<u>\$100.00 per hour</u>
base charge to which will be added any and all actual expenses and charges.	
Turn-Off Charge (seasonal, delinquency, etc.).....	\$ _____ 100.00
Turn-On Charge (seasonal, delinquency, etc.) .....	\$ _____ 100.00

**OTHER**

Inclusion Fee..... \$10,000.00

Exclusion Fee: As determined by the District Board on a case-by-case basis.

Minimum Fine for Violations of District Rules and Regulations,  
Covenants and/or Water Decree  
\$100.00 (first occurrence);\$500.00 (second occurrence); water shut off or other amount in the discretion of the Board of Directors (third occurrence and thereafter)

Deposit Requirements..... 100%

NOTE: ALL FINES SHALL INCLUDE THE MINIMUM FINE SET FORTH ABOVE PLUS ANY ACTUAL COSTS INCURRED BY THE DISTRICT, INCLUDING ATTORNEY'S FEES, IF APPLICABLE. ALL TAPS AND SERVICES ARE SUBJECT TO THE DISTRICT'S RULES AND REGULATIONS, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. PLEASE REQUEST A COPY OF THE CURRENT RULES AND REGULATIONS TO FAMILIARIZE YOURSELF WITH DISTRICT REQUIREMENTS.

**Will-O-Wisp Metropolitan  
District Rules & Regulations**

**Appendix F  
Application for Tap(s) & Permit**

To: Board of Directors, Will-O- Wisp Metropolitan District

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

I/we wish to apply for the following taps:

Number each	Type	Size	Tap fee each	Total \$
	Water			
	Sewer			
Enclosed check no.:			Total Amount:	\$
Account name:		Bank name:		

Location (legal description) of property: \_\_\_\_\_

Rural address of property: \_\_\_\_\_

Owner's name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Planned property use: \_\_\_\_\_

**NOTE:**

- IF COMMERCIAL USE IS PLANNED, ADDITIONAL REQUIREMENTS WILL APPLY.
- ADDITIONAL FEES WILL BE PAYABLE FOR METERS, INSPECTIONS, AND, IF NECESSARY, REINSPECTIONS.
- PLEASE CALL SEVERAL DAYS IN ADVANCE TO SCHEDULE REQUIRED INSPECTIONS.
- ONLY DISTRICT-APPROVED CONTRACTORS MAY TAP INTO PUBLIC WATER OR SEWER MAINS. ALL CONNECTIONS MUST BE INSPECTED BY THE DISTRICT BEFORE THE WORK AREA IS COVERED.
- TAP INSTALLATION MUST BE MADE WITHIN ONE (1) YEAR OF APPROVAL OR FEES WILL BE FORFIETED TO THE DISTRICT. A ONE (1) YEAR EXTENSION MAY BE CONSIDERED BY THE DISTRICT BOARD OF DIRECTORS UPON WRITTEN REQUEST.**
- THE REQUIREMENTS SET FORTH ABOVE ARE NOT EXHAUSTIVE. ALL TAPS AND SERVICES ARE SUBJECT TO THE DISTRICT'S RULES AND REGULATIONS, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. PLEASE REQUEST A COPY OF THE CURRENT RULES AND REGULATIONS TO FAMILIARIZE YOURSELF WITH DISTRICT REQUIREMENTS.

Estimate date of tap installation: \_\_\_\_\_

Estimated date service is to begin: \_\_\_\_\_

I/we have read the foregoing and hereby make application in accordance with the Rules and Regulations of the Will-O-Wisp Metropolitan District.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

*RETURN ORIGINAL TO DISTRICT - KEEP COPY FOR YOUR RECORDS*

For Will-O-Wisp Metropolitan District Use Only

Permit approved and fees paid:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Connection inspected:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Property Owner:		Meter #:
Occupant:		Account #:
Address		

Inspection Date		Inspector:	
Purpose:	Installation:	Annual:	Other:
Meter Reading:		Remote Reading:	
Description	Okay	Repair	Remarks:
Meter			
Backflow Device			
Shutoff Valve			
Curb Stop Valve			
Remote Readout			
Location of Meter:			
Inspector's Comments:			
Occupant/Property Owner Comments:			
Signature (Occupant/Owner):			
Reinspection scheduled for:			
Meter reading verified with billings:			
Reviewed by:			