



ORDINANCE NO. 2

SEWER ORDINANCE

**AN ORDINANCE ESTABLISHING RATES, RULES
AND REGULATIONS FOR SEWER SERVICE BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

As passed on April 14, 2010



TABLE OF CONTENTS

ARTICLE 1 - GENERAL PROVISIONS 8

1.01 Short Title..... 8

1.02 Enabling Statutes..... 8

1.03 Enterprise..... 8

1.04 Separability..... 8

1.05 Posting..... 8

1.06 Relief on Application..... 8

1.07 Relief on Own Motion..... 8

1.08 Violations and Penalties..... 9

1.09 Ruling Final..... 9

ARTICLE 2 - DEFINITIONS 9

2.01 Additional Definitions..... 9

2.02 Administrative / Customer Service Account Charge..... 9

2.03 Agent..... 9

2.04 Applicant..... 9

2.05 Application..... 9

2.06 Billing Period..... 9

2.07 Board..... 10

2.08 Building..... 10

2.09 Building Sewer..... 10

2.10 Capacity Adjustment Factor..... 10

2.11 Capital Improvement Charge..... 10

2.12 Combined Sewer..... 10

2.13 Commercial Unit..... 10

2.14 Communal Sewer..... 10

2.15 Contractor (Agent)..... 11

2.16 County..... 11

2.17 Customer..... 11

2.18 Date of Presentation..... 11

2.19 Developer..... 11

2.20 Development..... 11

2.21 Director of Public Works..... 11

2.22 District..... 11

2.23 District Engineer..... 11

2.24 Fixed Charge..... 11

2.25 Garbage..... 12

2.26 General Manager..... 12

2.27 Inspector..... 12

2.28 Law..... 12



2.29	Legal Entitlement.	12
2.30	Living Unit.	12
2.31	Main Extension/Capacity Enhancement	12
2.32	Metered Service.	12
2.33	Outside Sewer.	12
2.34	Permanent Service.	12
2.35	Permit.	13
2.36	Person.	13
2.37	Plumbing Fixture.	13
2.38	Premises.	13
2.39	Private Sewer.	13
2.40	Private Sewer Delivery System.	13
2.41	Public Right of Way.....	13
2.42	Public Sewer.	13
2.43	Publicly Owned Wastewater Treatment Plant/Treatment Plant.	13
2.44	Sanitary Sewer.	14
2.45	Service Classifications.	14
2.46	Service Connection.	14
2.47	Service Size for Billing Purpose	14
2.48	Sewer.	14
2.49	Sewerage.	15
2.50	Storm Sewer.	15
2.51	Storm Water.....	15
2.52	Treatment Plant.	15
2.53	Treatment Works/Sewerage.	15
2.54	Variable Cost.	15
2.55	Waste.	15
2.56	Wastewater.	15
 ARTICLE 3 - GENERAL RULES.....		15
3.01	Rules and Regulations.	15
3.02	Purpose.	16
3.03	Violation Unlawful.	16
3.04	Protection from Damage.....	16
3.05	Violation.	16
3.06	Notices to Customers.	16
3.07	Notices from Customers.	16
3.08	Public Nuisance.....	17
3.09	Disconnection.	17
3.10	Means of Enforcement Only.	17
3.11	Liability for Violation.	17
3.12	Permits and Fees.....	17



3.13	Responsibility for Loss or Damage.....	17
3.14	Uniform Plumbing Code/ IAPMO.....	18
ARTICLE 4 - SEWER DEPARTMENT.....		18
4.01	Creation.....	18
4.02	General Manager.....	18
4.03	Director of Public Works.....	18
4.04	Inspections.....	19
4.05	Performance of Duties.....	19
4.06	Consolidations.....	19
4.07	Consequences of Denial of Entry or Access.....	19
4.08	Violation.....	20
ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED.....		20
5.01	Disposal of Wastes.....	20
5.02	Treatment of Wastes Required.....	20
5.03	Unlawful Disposal.....	20
5.04	Occupancy Prohibited.....	20
5.05	Sewer Required.....	20
ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE.....		21
6.01	Application.....	21
6.02	Forms of Application.....	22
6.03	Undertaking of Applicant.....	22
6.04	Individual Liability for Joint Service.....	22
6.05	Change in Customer's Equipment or Operations.....	22
6.06	Special Cases.....	23
6.07	Payment for Previous Service, Special Assessments, Ad Valorem Taxes, Recreational Revenue Charges and Assessments.....	23
6.08	Establishment of Credit.....	23
6.09	Re-establishment of Credit.....	23
6.10	Amount to Establish or Reestablish Credit.....	23
6.11	Applicability to Unpaid Accounts.....	23
6.12	Return of Deposits.....	24
6.13	Connection to System Required Within 540 Days of Application.....	24
6.14	Changes in Use or Uses of Served Property.....	24
6.15	Connection Charges.....	24
ARTICLE 7 - APPLICATION FOR REGULAR SEWER SERVICE WHEN MAIN EXTENSION OR CAPACITY ENHANCEMENT REQUIRED.....		25
7.01	Application.....	25



7.02	Investigation.	25
7.03	Ruling.	25
7.04	District Lines.	25
7.05	District Extension.	25
7.06	Determination.	25
7.07	Refund Agreement.	25
7.08	Extension by Customer.	26
7.09	Point of Connection.	26
7.10	Additional Components Required.	26
7.11	No Obligation by District.	26
7.12	All Costs to be Borne by Customer.	26
ARTICLE 8 - PUBLIC SEWER		26
8.01	Extensions.	26
ARTICLE 9 - BUILDING SEWERS, PRIVATE SEWER DELIVERY SYSTEMS, AND CONNECTIONS		28
9.01	Permit Required.	28
9.02	Construction Requirements.	28
9.03	Size and Slope.	28
9.04	Separate Sewers.	28
9.05	Old Building Sewers.	28
9.06	Cleanouts.	28
9.07	Individual Sewage Pump Stations.	29
9.08	Service Connections.	29
9.09	Backflow Prevention Devices.	29
9.10	Maintenance.	29
9.11	Connection to Public Sewer.	30
9.12	Protection of Excavation.	30
9.13	Maintenance of Building Sewer.	30
9.14	Testing.	31
9.15	Modification of Time-Frame.	32
ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION		32
10.01	Permit Required.	32
10.02	Plans, Profiles and Specifications Required.	32
10.03	Easements or Rights-of Way.	32
10.04	Mitigation of Encroachments onto Easements and Rights of Way.	33
10.05	Persons Authorized to Perform Work.	33
10.06	Grade Stakes.	33



10.07	Compliance with Local Regulations.	33
10.08	Protection of Excavation.	33
10.09	Design and Construction Standard.....	34
10.10	Completion of Sewer Required.	34
ARTICLE 11 - USE OF PUBLIC SEWERS.....		34
11.01	Drainage into Sanitary Sewers Prohibited.....	34
11.02	Combined Sewers.....	34
11.03	Required Use of Grease Traps and Interceptors.....	34
11.04	Limitations on the Use of Garbage Grinders.	35
11.05	Maintenance of Pretreatment Facilities.....	35
11.06	Preliminary Treatment of Wastes.	35
11.07	Measurements and Tests.....	36
11.08	Types of Wastes Prohibited.	36
11.09	Limitations on Wastewater Strength.	37
11.10	Swimming Pools.	37
11.11	Limitations on Point of Discharge.	37
11.12	Cleaning of sewers within Common Interest, Commercial and Multi-Unit Developments	37
ARTICLE 12 - PERMITS AND FEES.....		38
12.01	Permit Required.	38
12.02	Application for Permit.....	38
12.03	Compliance with Permit.	38
12.04	Agreement.	38
12.05	All Work to be Inspected.....	38
12.06	Notification.....	39
12.07	Correction of Work.....	39
12.08	All Costs Paid by Owner.	39
12.09	Outside Sewers.....	39
12.10	Permit Optional.	39
12.11	Special Outside Agreements.	39
12.12	Street Excavation Permit.	39
12.13	Liability.....	40
12.14	Final Inspection.....	40
ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE		40
13.01	Capital Improvement Charge.	40
13.02	Sewer System Repair Fund.	40
13.03	Unimproved Parcels.....	40
ARTICLE 14 - BILLING AND COLLECTION.....		40



14.01	Billing.....	40
14.02	Opening and Closing Bills.....	41
14.03	Billing Time.....	41
14.04	Penalties.....	41
14.05	Represents Lien on Property.....	41
14.06	Collection by Suit.....	41
14.07	Collection With Utility Charges of District.....	41
14.08	Discontinuance of Service upon Delinquency.....	41
14.09	Checks and Electronic Funds Transfers (EFT) not Honored by Bank.....	41
14.10	Service Charges.....	42
14.11	Outside Users.....	42
14.12	Multi-Unit Residential Accounts.....	42
14.13	Call-Out Service Charges.....	42
14.14	Disputed Bills.....	42
14.15	Policy for Appeal for Relief from Excessive Sewer Charges.....	43
ARTICLE 15 - DISCONTINUANCE OF SERVICE.....		43
15.01	Customer's Request for Discontinuance of Service.....	43
15.02	Customers Request for Shut Off and Turn On of Service.....	44
15.03	For Nonpayment of Bills.....	44
15.04	For Noncompliance with Rules.....	44
15.05	For Infiltration or Illegal Connections.....	44
15.06	For Unsafe Apparatus or Where Service is Detrimental or Damaging to the District or its Customers.....	44
15.07	For Fraudulent Use of Service.....	44
15.08	Restoration of Service.....	45
15.09	Refusal to Serve.....	45
Exhibit A: Schedule of Sewer Service Charges.....		46
Exhibit B: Schedule of Sewer Connection Charges.....		47
Exhibit C: Miscellaneous Fee Schedule.....		48



ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title.

This ordinance may be cited as "Incline Village General Improvement District Sewer Ordinance."

1.02 Enabling Statutes.

This ordinance is adopted pursuant to NRS 318.170, 318.197, and 318.205, together with NRS 318.100 through 318.101, 318.116 (10), 318.140, 318.145, 318.175, and 319.199.

1.03 Enterprise.

The District will furnish a system, plant, works and undertaking used for and useful in the collection, treatment and disposal of domestic wastewater and industrial waste for the District, including all parts of the enterprise, all appurtenances thereto, and lands, easements, rights in land, contract rights and franchises.

1.04 Separability.

If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

1.05 Posting.

The adoption of this ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in accordance with the State of Nevada open meeting law, NRS 241, Section 020, pertaining to posting requirements.

1.06 Relief on Application.

- A. When any person, by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises.
- B. If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

1.07 Relief on Own Motion.

The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premises during the period of such special circumstances or any part thereof.



1.08 Violations and Penalties.

- A. Violations.** It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any plumbing or permit the same to be done in violation of this code.
- B. Penalties.** Any person, firm, or corporation violating any provision of this code shall be penalized in accordance with the provisions of the applicable law. Each separate day or any portion thereof during which any violation of this code occurs or continues shall be deemed to constitute a separate offense.

1.09 Ruling Final.

All rulings of Board shall be final. All rulings of the General Manager shall be final unless appealed in writing to the Board within fourteen (14) days. All rulings of the Director of Public Works shall be final unless appealed in writing to the General Manager within fourteen (14) days.

ARTICLE 2 - DEFINITIONS

2.01 Additional Definitions.

For the purpose of this ordinance, additional terms not specifically defined herein shall have the meaning indicated in Chapter 1 of the most recently adopted edition of the plumbing code entitled "Uniform Plumbing Code", (UPC) compiled by the International Association of Plumbing and Mechanical Officials, copies of which are on file with the District.

2.02 Administrative / Customer Service Account Charge.

Portion of monthly billing assessed to each sewer account for administrative and customer service costs.

2.03 Agent.

A person or firm, corporation, partnership or association duly authorized with supporting documentation to complete requirements and performances of this ordinance.

2.04 Applicant.

The person making application for a permit for a sewer or plumbing installation and shall be the record owner of premises to be served by the sewer for which a permit is requested or his authorized agent.

2.05 Application.

A written request for sewer service as distinguished from an inquiry as to the availability or charges for such services.

2.06 Billing Period.

The regular billing period will be monthly, or at the discretion of the District.



2.07 Board.

The Board of Trustees of the District.

2.08 Building.

A structure built, erected, and framed of component structural parts designed for the housing, shelter, enclosure, or support of persons, animals, or property of any kind.

2.09 Building Sewer.

That part of the horizontal piping of a drainage system which extends three (3) feet outside the foundation from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer delivery system, or other point of disposal.

2.10 Capacity Adjustment Factor.

The relative flow of each water service size as compared to that of a 3/4" service.

<u>Water Service Size</u>	<u>Capacity Adjustment Factor (CAF)</u>
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

2.11 Capital Improvement Charge.

That portion of the monthly billing used to pay for capital costs of service. Commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their Service Size for Billing Purposes.

2.12 Combined Sewer.

A sewer receiving both surface runoff and wastewater.

2.13 Commercial Unit.

Any building, structure, or facility or a portion thereof, devoted to the purposes of trade or commerce, such as a store or office building.

2.14 Communal Sewer.

A sewer serving any multi unit property and is considered a private sewer delivery system and not property controlled by or under the jurisdiction of the District.



2.15 Contractor (Agent).

An individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under the permit.

2.16 County.

The County of Washoe, Nevada.

2.17 Customer.

The person in whose name service is rendered as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service. In the case of single family or individually metered multiple family residences, the customer shall be the owner of the property served, but the billing for service may be sent to the owner in care of his agent with signed authorization from the owner.

2.18 Date of Presentation.

The date upon which a bill or notice is postmarked or hand delivered to the Customer of the District.

2.19 Developer.

Any person engaged in or proposing development of property.

2.20 Development.

A parcel of property being improved and requiring installation of sewer collection lines to and possibly on the property being improved.

2.21 Director of Public Works.

The person appointed to perform the duties of Director of Public Works.

2.22 District.

The Incline Village General Improvement District.

2.23 District Engineer.

The Engineer appointed and acting for the District and shall be a Registered Civil Engineer in the State of Nevada.

2.24 Fixed Charge.

Portion of monthly billing to pay for fixed costs of service. Commercial customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their Service Size for Billing Purposes.



2.25 Garbage.

Shall mean putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage. This includes, but is not limited to: Offal swill, kitchen and table waste, and other organic animal and vegetable waste and bottles, cans, cups, plates, utensils or material that has been in intimate contact with food confection or beverage.

2.26 General Manager.

The General Manager of the District, appointed by the Board of Trustees.

2.27 Inspector.

That person so designated by the District Engineer to perform inspections, tests, fixture unit counts and related work in determining compliance with IVGID construction specifications, standards and ordinances.

2.28 Law.

Any statute, rule, ordinance, bylaw or regulation established by Federal, State, County or Municipal authorities.

2.29 Legal Entitlement.

Any person holding legal title to property within the District's jurisdiction or his or her authorized agent.

2.30 Living Unit.

Any residence, apartment, or other structure to be occupied for purposes of habitation by a single person or family and requiring wastewater disposal services.

2.31 Main Extension/Capacity Enhancement

Shall mean the extension or replacement of sewer collection mains and necessary facilities in accordance with the provisions of this ordinance applicable to main extensions and/or capacity enhancements.

2.32 Metered Service.

A service for which charges are computed on the basis of measured quantities of water, wastewater or liquid wastes.

2.33 Outside Sewer.

A sanitary sewer beyond the limits of the District not subject to the control or jurisdiction of the District.

2.34 Permanent Service.



A service which, in the opinion of the District, is of a permanent and established character. The use of the sewer may be continuous, intermittent or seasonal in nature.

2.35 Permit.

Any written authorization required pursuant to this or any other regulation of the District for the installation of any treatment works.

2.36 Person.

Any human being, individual, firm, company, partnership, association, or private or public or municipal corporation, the United States of America, the State of Nevada, a district, any political subdivision, governmental agency and mandatory thereof, or any other legal entity.

2.37 Plumbing Fixture.

Any sink, tub, shower, water closet or other facility as defined by UPC connected by building drain to the building sewer.

2.38 Premises.

All that real property of a single integrated operation under one name which operation may involve one or more buildings, locations or services, provided: (a) such buildings, locations, or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining, except for intervening public highways, streets, alleys, or waterways.

2.39 Private Sewer.

A building sewer which receives the discharge from one (1) or more building drain and conveys it to a public sewer, private sewer disposal system, or other point of disposal.

2.40 Private Sewer Delivery System.

That portion of any sewer beginning at the plumbing or drainage outlet of any building or industrial facility and running to and including the point of connection to the public sewer or to a private sewer disposal system. The Private Sewer Delivery System shall be installed and constructed of materials in compliance with the current adopted version of the Uniform Plumbing Code, IVGID Requirements to Construct for Water and Sewer Services, and IVGID Requirements to Construct Public and Communal Water and Sewer Utility Systems, as approved by the Director of Public Works.

2.41 Public Right of Way.

Any public highway, road, street, avenue, alley, way, public place, public easement or right of way.

2.42 Public Sewer.

A common sewer directly controlled by public authority.

2.43 Publicly Owned Wastewater Treatment Plant/Treatment Plant.



Any arrangement of devices and structures used for treating wastewater. The treatment plant and related works shall be designed and operated in compliance with pertinent State of Nevada statutes, rules, regulations and permits.

2.44 Sanitary Sewer.

A sewer which carries wastewater and to which storm, surface and ground waters are intentionally excluded.

2.45 Service Classifications.

Shall be defined as follows:

- A. **Commercial Service:** Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service. Service that has both residential and commercial use shall be billed as a commercial service.
- B. **Domestic Service:** Service to a residential Customer.
- C. **Industrial Service:** Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).
- D. **Single Family Residential Unit:** A single family residential Customer and the services for residential purposes to a single family dwelling.

This service classification can include a family operated business within or part of the family residence, and the supporting services to the family residence, and the supporting services to the family residential customer on the same un-subdivided premises as the family residential unit. The fixture unit count for these services shall be added to the single-family unit in determining connection charges.

- E. **Multi-Family Residential Unit:** The place of residence of a single family within a multi-unit complex. The family premises and the service thereto, whether a separate building, a multiple building, a townhouse, an apartment, a mobile home, a condominium or any other type of living unit, and the supporting services for a single family.

2.46 Service Connection.

The point of connection of the customer's piping with the District's public sewer facilities, including all components to make the connection to the District's sewer main.

2.47 Service Size for Billing Purpose

Sewer service size for billing purposes shall be based on the water service size for billing purposes as established in Ordinance 4, Water Ordinance, Section 2.42.

2.48 Sewer.



A pipe or conduit for carrying wastewater.

2.49 Sewerage.

See Treatment Works.

2.50 Storm Sewer.

A sewer which carries storm surface, ground, and clear water.

2.51 Storm Water.

Water or rainfall or other precipitation which drains from the ground or other catch basin during or following a storm.

2.52 Treatment Plant.

See Publicly Owned Treatment Plant.

2.53 Treatment Works/Sewerage.

All facilities for collecting, pumping, treating and disposing of wastewater. The treatment works and all facilities shall be in accordance with design and construction practices of pertinent State of Nevada statutes, rules, regulations and permits.

2.54 Variable Cost.

That portion of the monthly billing used to pay for the variable costs of service. Variable cost is calculated based on water use.

2.55 Waste.

The solid, liquid, or vapor components of wastewater that may be discharged into the sewer system.

2.56 Wastewater.

The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any ground water, surface water, and storm water that may be present.

ARTICLE 3 - GENERAL RULES

3.01 Rules and Regulations.

The following rules and regulations respecting sewer construction, disposal of wastewater, and connection to the treatment works of the District, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.



3.02 Purpose.

This ordinance is intended to provide rules and regulations for the use and construction of sanitary sewer facilities hereafter installed, altered or repaired within the District.

3.03 Violation Unlawful.

Following the effective date of this ordinance it shall be unlawful for any person to connect to, construct or install or provide, maintain or use any other means of wastewater disposal from any building in the District except by connection to a public sewer in the manner as in this ordinance provided, except as herein otherwise provided.

3.04 Protection from Damage.

No 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 District treatment works. Any person violating this provision shall be subject to the penalties provided by law, and shall be responsible for the cost of repair.

3.05 Violation.

Any person found to be violating any provision of this or any other ordinance, rule or regulation of the District, except Article 3.08 hereof, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) working days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this or any other ordinance, rule or regulation of the District. Upon being notified by the Inspector of any defect arising in any sewer or of any violation of this ordinance, the person or persons having charge of said work shall immediately correct the same.

A. Amounts. Violations of these Regulations shall be subject to civil monetary penalties established a) by applicable Nevada law, b) by applicable rules and regulations of the Nevada Department of Environmental Protection and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.

B. Continuing Violations. For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

3.06 Notices to Customers.

Notice from the District to a Customer will normally be given in writing, and either delivered by hand, electronically or mailed to him at his last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

3.07 Notices from Customers.

Notice from the Customer to the District may be given by him or his authorized representative in writing to the District's office.



3.08 Public Nuisance.

Continued habitation of any building or continued operation of any industrial facility in violation of the provisions of this or any other ordinance, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.

3.09 Disconnection.

As an alternative method of enforcing the provisions of this or any other ordinance, rule or regulation of the District, the Director of Public Works shall have the power to disconnect the user from the sewer mains or water mains, or both, of the District. Upon disconnection, the Inspector shall estimate the cost of disconnection from and reconnection to the system and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the system. The Inspector shall refund any part of the deposit remaining after payment of all costs of disconnection and reconnection.

3.10 Means of Enforcement Only.

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

3.11 Liability for Violation.

Any person violating any of the provisions of the ordinances, rules or regulations done under the provisions of the District shall become liable to the District for any expense, loss or other damage occasioned by the District by reason of such violation.

3.12 Permits and Fees.

No public sewer, private sewer delivery system or other sewerage facility connected or to be connected to the treatment works of the District shall be installed, altered or repaired within the District until a permit for the work has been obtained and all fees paid in accordance with the requirements of Article 12 of this ordinance.

3.13 Responsibility for Loss or Damage.

- A.** The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which sewer service is supplied.
- B.** The person will be held responsible for damage to the District's facilities and other property resulting from the use or operation of appliances and facilities on customer's premises, including damage caused by steam, hot water, chemicals, electrical connections, grease sewer overflow or back-ups, etc.
- C.** Contractors, Owners' agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement, or other compensation resulting from such damages.



- D. The District assumes no responsibility for loss or damage due to sewage backup or overflow. The District merely agrees to furnish such capacity in its general collection system as required by Nevada NRS rules and regulations. The District will endeavor to give reasonable notice to customers before curtailment of services; however, the District shall not be liable for shutdown or variations to the system that occur without prior notice by the District.

3.14 Uniform Plumbing Code/ IAPMO.

The following Uniform Plumbing Code provisions are made part of this ordinance.

- A. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.
- B. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

ARTICLE 4 - SEWER DEPARTMENT

4.01 Creation.

A sewer department is hereby created comprised of the Board, General Manager, and the Director of Public Works.

4.02 General Manager.

The General Manager shall have full charge and control of the maintenance, operation and construction of the sewer works and system. He shall have full power and authority to employ and discharge all employees and assistants. He shall prescribe the duties of employees and assistants. He shall fix and alter the compensation of employees and assistants subject to approval by the Board. He shall have charge of all employees and assistants. He shall perform such other duties as are imposed from time to time by the Board, and shall report to it in accordance with the rules and regulations adopted by it.

4.03 Director of Public Works.

The position of Director of Public Works is hereby created. He shall have charge of the Utilities of the District. This shall include all maintenance, operation and construction of the sewer works, and billing for and collecting of service and connection charges. He shall perform such other duties as shall be determined by the General Manager.

A. Duties.



- (1) The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.
 - (2) He shall regularly inspect all facilities related to the District sewer system, to see that they are in good repair and proper working order, and to note violations of any sewer regulations. He shall also perform the duties of sewer inspector.
 - (3) He shall set the design criteria for and provide approval of public and communal sewer systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.
- B. Violation, Repairs.** He shall report any violations or disrepair promptly to the General Manager. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to users pending action by the General Manager.
- C. Supervision.** He shall supervise all repair or construction work authorized by the Board or General Manager, and perform any other duties prescribed elsewhere in the ordinance or which shall be hereafter prescribed by the Board or General Manager.

4.04 Inspections.

The District shall perform inspections on all utility and residential construction within the District to assure compliance with IVGID standards and specifications. All existing residential, commercial and industrial establishments are subject to inspection for proper operation of grease traps, pre-treatment devices and etc. Inspection of existing devices shall be scheduled in accordance with District policy with the property owner or property agent. If the property owner or property agent refuses access, Article 4.07 of this ordinance shall apply.

4.05 Performance of Duties.

The foregoing duties of the Director of Public Works may be performed by the General Manager or by a designated employee(s), as the General Manager may direct, so long as those decisions or actions that require professional engineering judgment are performed by a registered Professional Engineer.

4.06 Consolidations.

Any of the foregoing offices may be consolidated, one with the other, or with other offices of the District.

4.07 Consequences of Denial of Entry or Access.

Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel to enter or have access to premises or facilities in accordance with Article 4.4, above, the District may forthwith give written notice of its intent to terminate water, sewer and trash service to such user. Such notice shall be given in accordance with Article 14, Billing and Collection and Article 15, Discontinuance of Service. Termination based on these sections shall be treated as a termination for refusal of access under said Article 4.



4.08 Violation.

Any person found to be violating any provision of this or any Ordinance, rule or regulation of the District, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be ten (10) business days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of their agents or employees done under the provisions of this or any other Ordinance, rule or regulation of the District. Upon being notified by the Inspector of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same.

- A. Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by a) applicable Nevada statutes or administrative code, b) Nevada Environmental Protection Division and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.
- B. Continuing Violations.** For purposes of the computation of penalties, each day of a continuing violation of these Regulations shall be deemed to be a separate violation.

ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED

5.01 Disposal of Wastes.

It shall be unlawful for any person to place, deposit, or permit to be deposited upon public or private property within the District, or in any area under the jurisdiction of the District, any human or animal excrement, garbage or other objectionable waste.

5.02 Treatment of Wastes Required.

It shall be unlawful to discharge into any stream or watercourse any sawdust, pulp, oils, rubbish, filth, industrial waste or poisonous or deleterious substances which affect the health of persons, fish or livestock, or render such waters unpalatable or distasteful, or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this ordinance.

5.03 Unlawful Disposal.

Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of wastewater.

5.04 Occupancy Prohibited.

No building, industrial facility or other structure shall be occupied until the Owner of the premises has complied with all rules and regulations of the District.

5.05 Sewer Required.

The Owner of any building or structure to be inhabited by humans, situated within the District, is hereby required at his expense to connect said building directly with the public sewer of the District, in accordance with the provisions of this ordinance.



- A. **Manner of Connection and Service.** Prior to any connection to the public sewer, an approved permit for such connection shall be obtained and all fees paid in full for such connection.
- (1) A condition for obtaining a permit shall be the approval of plans and specifications for the works to be served and conformance with the District's requirement for construction of utilities for single family dwellings and small commercial projects.
 - (2) No two buildings on separate parcels shall be permitted to join in the use of the same private sewer delivery system. . One or more buildings located on a lot or parcel belonging to the same owner may be served with the same private sewer delivery system during the period of said ownership. Upon the subsequent subdivision of said ownership thereof, the portion not directly connected with a public sewer shall sever the connection to the jointly used private sewer delivery system and connect directly to the public sewer. Exceptions may be made for those presenting to the District a consensual recorded easement between the owners of record. This does not apply to Multi-Family Homeowner Associations.
 - (3) In all buildings in which the plumbing system is too low for gravity flow to the public sewer, wastewater carried by the building drain shall be lifted by pump or other means approved by the District and discharged to the Public Sewer at the expense of the Owner.
 - (4) Buildings served by private sewer delivery systems with the lateral connection below the manhole rim of the immediate upstream manhole of the public sewer shall provide at the Owner's expense such protective devices as an approved backwater valve in the private sewer delivery system as may be necessary to protect Owner against flooding. The District shall not be responsible for any damages from flood or damages caused by flow to Owner's buildings or property regardless of whether such facilities are located below the hydraulic grade line of the Public Sewer.
- B. **Protection of Excavation.** All excavations for sewer installations shall be adequately guarded with barricades or lights to protect the public from hazard. Streets, sidewalks, parkways, easements and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or other person or agency having jurisdiction.
- C. **Approval of Private Sewer Delivery System.** Prior to any service, a representative of the District shall inspect the connection to the public sewer system, and prior to covering the private sewer delivery system shall determine compliance with approved plans and District specifications before authorizing any service. Noncompliance with plans or specifications shall be corrected prior to any service by the District.

ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE

6.01 Application.

- A. Each Applicant for service shall be required to sign, on a form provided by the District, an application which will set forth:



- (1) Date and place of application.
- (2) Location of premises to be served. Size, location, the number and kinds of fixtures, the quantity and wastewater characteristics to be served.
- (3) Date Applicant will be ready for service.
- (4) Whether the premises have been heretofore provided with sewer service by the District.
- (5) Purpose for which service is requested.
- (6) Name and address to which bills are to be mailed or delivered.
- (7) Whether Applicant Signatory is record owner of the premises to be served or his authorized agent.
- (8) Rate schedule to be applied (where optional rates are in effect).
- (9) Other such information as the District may reasonably require.
- (10) Proof of approved sewer testing, as required.

B. The application or the depositing of any sum of money by the Applicant shall not require the District to render service until the expiration of such time as may be reasonably required by the District to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by the District to install the required service facilities.

6.02 Forms of Application

A property owner or his agent shall make an application for regular sewer service on the form provided for its intended use.

6.03 Undertaking of Applicant.

Such application will signify the Customer's willingness and intention to comply with this and other ordinances or regulations relating to the regular sewer service and to make payment for sewer service required.

6.04 Individual Liability for Joint Service.

Two or more persons owning the same property who join in one application for service shall be jointly and separately liable for payment of bills and shall be billed by means of single periodic bills.

6.05 Change in Customer's Equipment or Operations.

Before a customer makes any material change in size, or operation resulting in significant increase in volumes or wastewater characteristics, or extent of the equipment or operations for which the District's service is utilized shall immediately file with the District a new application for additional service.



6.06 Special Cases.

The District will require a written contract with special guarantee from Applicants whose unusual characteristics of load would require excessive or special investment in facilities or whose requirements for service are of a special nature.

6.07 Payment for Previous Service, Special Assessments, Ad Valorem Taxes, Recreational Revenue Charges and Assessments.

An application will not be honored unless payment in full has been made for sewer and other services previously rendered to the Applicant by the District, and unless all special assessments, ad valorem taxes, recreational revenue charges, and assessments on the parcel of land to be served are paid current.

6.08 Establishment of Credit.

Each Applicant applying for service may be required to establish credit, which will be deemed established upon qualifying under any one of the following:

- A. Applicant owns the premises for which service is requested.
- B. Applicant makes the deposit prescribed in Article 6.11.
- C. Applicant arranges a guarantor satisfactory to the District for the payment of Applicant's bills for service.
- D. Applicant has been a Customer of the District and during the last twelve (12) consecutive months of that prior service has paid all bills for service without having been posted for or disconnected for nonpayment thereof.

6.09 Re-establishment of Credit.

In the event an Applicant was previously a Customer of the District and the District discontinued service during the last twelve (12) consecutive months of that prior service for nonpayment of bills, the Applicant shall be required to pay any unpaid balance due the District for the premises previously served and may be required to reestablish credit by making the deposit prescribed in Article 6.11.

6.10 Amount to Establish or Reestablish Credit.

The amount of the deposit shall be at the discretion of the District and is subject to change if found to be insufficient, but will not be required to be greater than three months estimated bill, except that no deposit shall be less than shown in Exhibit C.

6.11 Applicability to Unpaid Accounts.

The District shall first apply all deposits, described in Article 6.11, above, toward the satisfaction of the unpaid bill(s) of the Applicant.



6.12 Return of Deposits.

Upon discontinuance of service, the District will refund the balance of the Customer's deposit in excess of unpaid bills for that service for which the deposit was made.

6.13 Connection to System Required Within 540 Days of Application.

Any application that has been accepted by the District may be considered vacated if the Applicant fails to commence construction and connection to the District's sewer system within 540 days of such acceptance. The fees collected for such application shall be returned to the Applicant upon written request, and a new application and payment of fees will be required before service will be provided. No fees will be refunded after connection.

6.14 Changes in Use or Uses of Served Property.

Any changes in the use or uses of properties served by regular sewer service which may affect the service classification under which it is served or the number of fixture units served must have the prior approval of the District. Examples of such changes would be adding plumbing fixtures not previously approved in applying for service, modifying a residence to accommodate more single family units than were approved or such other changes that would similarly change the character of the building. Such changes in use shall be subject to the Connection Charges, Sewer Capital Improvement Charges and Sewer Service Charges, as contained in Articles 6, 13 and 14 of this ordinance and payment of such charges shall be made upon application for such change. If such change is made without application, it shall be subject to the corrective measures contained in Article 15.2 of this ordinance.

6.15 Connection Charges.

The following charges are hereby established and shall be collected at the time of issuing the permit for a sewer connection. Connection fees shall be charged at the rate in effect on the day of application for a Washoe County Building Permit. Connection(s) not made within 540 days will be subject to the current rates in effect at the time of connection. Previously paid connection fees shall be credited to the new connection fee rate. Payment of connection fees constitutes acceptance of a new service connection application by the District.

A. Units Inside of District. Sewer connection fees are based on water service size for billing purposes and shall be charged as shown in Exhibit B. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit.

B. Units Outside of District. Persons desiring connection of property located outside the District to the sanitary sewer system of the District shall pay to the District a connection charge at the rate of one and one-half (1-½) times the charge for a District customer. Nothing in this ordinance shall require the District to serve properties located outside the District.

C. Remodeling Connection Charges. If remodeling necessitates upgrade of the water meter sewer connection fees shall be charged equal to the fee for the upgraded meter size as described in Item A above minus (a) the total in sewer connection fees paid to the District previously or (b) sewer connection fees for the existing water meter size, whichever results in the lower net additional connection charges.



- D. **Plan Check Fee.** Any person requiring approval of plans by the District, or desiring plan checking, shall pay to the District a plan checking fee as shown in Exhibit C. Each plan revision requiring rechecking shall necessitate the charge of an additional plan check fee. Plan checking is performed for water, sewer, trash and irrigation concurrently. A plan check fee may be changed from time to time at the discretion of the Director of Public Works.

ARTICLE 7 - APPLICATION FOR REGULAR SEWER SERVICE WHEN MAIN EXTENSION OR CAPACITY ENHANCEMENT REQUIRED

7.01 Application.

Any Owner of one or more lots or parcels, or subdivider of a tract of land, desiring the extension of one or more mains to serve such property, and/or for any capacity enhancement of existing facilities shall make a written application therefore to the District, such application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by District, and be accompanied by a map showing the location of the proposed connection. Costs of surveys or engineering services to determine location of lines or the costs of extensions and/or capacity enhancement shall be borne by the Applicant.

7.02 Investigation.

Upon receipt of an application for a main extension, the District Engineer shall make an investigation and survey of the proposed extension and/or capacity enhancement and shall report his findings to the Board, including the estimated cost thereof.

7.03 Ruling.

The Board shall thereupon consider the application for main extension and the report thereon and after such consideration reject or approve it.

7.04 District Lines.

All sewer main extensions and/or capacity enhancement shall be in accordance with the Incline Village General Improvement District Sewer Regulations Ordinance, and shall be and remain the property of the District.

7.05 District Extension.

The District will direct all main extensions and/or capacity enhancement authorized by it.

7.06 Determination.

The cost of such extension shall be borne by the Applicant, subject to the refund agreement provided in Article 7.7, following, unless the Board determines it is in the best interest of the District to advance such costs.

7.07 Refund Agreement.



In the event that the Applicant is required to bear the cost of the main extension, the District shall require any record owner who subsequently applies for a permit to connect to said main extension during the first ten (10) years of its existence to pay his pro rata share of the costs of its construction, as determined by the District Engineer. The amount so advanced to the District by the above-referenced record owner shall be paid by the District to the original applicant.

7.08 Extension by Customer.

In special cases where extension of the District's mains to a point adjacent to Customer's premises is not feasible, in the opinion of the District, Customer may lay service pipe, at his own expense, from point of use to point of connection where a tap can be made directly to the District's then existing main.

7.09 Point of Connection.

In such cases, the District shall be obligated to provide service at the point of connection to its collection lines only, and Customer shall assume all responsibility and cost for maintenance, operation and replacement of his service line and all components to make the connection and the flow therein.

7.10 Additional Components Required.

If additional components, including but not limited to a sewer pump, should be required in Customer's service line to provide adequate Customer service, beyond that normally provided by the District at point of connection of Customer's service line to the District's main, Customer shall provide, operate, maintain and replace such components, all at his own expense.

7.11 No Obligation by District.

The District shall at no time in the future be required to lay additional public sewer beyond the original point of delivery to provide service to said Customer or others supplied through said Customer's service.

7.12 All Costs to be Borne by Customer.

Original Customer shall pay all charges for service provided through his service connection, at the point of connection to the public sewer.

ARTICLE 8 - PUBLIC SEWER

8.01 Extensions.

The District shall make extensions along streets, alleys, lanes, roads, common areas, and easements cut by established grades, and/or make alterations in its existing facilities in accordance with these rules and regulations, provided such extensions are located within the service area of the Incline Village General Improvement District.

- A.** Extensions of collection lines and appurtenances to provide service to an Applicant will be made at Applicant's expense.



- B.** The cost of the extension and appurtenances will be based on the size of collection lines consistent with the service requirement specified by the District.
- C.** The size, type, quality of materials, and their location will be specified by the District. Construction will be by the District or other authorized agency or contractor.
- D.** All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Applicant. The Owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.
- E.** Extensions and/or capacity upgrade financed by the Applicant shall be prorated to the number of possible users along the extension, and when any connection is made for which an advance has been made by an Applicant, then that portion used by another shall be refunded to the Applicant making the advance.
- F.** Refunds shall not be made to any Applicant exceeding the amount of the original advance. Upon termination of a ten (10) year period, any balance remaining of the advance shall become the property of the District.
- G.** All main extensions will become the property of the District immediately upon completion of construction and verification by the District of compliance with all rules, regulations and specifications required by the District and be operated and maintained by the District at its own expense.
- H.** Acceptance criteria shall include, but not be limited to the following:
 - (1) Submittal to the District of a written application by record owner, or duly authorized agent acting on behalf of the owner, requesting a main line extension. This application shall contain the legal property description, Assessor's Parcel Number, map or plan showing proposed extension and connection, easements or rights of way to be granted or procured,
 - (2) Completion of the form established for the purpose intended for the extension of main lines,
 - (3) Submittal of proposed plans, profiles and specifications, prepared and stamped by a registered Nevada Engineer,
 - (4) Submittal of an as-built plan and profile stamped as above upon completion of the main line extension,
 - (5) Completion of all required testing to the satisfaction of the District, and
 - (6) Completion of all appropriate legal documentation incidental to the transfer of ownership to the District;
- I.** All expenses incurred and incidental to the line extension and/or capacity enhancement shall be borne by the Applicant.



- J. District approval shall be based on compliance with all District ordinance rules, regulations and policies.
- K. No extension contract, or any rights thereunder, granted under this provision may be assigned without written notification to the District by the registered holder of the contract.

ARTICLE 9 - BUILDING SEWERS, PRIVATE SEWER DELIVERY SYSTEMS, AND CONNECTIONS

9.01 Permit Required.

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer, building drain or building sewer; and appurtenances thereto or perform any work on any lateral or building sewer without first obtaining a written permit from the District. Any new construction, addition, remodel or demolition requiring issuance of a Washoe County building permit shall require written approval and final acceptance by a District Inspector.

9.02 Construction Requirements.

Construction of building sewers and private sewer delivery systems shall be in accordance with the requirements hereof.

9.03 Size and Slope.

Size and slope shall be in conformance with the District specifications and the currently adopted version of the Uniform Plumbing Code sections.

9.04 Separate Sewers.

No two buildings on separate parcels shall be permitted to join in the use of the same private sewer delivery system. . One or more buildings located on a lot or parcel belonging to the same owner may be served with the same private sewer delivery system during the period of said ownership. Upon the subsequent subdivision of said ownership thereof, the portion not directly connected with a public sewer shall sever the connection to the jointly used private sewer delivery system and connect directly to the public sewer. Exceptions may be made for those presenting to the District a consensual recorded easement between the owners of record. This does not apply to Multi-Family Homeowner Associations.

9.05 Old Building Sewers.

Old building sewers may be used in connection with new buildings only when they are found to meet all requirements of the District. The Inspector must approve their use.

9.06 Cleanouts.

Cleanouts shall be provided and maintained in the building sewer at a location three feet outside the foundation wall of the building. They shall also be provided and maintained at any change of direction of 90° or aggregate thereof, and where the building sewer crosses the property line. All



cleanouts shall be maintained water tight, with a plug enclosure constructed entirely of plastic or nylon, no makeup of this plug shall be constructed of metal materials. The cleanout shall be covered by a concrete box with a steel lid marked sewer set to finished grade. Additional cleanouts may be required at the discretion of the District.

9.07 Individual Sewage Pump Stations.

In all buildings in which the plumbing system is too low to permit gravity flow to the public sewer, domestic wastewater carried by the building sewer shall be lifted by artificial means, approved by the Inspector, and discharged to the Public Sewer at the expense of the owner. A ball check or other backwater device shall be installed and maintained by the customer in building sewers serving fixtures at a lower elevation than the overflow of the sewer to which it discharges. The District reserves the right to have sewer pump stations inspected and tested when deemed by the Director of Public Works to be a potential hazard to public health or the environment. The District shall determine the inspection and testing frequency.

9.08 Service Connections.

- A. The District will authorize Customer to extend and connect Customer's private sewer disposal system to the District's main or wye branch at Customer's expense.
- B. Building sewer connection to private sewer disposal system shall be made in accordance with IVGID requirements to construct water and sewer and private communal utility systems.
- C. Building sewers shall not be constructed prior to District verification of existing connection to public sewer.
- D. The costs incurred for the construction of the above connection shall be the responsibility of the record owner requesting such and the connection shall be at the location specified by the District.
- E. All water and sewer testing is required to comply with Federal, State and local regulations, laws or ordinances and shall be at the expense of the Applicant.
- F. When in the opinion of the Director of Public Works there is danger of sewer backup from the public sewer, similar backwater devices must be installed and maintained at the owner's expense.

9.09 Backflow Prevention Devices.

The District may refuse or discontinue service to any premises where a cross-connection to a source of water supply exists. Until a backflow prevention device is installed in compliance with provisions of Ordinance Number 4, Article 16, the District shall not be required to begin or continue service.

9.10 Maintenance.

The District will not be responsible for the installation and maintenance of the sewer or waste lines beyond the point of connection of the private sewer delivery system to the public sewer (reference Article 9.11, below). It shall be the owner's and/or customer's responsibility to verify that fixtures and



pipings conform to the requirements of all State, County or Municipal ordinances, laws and regulations and be properly maintained.

9.11 Connection to Public Sewer.

- A. **Connection point.** The connection of the Building Sewer and private sewer delivery system into the Public Sewer shall be made at a point where the Building Sewer intersects the property line if such Building Sewer is at a location acceptable to the District. All building sewers are the responsibility of the property owner up to the point where the building sewer meets the main in any street or easement, including the connection point and all components.
- B. **Location:** The location of all sewer connection points shall be approved by the District.
- C. **Installation Standards:** The connection to Public Sewer shall be installed in accordance with all rules, regulations and standards of the District's Requirements to Construct Sewer and Water Service Lines.
- D. **Connection Point:** All building sewers are the responsibility of the property owner to the connection at the main sewer in any public way or easement, including all components to make the connection.

9.12 Protection of Excavation.

All excavations for sewer installations shall be adequately guarded with barricades and/or lights so as to protect the public from hazard. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or any other person having jurisdiction thereunder.

9.13 Maintenance of Building Sewer.

- A. Building Sewers to and including the point of connection to Public Sewer shall be maintained by the record owner served by that Building Sewer.
- B. It is unlawful for any record owner of a house, building or property connected to a public sewer to maintain the private sewer delivery system or building sewer in a condition that is incapable of passing a test as specified in Section 9.14. Sewers are to be maintained free of defects that could potentially result in reduction of flow capacity, increase potential of overflows, or allow the infiltration of ground and/or surface waters into the sewer.
- C. All private sewer delivery systems and building sewers, including lines serving residential, multiple residential and commercial connected to a public sewer shall be cleaned and tested as specified in Section 9.14 prior to completion of the following events:
 - (1) Remodel or addition to a house, building or property served.
 - (2) Installation or deletion of additional plumbing fixtures, building or property served.
 - (3) Change of use of a house, building or property served from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
 - (4) Repair or replacement of all or part of the building sewer or private sewer delivery system.



- (5) Determination by the Director of Public Works that the cleaning and testing is required for the protection of the public health, safety or welfare.
- D.** The record owner of any house, building or property shall conduct all cleaning and testing required at his sole expense and shall notify the District in accordance with District policy for the inspection of the testing and cleaning. If conducted without such notice it shall not satisfy the requirements of this section. The Customer shall be liable for damages if lateral cleaning causes a sewage backup downstream as a result of materials dislodged by the cleaning operation. An inspector of the District shall be required to be on-site
- E.** The Director of Public Works shall have the authority to waive the cleaning and testing requirements if testing was performed within a prior ten year period and the Director of Public Works determines that such testing is not necessary.
- F.** In the event that cleaning, testing, repair or replacement is required at a time when weather conditions or excavation restrictions prohibit such repairs, the Director of Public Works may defer completion of the requirements until such date as agreed upon between the record owner and the District. If the test is deferred, the record owner shall post a performance bond with the District in an amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the building sewer or private sewer delivery system. In such an event, the testing requirements shall be completed by June 15 of the following year.
- G.** If the property is being sold and weather conditions or excavation restrictions prohibit testing, the record owner shall escrow funds in the amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the private sewer delivery system. Funds held in escrow will not be released without written notice by the District to the title company holding such funds. If the testing requirements are not completed by the time set by the ordinance, the funds held in escrow shall be released to the District. The funds shall be used by the District for physical disconnection, testing, repair or replacement of the private sewer delivery system. Should such costs exceed the amount held in escrow, the difference shall be billed to the record owner.
- H.** In the event a private sewer delivery system or building sewer does not meet the standards set forth in Article 9.11, Subsection D and Article 9.14, the record owner shall complete corrective work and testing shall be performed within thirty days from the date of the original test.
- I.** A State of Nevada licensed contractor shall be responsible for the performance of all work connected with the cleaning and testing of private sewer delivery systems. If the record owner chooses to perform the cleaning and testing, he may do so by obtaining authorization from the District and by posting a bond in the amount specified in Exhibit C. Contractors and owners must post a certificate of insurance with the District showing property damage and public liability in an amount satisfactory to the District.

9.14 Testing

Testing shall be conducted in accordance with the most current adopted edition of the Uniform Plumbing Code, Washoe County ORANGE BOOK, and/or IVGID REQUIREMENTS TO CONSTRUCT WATER AND SEWER AND PRIVATE COMMUNAL UTILITY SYSTEMS and



IVGID REQUIREMENTS TO CONSTRUCT WATER AND SEWER SERVICE LINES. In the case of conflicting requirements, the District requirements shall prevail.

9.15 Modification of Time-Frame.

Modifications of the time-frames in Article 9.13 shall be at the discretion of the Director of Public Works.

ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION

10.01 Permit Required.

No person shall construct, extend or connect to any Public Sewer without first obtaining a written permit from the District and paying all fees and connection charges and furnishing bonds as required. The provision of this section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the District except as provided in this ordinance.

10.02 Plans, Profiles and Specifications Required.

The application for a permit for Public Sewer construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the District, prepared by a Registered Nevada Civil Engineer, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by the District Engineer who shall approve them as filed or require them to be modified as he deems necessary for proper installation.

10.03 Easements or Rights-of Way.

- A.** In the event that an easement is required for the extension of the Public Sewer or the making of connections, the Applicant shall procure and have accepted by the Board a proper easement or grant of right-of-way sufficient in law to allow the laying and maintenance of such extension or connection. Easements or rights-of-way are reserved for the servicing of utilities, and no structure or building shall be placed within or over easements or rights-of-way, nor shall these areas be occupied or used in any manner as to restrict or deny access for repairs or maintenance, and all costs of removing, repairing or replacing land surfaces, paving, landscaping or other occupancies shall be charged to the property record owner.
- B.** In order to preserve the health, safety and welfare of the residents of the District, and in order to comply with the Environmental Protection Agency's Safe Drinking Water Act/Surface Water Treatment Rule and the Clean Water Act and the intents and specifications thereof, the District requires and shall be allowed open and continuous access by its personnel over, across, through, and under all easement locations for normal and emergency operation of the District-wide infrastructure.
- C.** Types of obstructions restricted within easement areas include:
 - (1) Residential site improvements, such as landscaping, lawn, flower beds, gardens, irrigation systems, outbuildings, secondary residences, fences, walls, gazebos, paving, and other site improvements and ancillary improvements associated therewith.



(2) Primary residence, multi-family, commercial, industrial, public, special use buildings and lands and such ancillary improvements associated therewith, such as decks, carports, pools, gazebos, spas, parking and paved accesses, carports and garages, fences and detached outbuildings.

D. All natural and constructed obstructions in aforementioned rights of way shall be subject to the provisions set forth herein.

E. All new construction remodeling, restoration and further development on any parcel shall incorporate the provisions as set forth herein.

10.04 Mitigation of Encroachments onto Easements and Rights of Way.

The District may accommodate, by means of direct negotiations leading to the execution of an encroachment agreement, extenuating circumstances where conditions of clear necessity or historical occupation or use are present. Absent explicit language to the contrary, by entering into any encroachment agreement, the District does not surrender a claim to title nor control of operations; furthermore, absent explicit language in the encroachment agreement to the contrary, the District shall not incur any additional cost by reason of existing or constructed privately owned improvements.

10.05 Persons Authorized to Perform Work.

Only properly licensed contractors shall be authorized to perform the work of Public Sewer construction within the District. The District will not accept dedication of any public sewer construction, or portions thereof, unless the construction has been performed by the holder of a Class A contractor's license issued by the Nevada State Contractor's Board. All terms and conditions of the permit issued by the District to the Applicant shall be binding on the Contractor. The requirements of this section shall apply to building sewers and private sewer delivery systems installed concurrently with Public Sewer construction.

10.06 Grade Stakes.

Grade and line stakes shall be set by a licensed State of Nevada Land Surveyor prior to the start of work on any Public Sewer construction. The Contractor shall be responsible for accurately transferring grades to grade bars and sewer invert.

10.07 Compliance with Local Regulations.

Any person constructing a Sewer within a street shall comply with all State, County or city laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, back filling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

10.08 Protection of Excavation.

The Applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a Sewer is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the Sewer. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in manner satisfactory to the District and the County or any other person or entity having jurisdiction thereunder.



10.09 Design and Construction Standard.

- A. Minimum standards for the design and construction of Sewers within the District shall be in accordance with IVGID's SPECIFICATION TO CONSTRUCT WATER AND SEWER AND PRIVATE COMMUNAL UTILITY SYSTEMS and ordinance rules and policies heretofore or hereafter as amended by the District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.
- B. Record, "as-built" drawings showing the actual location of all mains, structures, wyes and building sewers or private sewer delivery systems shall be filed with the District before final acceptance of the work.

10.10 Completion of Sewer Required.

Before any acceptance of any sewer line by the District and prior to the admission of any wastewater into the system, the sewer line shall be tested and shall be complete in full compliance with all requirements of the most recently adopted edition of the Uniform Plumbing Code, Washoe County Orange Book, and/or IVGID Requirements to Construct Water and Sewer and Private Communal Utility Systems, IVGID Requirements to Construct Water and Sewer Service Lines, the Specifications for Sewer Construction, and to the satisfaction of the District Engineer.

ARTICLE 11 - USE OF PUBLIC SEWERS

11.01 Drainage into Sanitary Sewers Prohibited.

No leaders from roofs, no surface drains for rainwater, or no underdrains for foundations or paved surfaces shall be connected to any sanitary sewer. No surface or storm water, seepage, cooling water, groundwater or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

11.02 Combined Sewers.

No combined sewer or storm sewer shall be connected to the District's treatment works. All storm waters, cooling waters and unpolluted industrial process waters shall be disposed of as directed by the Director of Public Works.

11.03 Required Use of Grease Traps and Interceptors.

All waste discharged from commercial establishments which may generate grease shall install and maintain a grease interceptor. Sizing specifications for grease traps and interceptors shall be according to the Uniform Plumbing Code. The design, operation and sizing of all grease traps and interceptors shall be performed by a licensed engineer and approved by the District.

- A. **Capacity:** Grease traps, interceptors and sand/oil separators shall be constructed to prevent any bypass of matter prohibited in the wastewater system. Grease traps and sand/oil separators shall be a minimum capacity as specified in the Uniform Plumbing Code.



(1) Grease, oil, and sand interceptors shall be provided when and where necessary for the removal of grease, oil, sand or other waste components not present in normal residential wastewater. No such device shall be required for residential service. Grease traps and interceptors shall be cleaned regularly to ensure proper operation.

- B. Service Log:** The owner or operator of the establishment or business conducted on the premises where the grease trap or interceptor and/or sand/oil separators are located shall maintain a log describing the date and type of all service and maintenance performed in connection with the grease trap or interceptor and/or sand/oil separator, the identity of the person who performed the service or maintenance, the amount of residue removed from the grease trap or interceptor and/or sand/oil separator on each date, the method of disposal of the residue, and copies of the receipts for service. The log entries shall be maintained for twelve months, along with photocopies of receipts for service, and shall be made available for inspection and copying by the District representative. The schedule for service and maintenance of a grease trap or interceptor and/or sand/oil separator shall be subject to approval by the District.
- C. Prohibitions:** The introduction of emulsifiers, bacteria, enzymes or any other product into the grease trap or interceptor is prohibited.
- D. Inspections:** The District may determine frequency of inspections. If upon inspection, it is determined that the prescribed maintenance/cleaning has not been performed, a District representative shall be scheduled in advance by the owner/agent to inspect the subsequent maintenance/cleaning. Inspections may be billed in accordance with Exhibit C.

11.04 Limitations on the Use of Garbage Grinders.

Waste from garbage grinders shall not be discharged into District wastewater facilities except when the wastes are generated in preparation of food normally consumed on the premises and the grinders shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the wastewater facilities, and to a size not to exceed one-half inch in any dimension. Garbage grinders shall not be used for grinding plastic, paper products, inert materials or garden refuse. No garbage grinders shall discharge into a grease trap.

11.05 Maintenance of Pretreatment Facilities.

All devices shall be so located as to be readily and easily accessible for cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the Owner, at their expense, in continuously efficient operation at all times. Any maintenance costs incurred by the District to remove grease, sand, oil, or other non-approved waste from mains may be billed to the Owner.

11.06 Preliminary Treatment of Wastes.

The admission into the public sewers of any waste containing any quantity of substance having characteristics described in Articles 11.08 and 11.09 hereof, shall be subject to special rates and such conditions as public sewer system requires to treat and dispose of the special waste discharge. Where necessary, this may include increase in rate from that for normal residential waste, or such treatment as necessary prior to discharge into the sewer system and the complete exclusion of certain wastes inimical to the treatment process.



- A. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the District and no construction of such facilities shall be commenced until said approvals are obtained in writing.

11.07 Measurements and Tests.

All measurements, tests and analysis of the characteristics of wastes shall conform to accepted practice, and be performed according to Standard Methods for Wastewater Examination. An acceptable sampling point, apparatus, and control manhole may be required to determine waste characteristics. All tests and sampling shall be at the expense of the Applicant. The manhole, if required, shall be installed by the Owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. In the event that no special manhole is required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

11.08 Types of Wastes Prohibited.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- A. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- B. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- C. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure, or any other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with proper operation of the treatment works.
- D. Any waters or wastes having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the treatment works.
- E. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater treatment process, constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the wastewater treatment plant.
- F. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant.
- G. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- H. Any septic tank sludge.
- I. Any commercial detergent or cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydration or electrolytic process).



11.09 Limitations on Wastewater Strength.

No person shall discharge wastewater containing constituents in excess of:

PARAMETER	MAXIMUM
5-Day biochemical oxygen demand	200 mg/l
Total suspended solids	350 mg/l
Volume of flow	2% of District flow
Temperature	150°f
Fats, oils, grease	100 mg/l
Wastewater pH	Between 5.5 - 9.0

PESTICIDES/HERBICIDES	MAXIMUM
Total chlorinated hydrocarbons	0.0050 mg/l
Chlordane	“
Lindane	“
Heptachlor	“
Methoxychlor	”
2-4D	“
2-4-5T	“
Parathion	0.0016 mg/l
Malathion	0.0040 mg/l
Guthion	“

CONSTITUENT	MAXIMUM
Arsenic	4.00 mg/l
Barium	2.00 mg/l
Boron	1.0 mg/l
Cadmium	0.01 mg/l
Chromium	0.50 mg/l
Copper	0.50 mg/l
Cyanide	0.23 mg/l
Iron	25.00 mg/l
Lead	0.30 mg/l
Manganese	0.70 mg/l
Mercury	0.01 mg/l
Nickel	1.80 mg/l
Selenium	0.04 mg/l
Silver	0.05 mg/l
Sulfate	240.00 mg/l
Zinc	1.00 mg/l
Phenol	0.05 mg/l
Alkali	430.00 mg/l
Chloride	110.00 mg/l
Fluoride	4.00 mg/l

11.10 Swimming Pools.

It shall be unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer except in the manner specified herein. If the water is discharged by pumping, the rate of flow shall not exceed a discharge flow rate approved by the District. Each swimming pool discharging to a sanitary sewer shall be equipped with an approved air gap to preclude any possibility of a backflow of wastewater into the swimming pool or piping system. No discharge of the contents of a swimming pool into a sanitary sewer shall be made until a permit therefore has been obtained from the District. Such discharge shall be made only at the time and in the manner specified by the District or its authorized representatives and subject to the rules and/or regulations of the District on a case by case basis.

11.11 Limitations on Point of Discharge.

No person shall discharge any substances directly into a manhole or other opening in a community sewer other than through an approved building sewer unless he has been issued a permit by the Director of Public Works. If a permit is issued for such direct discharge, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Director of Public Works.

11.12 Cleaning of sewers within Common Interest, Commercial and Multi-Unit Developments

No person shall discharge to the public sewer by means of sewer line cleaning equipment as a scheduled maintenance operation or under emergency conditions without first contacting the District



Utilities Department. In all cases a means of extracting solid material from the District mains at a manhole shall be required. Acceptable means of extraction shall be by trapping, vacuum equipment or other appropriate means, as approved by the District Engineer. Notification shall be provided in accordance with District policy, of any cleaning activity for an onsite inspection by the District.

ARTICLE 12 - PERMITS AND FEES

12.01 Permit Required.

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenances or perform any work on any building sewer without first obtaining a written permit from the District.

12.02 Application for Permit.

- A.** Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the Washoe County Building Department for that purpose. He shall give a description of the character of work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The Inspector may require plans, specifications or drawings and such other information as he may deem necessary.
- B.** If the District determines that the plans, specifications, drawings, description or information furnished by the Applicant is in compliance with the ordinances, rules and regulations of the District, the Washoe County Building Department shall issue the permit applied for upon payment in full of the required fees to the District as hereinafter fixed.

12.03 Compliance with Permit.

After approval of the application, evidenced by the issuance of a permit, no change shall be made in the location of the sewer, the grade, materials or other details from those described in the permit or as shown on the plans and specifications for which the permit was issued, except with written permission from the District, the Inspector or other authorized representative of the District.

12.04 Agreement.

The Applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this and other ordinances, rules and regulations of the District, and with the plans and specifications he has filed with his application, if any, together with such corrections or modifications as may be made or permitted by the District, if any. Such agreement shall be binding upon the Applicant and may be altered only by the District upon the written request for the alteration from the Applicant.

12.05 All Work to be Inspected.

All sewer construction work, building sewers, plumbing and drainage systems shall be inspected by an Inspector acting for the District to insure compliance with all requirements of the District. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the District's public sewer until the work covered by the permit has been



completed, inspected and approved by the Inspector. If the test proves satisfactory, and all construction work is in compliance with all applicable rules and regulations of the District, and the sewer has been cleaned of all debris accumulated from construction operations, the Inspector shall issue a certificate of satisfactory completion.

12.06 Notification.

It shall be the duty of the person doing the work authorized by permit to notify the office of the District, in writing, that said work is ready for inspection. Such notification shall be given in accordance with District policy before the work is to be inspected. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the District before giving the above notification.

12.07 Correction of Work.

When any work has been inspected and the requirements are not met, the District shall deliver a written correction notice to that effect to the record owner of the premises or his authorized agent, instructing the record owner to repair the sewer or other work authorized by the permit in accordance with the ordinances, rules and regulations of the District.

12.08 All Costs Paid by Owner.

All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Owner and shall be in addition to all fees and service charges provided for in the Sewer Ordinance of the District. The Owner shall indemnify the District against any loss or damage that may directly or indirectly be occasioned by the work.

12.09 Outside Sewers.

Permission shall not be granted to connect any lot or parcel of land outside the District to any public sewer in or under the jurisdiction of the District unless a permit therefore is obtained. The Applicant or other person recognized by the District shall first enter into a contract, in writing, whereby he shall bind himself, his heirs, successors and assigns to abide by all ordinances, rules and regulations in regard to the manner in which such sewer shall be used, the manner of connecting therewith, and the plumbing and drainage in connection therewith and also shall agree to pay all fees required for securing the permit and monthly fee in the amount set by the District for the privilege of using such sewer.

12.10 Permit Optional.

The granting of such permission for an outside sewer in any event shall be at the sole discretion of the Board.

12.11 Special Outside Agreements.

Where special conditions exist relating to an outside sewer, they shall be the subject of a special contract between the Applicant and the District.

12.12 Street Excavation Permit.



A separate permit must be secured from, the County, or the State, or any other person having jurisdiction thereunder by the Owners or Contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

12.13 Liability.

The District and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising from the performance of any work by any such Applicant. The Applicant shall be answerable for, and shall save the District and its officers, agents and employees harmless from, any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, fees and interest incurred in defending same or in seeking to enforce this provision. As between the Applicant and the District, Applicant shall be solely liable for any defects in the performance of his work or work performed on his behalf or any failure which may develop therewith.

12.14 Final Inspection.

Final inspection shall be performed and shall constitute the completion of the permitted project in accordance with District Ordinances, rules, regulations and policies.

ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE

13.01 Capital Improvement Charge.

A sewer capital improvement charge shall be billed to each residential, industrial and commercial sewer service as shown in Exhibit A.

13.02 Sewer System Repair Fund.

The capital improvement charge represents each customer's contribution to the overall capital improvement of the total sewer utility infrastructure for replacement and upgrade. Annually, the long term capital improvement costs are adjusted in the Capital Improvement Plan to meet the needed utility replacements and upgrades. The capital improvement charge may be adjusted annually, by the Board of Trustees during the review and approval of the annual Capital Improvement Plan and Annual Budget.

13.03 Unimproved Parcels.

Retroactive Sewer Capital Improvement Charge will also apply to undeveloped parcels. The charge shall be due when an application for connection to the system of the District is made. The total retroactive Capital Improvement Charge is shown in Exhibit B and shall not increase monthly. Larger services will be adjusted higher by the capacity ratio. After the date of sewer connection approval, Capital Improvement Charges shall be billed to the Customer in their normal billing cycle.

ARTICLE 14 - BILLING AND COLLECTION

14.01 Billing.



The regular billing period will be at the discretion of the District.

14.02 Opening and Closing Bills.

Opening and closing bills for less than the normal billing period shall be prorated based on actual days and consumption.

14.03 Billing Time.

Bills for sewer service shall be rendered at the beginning of each billing period and are payable upon presentation. Charges for customer consumption over the minimum are billed in arrears.

14.04 Penalties.

All charges shall become due and payable upon presentation. Payments not received or postmarked by the U. S. Post Office on the envelope in which the payment was mailed by the last day of the billed cycle will become delinquent on the first day of the next billing cycle. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month delinquent. Customers' payments shall be applied to their oldest balances first, including penalties.

14.05 Represents Lien on Property.

Until paid, all rates, tolls and charges provided in this ordinance constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

14.06 Collection by Suit.

As an alternative to any of the other procedures herein provided, District may bring an action against the person or persons who occupied or owned the premises when the service was rendered for the collection of the amount of the delinquent rate and all penalties and costs of collection including a reasonable attorney's fee.

14.07 Collection With Utility Charges of District.

Where the person charged is a user of another utility owned and operated by District, the charges may be collected together with and not separately from the charges for the other utility service rendered by it. They may be billed upon the same bill and collected as one item.

14.08 Discontinuance of Service upon Delinquency.

Upon delinquency, the other utility service shall be discontinued until full payment of the dual charges and penalties thereon and the charges for reinstatement of service. Full charges will apply during the period of "Discontinuance of Service upon Delinquency."

14.09 Checks and Electronic Funds Transfers (EFT) not Honored by Bank.

Checks and electronic funds transfers presented in payment of bills which are returned by a bank shall be treated as though no payment had been made, and an administrative charge as shown in Exhibit C will be levied by the District, plus any additional charges levied by the bank. Redemption of returned checks may be required to be by cash or equivalent. The customer must reimburse the District for any



returned check/electronic funds transfer fees charged by a bank to the District. Accounts with returned EFTs may no longer be eligible for the EFT payment option. Discontinuance of the EFT payment option shall be at the discretion of the Director of Public Works.

14.10 Service Charges.

Any user of the District's sewage facilities shall pay to the District a sewer service charge in accordance with the schedule attached as Exhibit A. Monthly sewer charges shall begin as determined by the Director of Public Works. The Board of Trustees shall set the sewer service charges when approving the annual Capital Improvement Plan and Operating Budget. New rates shall be effective with monthly billing begin July 1 of each year unless otherwise directed by the Board.

14.11 Outside Users.

Charges applicable to users outside the District when authorized to discharge sewage into District sewers shall be in an amount determined by the agreement between the District and the Outside User.

14.12 Multi-Unit Residential Accounts.

The base charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the base charge for a residential service.

14.13 Call-Out Service Charges.

A customer requesting District assistance with owner-related sewer issues (i.e., blockage or backup on owner's sewer service line, sewer line tracing, etc.) may be charged for actual costs and labor and/or in accordance with Exhibit C. The District has the right to correct and repair owner related issues that puts public health and safety in imminent danger.

14.14 Disputed Bills.

A. In the case of a dispute between a Customer and the District as to the correct amount of any bill rendered by the District for sewer service furnished to the Customer, the Customer will deposit with the District the amount claimed by the District to be due.

- (1) **Failure to Make Deposit.** Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by the District that such deposit be made or service may be discontinued, shall warrant the District in discontinuing the service to the Customer without further notice.
- (2) **Resolution of Dispute.** In the event of dispute between the Customer and the District respecting any bill, charge or service, the District shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the Customer. In the event that the complaint cannot be satisfactorily adjusted, the District or the Customer may make application to the Board of Trustees for adjustment of the complaint, and the District shall notify the Customer in writing or otherwise that he has the privilege of appeal to the Board.

Any such appeal shall be made in writing within thirty (30) days of the District's written denial of relief, shall be signed by Customer or his duly designated agent, stating the reason for the dispute, and shall be addressed to the Director of Public Works. Said



thirty (30) day period shall commence to run on the date that the written notice of denial of relief is mailed to Customer.

14.15 Policy for Appeal for Relief from Excessive Sewer Charges.

- A. When customers, through no fault of their own, have incurred excessively high sewer consumption bills due to freezing and breaking of water lines or other unavoidable circumstances and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.
- B. A District water/sewer Customer who has an uncontrollable loss of water for a billing period may apply to the District for relief under this policy. The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such determination, if the water from the leak/break did not enter the sewer system, sewer consumption charges in excess of normal average use will not be billed. If the water entered the sewer system, the District will reduce the bill to the first 150,000 gallons per user in excess of the customer's average sewer usage. Any flow above 150,000 gallons in excess of the customer's average sewer usage per user will not be billed. When calculating the residential variable sewer consumption for non-irrigation months, the monthly flow rate for the billing period(s) where relief is given will be excluded. This is the flow rate used to cap the residential customer's summer sewer rate.
- C. Requests must be submitted in writing stating: cause of leak, date leak was discovered, date leak was repaired, and other information that may be required by the District. Written requests must be submitted within 30 days of the billing date.

ARTICLE 15 - DISCONTINUANCE OF SERVICE

15.01 Customer's Request for Discontinuance of Service.

A Customer's water and sewer service shall only be discontinued under a Washoe County demolition permit. All water and sewer charges will be discontinued when the conditions of the demolition permit have been met for discontinuation of service up to and including the removal of the water meter and the capping of the sewer line.



15.02 Customers Request for Shut Off and Turn On of Service.

A Customer may have their water service shut off by giving not less than five (5) days advanced notice in writing to the District. There will be no reduction in the monthly water or sewer charges during the shut off of service. The shut off and turn on will be charged a total of one (1) service call if the water meter is accessible and the work is performed during business hours. If the shut off and turn on is requested after business hours, then the Customer will be charged the service call rate in Exhibit C for the shut off and turn on each. If the water meter is inaccessible, the Customer will be billed additional labor and equipment charges for making the meter accessible for shut off and turn on.

15.03 For Nonpayment of Bills.

A Customer's service may be discontinued for non-payment of a bill for service furnished if the account becomes delinquent, provided the District has given the Customer at least five (5) days prior written notice of such intention. During the discontinuance for non-payment, full monthly charges will apply. Written notice postings may be billed a posting service charge, in accordance with Exhibit C.

Premises to which charges have become delinquent may be disconnected, and in the instance of sewer charges only being delinquent, water service may be disconnected. If sewer service is disconnected, charges for costs, labor and materials of discontinuing and resuming service as determined by the Director of Public Works.

15.04 For Noncompliance with Rules.

The District may discontinue service to any Customer for violation of these rules after it has given the Customer at least five (5) days written notice of such intention.

15.05 For Infiltration or Illegal Connections.

Where negligence, infiltration, illegal connection or discharge of harmful wastes into the collection system, on or from a Customer's premises, occurs, the District may make such corrections as may be indicated at Customer's expense, if such practices are not remedied within five (5) days after it has given the Customer written notice to such effect.

15.06 For Unsafe Apparatus or Where Service is Detrimental or Damaging to the District or its Customers.

If any unsafe or hazardous condition is found to exist on the Customer's premises, or if the sewage or waste there-from, by apparatus or illegal or prohibited connections, apparatus, equipment or otherwise, is found to be detrimental or damaging to the District or its Customers, or where safety of water supply is endangered, or discharge to the sewer is dangerous to public safety, the service may be discontinued without notice. The District will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored. Corrective action will be required to occur within a time frame set forth by the District.

15.07 For Fraudulent Use of Service.

When the District has discovered that a Customer has obtained service by fraudulent means, or has altered the sewer service for unauthorized use, the service to that Customer may be discontinued



without notice. The District will not restore service to such Customer until that Customer has complied with all filed rules and reasonable requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost of the District incurred by reason of the fraudulent use.

15.08 Restoration of Service.

- A. **During Regular Business Hours.** The District will endeavor to restore service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to make the reconnection on the next business day following the day the request is made.
- B. **Other Than Regular Business Hours.** When a Customer has requested the reconnection at a time outside of regular business hours, the District will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so, unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.

15.09 Refusal to Serve.

- A. **Conditions for Refusal.** The District may refuse an Applicant for service under the following conditions:
- (1) If the Applicant for service is not within the boundaries of the Incline Village General Improvement District.
 - (2) If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.
 - (3) If the Applicant fails to comply with any of the rules as approved by the Board of Trustees.
 - (4) If, in the judgment of the District, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.
 - (5) Where service has been discontinued for fraudulent use, the District will not serve an Applicant until it has determined that all conditions of fraudulent use or practice have been corrected.
 - (6) When the collection system or treatment facilities do not have capacity or the capability to receive and treat liquid waste without contamination of Lake Tahoe, or in violation of Federal, State and/or local government requirements.
- B. **Notification to Customers.** When an Applicant is refused service under the provisions of this rule, the District will notify the Applicant promptly of the reason for the refusal to serve and of the right of the Applicant to appeal the District's decision to the Board of Trustees.



EXHIBIT A
Schedule of Sewer Service Charges

Monthly sewer charges are the summation of the following components:

1. Fixed Charge = \$11.17 X CAF ⁽¹⁾ X number of units.
2. Administrative / Customer Service Account Charge = \$3.05 per account.
3. Capital Improvement Charge = \$13.61 X CAF ⁽¹⁾ X number of units.
4. Minimum Gallons per Account Charge = \$2.40 per 1,000 gallons x 3,000 gallons X number of units = \$7.20 X number of residential units.
5. Variable Cost ⁽²⁾ = \$2.40 per 1,000 gallons of water use, for water use greater than 3,000 gallons times the number of residential units.[billed as sewer consumption charges]

⁽¹⁾ Capacity Adjustment Factor:

Service Size for Billing Purposes	CAF
All Residential Customers	1.0
¾"	1.0
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.65

⁽²⁾ Residential Variable Cost:

Variable sewer costs for residential customers are based on monthly water use (see #5, above) as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

Typical monthly single-family residential sewer service charges with no metered water use:

CHARGE	2008/2009	2009/2010	2010/2011
Base rate (#1 + #4)	\$18.45	18.45	\$18.37
Capital rate (#3)	13.31	13.31	13.61
Administrative fee (#2)	2.85	2.85	3.05
Total Sewer:	\$34.61	\$34.61	\$35.03



EXHIBIT B			
Schedule of Sewer Connection Charges According to Water Meter Service Size			
Water Service Size for Billing Purposes	Sewer Connection Charge	Sewer Retroactive Capital Improvement Charge	Sewer Charge Total
¾ inch	\$1,747	\$1,311	\$3,059
1 inch	\$3,276	\$2,190	\$5,466
1 ½ inch	\$6,552	\$4,368	\$10,920
2 inch	\$10,920	\$6,990	\$17,910
3 inch	\$21,840	\$13,115	\$34,955
4 inch	\$36,408	\$21,862	\$58,269
6 inch	\$72,792	\$43,712	\$116,505
8 inch	\$116,472	\$69,942	\$186,414
10 inch	\$167,404	\$100,526	\$267,930



EXHIBIT C	
Miscellaneous Fee Schedule	
Plan Check Fee	\$80.00 per hour
Private sewer cleaning and testing bond	\$500.00
Administrative charge for check or fund transfer not honored by bank	\$25.00
Minimum amount to establish credit	\$10.00
Inspections	\$80.00 per hour
Call outs	\$40/hr during regular business hours \$60/hr during non-business hours
Posting Service Charge	\$20/each