

## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Steven J. Pinkerton  
General Manager

**FROM:** Susan A. Herron, CMC  
District Clerk

**SUBJECT:** Public Hearing – Solid Waste Ordinance (Ordinance 1) - Process Outline

**DATE:** September 23, 2015

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On September 23, 2015, the Board of Trustees will hold a public hearing on the above subject matter. Following is an outline for the public hearing:

### SOLID WASTE ORDINANCE (ORDINANCE 1)

1. Chairwoman Wong will ask the Board for a motion and a second to officially open the public hearing on the Solid Waste Ordinance (Ordinance 1).
2. Chairwoman Wong will call for the question and the Board will take a vote to open the public hearing.
3. Once the public hearing is open, Chairwoman Wong will state that the District is holding a public hearing as required by the Nevada Revised Statutes.
4. Chairwoman Wong will then ask Director of Public Works Joe Pomroy, for the record, if the District complied with the required notices. Following confirmation, Director of Public Works Pomroy will then provide an overview of the proposed ordinance and its details.
5. Chairwoman Wong will state the comments made during the public hearing are governed by the Chair and Chairwoman Wong should state the rules she wants to use.
6. Chairwoman Wong will then ask for public comment on the Solid Waste Ordinance (Ordinance 1) as included in the Board packet.
7. The duration of the public hearing is at the Board's discretion.
8. After all public comments have been made, a Board member will need to make a motion to close the public hearing, which will need a second, and then Chairwoman Wong will call for the question and a vote will be taken on this motion. Chairwoman Wong will then move onto the remaining agenda items.



# Ninth Circuit liberalizes mortgage deductibility for the unmarried

The Ninth Circuit Court of Appeals (our jurisdiction) recently reversed the Tax Court and potentially handed unmarried mortgage debtors a significant windfall.

The panel's decision involved the debt limit provisions — recall that the Internal Revenue Code has long allowed taxpayers to deduct interest on up to \$1 million of home acquisition debt and \$100,000 of home equity debt.

The case of Voss v. Comm. involved two unmarried co-owners of real property. Voss and Sophy are domestic partners



**Jeff Quinn**  
Revenooer  
Rants

registered with the State of California.

They co-own two homes as joint tenants — one in Rancho Mirage, California and the other, their primary residence, in Beverly Hills, California.

The total average balance of the two mortgages and line of credit in the tax years in question was about \$2.7 million.

Thus, whether the IRC's debt limit provisions are

interpreted as applying per taxpayer (such that Voss and Sophy can deduct interest on up to \$2.2 million of debt) or per residence (such that Voss and Sophy can deduct interest on up to \$1.1 million of debt) became the issue.

The Code does not contain any language indicating that two single taxpayers who co-own one or two qualified residences are limited to claiming deductions on only their proportionate share of \$1.1 million in mortgage debt, which the statute does explicitly provide in the case of married filing separately.

So the taxpayers' argument in this case hovered on the notion that if Congress had intended to treat single unmarried co-owners of qualified residences in the same way it treats married folk filing separately, it would have drafted the language to do so.

As the Ninth Circuit noted, "Discerning an answer from (section) 163(h) requires considerable effort on our part because the statute is silent as to how the debt limits should apply in co-owner situation."

An interesting dissent was lodged by Judge Ikuta, who observed that

"The IRS's interpretation is more persuasive than Voss and Sophy's interpretation, which would result in a windfall to unmarried taxpayers ... There is no basis to infer that Congress intended to allow unmarried co-owners of a qualified residence filing separately to deduct interest on up to \$2.2 million of debt, while limiting married co-owners of a qualified residence to deduct interest on only half that ... A more logical inference is that the deduction was aimed at promoting home ownership for ordinary folks, not to help wealthy individuals purchase mansions that are

encumbered with more than \$1.1 million of debt." So be it!

**CONSULT YOUR TAX ADVISER** - This article contains general information about various tax matters. You should consult your CPA regarding the implications to your own particular situation. Jeff Quinn is a shareholder in Ashley Quinn, CPAs and Consultants, Ltd., with offices in Incline Village and Reno. He may be reached at 775-831-7288, and welcomes comments at [jquinn@ashleyquinn.com](mailto:jquinn@ashleyquinn.com).

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# Who, or what, owns our recreation amenities?

Have you ever asked yourself who or what owns the recreation amenities here in Incline Village? The homeowners or IVGID?

That's the question I asked myself a short time ago after reading about the Diamond Peak Master Plan in the North Lake Tahoe Bonanza and again in the new IVGID Quarterly.

I have lived here for 31 years, and I have always thought that the golf courses, ski hill, tennis courts, Chateau, and recreation center were owned by the homeowners and that the homeowners paid IVGID a

**Bill Casey**  
Guest Column

recreation facility fee, because IVGID maintained those recreation amenities on behalf of the homeowners.

But I didn't really know for sure, so I reached out to some people who I thought would know.

I contacted a long-standing Incline Village real estate broker who said the homeowners owned all of the recreation facilities and that IVGID managed them on the homeowners' behalf.

I contacted all five of the IVGID trustees and was told by some that

IVGID owned the recreation facilities, and by others that the homeowners owned the recreation facilities.

I contacted our Washoe County Commissioner, Marsha Berkgigler, who told me that she always thought the homeowners owned the recreation facilities and that IVGID worked for the homeowners to maintain them, but that she could be wrong.

She contacted the assistant district attorney who told her that he looked at the assessor's records and discovered that the recreation amenities were all in the name of IVGID.

So, if IVGID owns all of the recreation amenities,

then why are the homeowners subsidizing IVGID's entrepreneurial aspirations, such as the Diamond Peak Master Plan?

Shouldn't IVGID be treated like any other local business and succeed

or fail on its own merits? After all, Incline homeowners are not required to subsidize Raley's or the 7-Eleven with a mandatory local-business fee.

Maybe we'll find out who or what really owns the recreation amenities

here in Incline Village during the Washoe County hearing on August 25.

Bill Casey is an Incline Village resident. He may be reached for comment at [Mountainwolf2@gmail.com](mailto:Mountainwolf2@gmail.com).

## NOTICE OF PUBLIC HEARING

IVGID is proposing amendments to its Solid Waste Ordinance (IVGID Ordinance 1), including:

- A new General Provisions section stating the Declaration, Findings, Purpose, and Policy of this Ordinance.
- Clarify language for Posting requirements.
- Add additional definitions and expand existing definitions for Agent, Biohazardous Waste, Commercial, Customer, Hearings Panel, Multi-Family Residential, Recyclable Materials, Residential, Single Family Residential, and Yard Debris.
- Add language concerning inspections performed by District.
- Add bear shed box as an acceptable container under waste containers.
- Update 32 gallon waste container not to exceed 50 pounds in weight.
- Add recycling language under Residential and Commercial Service.
- Add language specifying that the area around garbage containers and recycling containers must be kept clear.
- Add Billing and Collection language to be consistent with Water and Sewer Ordinance.
- Add Discontinuance of Service language to be consistent with Water and Sewer Ordinance.
- Change Article 7 to Ordinance Non-Compliance and specify what a violation is, the Fee Schedule for non-compliance, remedy guidelines and the grievance procedures.
- Add a new appeal procedure to include a timeline for appeals and a violations hearing panel composed of the General Manager and two Trustees.
- Administrative changes to verbiage throughout the Ordinance.

A copy of the proposed ordinance is available at 893 Southwood Blvd, 1220 Sweetwater Rd and on our website: [ivgid.org](http://ivgid.org).

The public hearing will be held:  
**Wednesday, September 23, 2015**  
not earlier than 5:30 pm and as soon thereafter as practicable  
**The Chateau, 955 Fairway, Incline Village, Nevada**

If you have any comments about the proposed changes to the Solid Waste Ordinance, please contact us. You may:

Write Us a Letter 893 Southwood Boulevard  
Incline Village, Nevada 89451  
Attn: Utility Ordinance Amendments  
Give Us a Call (775) 832-1100  
Send Us a Fax (775) 832-1331  
Send Us an E-Mail [utilityordinancerequests@ivgid.org](mailto:utilityordinancerequests@ivgid.org)



## Kudos to IVGID staff, board for beach presentation

I attended last Wednesday's excellent IVGID staff presentation at the Chateau on potential improvements to our beaches based on a survey of our community last year.

What a difference between the Board and Staff's approach to the beaches, and their approach over the past year to possible improvements to Diamond Peak, which has raised suspicion and acrimony!

Brad Johnson did a superb job of explaining what the IVGID staff learned from last year's survey and how that might translate into specific improvements to our well-loved beaches. The difference in attitude and

response of the community was clear as a result of its being allowed to voice its opinion through a survey — something the IVGID board has not been willing to do with regard to its self-generated ideas about possible improvements to Diamond Peak!

As full time residents who treasure what we already enjoy here in Incline Village and who want to support future improvements, it is refreshing to be able to engage in a reasonable community consideration of how to move forward without the Board trying to ram something through.

My hat is off to Brad and his colleagues for their work thus far!

**Keith Hansen**  
Incline Village

**"Bank on Benka"**



**Mark A. Benka, CRS**

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## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Steven Pinkerton  
General Manager

**FROM:** Joseph J. Pomroy, P.E.  
Director of Public Works

**SUBJECT:** Conduct Public Hearing on September 23, 2015 for the Proposed Amendments to Solid Waste Ordinance #1

**DATE:** September 8, 2015

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### **I. RECOMMENDATION**

That the Board of Trustees conduct a public hearing for the proposed amendments to IVGID Solid Waste Ordinance No. 1, entitled "An Ordinance Regulating Solid Waste Matter and the Collection, Removal and Disposal Thereof"

### **II. BACKGROUND**

The Solid Waste Ordinance (Ordinance 1) is an adopted District Ordinance. Modifications to this Ordinance must follow Nevada Revised Statute 318 for public notice and public hearings prior to adoption of any changes. The last revision to Ordinance 1 was adopted on June 11, 2008.

The Board set a date for this public hearing at the July 29, 2015 Board of Trustees meeting. The District has published the required notices in compliance with NRS 318.199 and has had documents available for viewing by the Public at the Administration Office, at the Public Works Office, posted on the IVGID website and noticed through the Public Works news in the August Utility Bill.

The Solid Waste Ordinance sets the rules and regulations for handling, storing, and collecting solid waste as well as inspections, billing and collection, and discontinuance of service. Public Works also administers the Water and Sewer Ordinance and it is important for the Solid Waste Ordinance to be consistent in language and content with those other two Ordinances.

The District's Legal Counsel has performed a thorough review and analysis of the Solid Waste Ordinance and has added, deleted, and organized the Ordinance to be consistent with Federal, State and County laws. Legal counsel fully vetted the District's authority to levy fines and penalties to enforce the Solid Waste Ordinance.

Under Nevada NRS 318, General Improvement Districts, the District obtains its power to enforce the Ordinance as follows.

*NRS 318.170. Water, drainage, sewerage and disposal of garbage and other refuse: Approval of system; additional powers. (subsection 1.)*

(d) Make and enforce all necessary regulations for the removal of sewage, garbage or other refuse, and for the proper use of water within the district.

(e) Make all other sanitary regulations not in conflict with the Constitution or laws of this State, and provide that any person who violates these regulations or ordinances shall be punished by a fine not to exceed \$100 or by imprisonment not to exceed 1 month, or by both fine and imprisonment.

(f) Provide that any industrial user who violates a federally mandated standard shall be punished by a fine not to exceed \$1,000 per day for each day the violation continues.

As stated in subsection (d) the power to fine and assess penalties comes with the express authority to enforce regulations for the removal of sewage, garbage, or other refuse, as well as enforcing regulations for the proper use of water within the district. The District has always used fines and penalties as a means to enforce not only its Solid Waste Ordinance, but the Water and Sewer Ordinance as well.

Subsection (e) states that if the District adopts additional "sanitary" regulations not in conflict with existing regulations, then the fine can't exceed \$100 for a violation of the District's additional "sanitary" regulation. "Sanitary" regulations are not the same as regulations for the removal of "sewage, garbage or other refuse" and the "proper use of water." The statute provides broad authority for enforcing regulations, including the imposition of fines, for "sewage, garbage and other refuse" and for the "proper use of water." However, the statute expressly limits the authority to enforce "sanitary" regulations.

Legal counsel also determined that there are no statutes or cases prohibiting General Improvement Districts from assessing fines and penalties to enforce the Solid Waste Ordinance. The revisions to the Solid Waste Ordinance are valid and enforceable.

The proposed Ordinance amendments are in the areas of enforcement and administrative procedures. The key changes to the Solid Waste Ordinance #1 are highlighted below. The complete proposed Ordinance follows this memo. A tracked changes Ordinance is not provided because the substantial reorganization of the Ordinance renders that infeasible.

### Ordinance Changes

The following is a list of key Ordinance changes.

- A new General Provisions section stating the Declaration, Findings, Purpose, and Policy of this Ordinance.
- Clarify language for Posting requirements.
- Add additional definitions and expand existing definitions for Agent, Biohazardous Waste, Commercial, Customer, Hearings Panel, Multi-Family Residential, Recyclable Materials, Residential, Single Family Residential, and Yard Debris.
- Add language concerning inspections performed by District.
- Add bear shed box as an acceptable container under waste containers.
- Add recycling language under Residential and Commercial Service.
- Add language specifying that the area around garbage containers and recycling containers must be kept clear.
- Add language that residential waste container shall not exceed 50 lbs, previously 75 lbs.
- Add Billing and Collection language to be consistent with Water and Sewer Ordinance.
- Add Discontinuance of Service language to be consistent with Water and Sewer Ordinance
- Change Article 7 to Ordinance Non-Compliance and specify what a violation is, the Fee Schedule for non-compliance, remedy guidelines and the grievance procedures.
- Add a new appeal procedure to include a timeline for appeals and a violations hearing panel composed of the General Manager and two Trustees.
- Administrative changes to verbiage throughout the Ordinance.

The schedule for Ordinance 1 amendments has been as follows:

Date	Action
July 29, 2015	Board of Trustees sets public hearing date of September 23, 2015 for Ordinance 1 amendments
August 20, 2015	Legally required notice goes into the <i>North Lake Tahoe Bonanza</i>
August 20, 2015	Draft copy of proposed Ordinance 1 is available for public review and comment
September 17, 2015	Display ad goes into the <i>North Lake Tahoe Bonanza</i> as a courtesy reminder of the public hearing
September 23, 2015	Board Meeting: Public hearing is held at the time and place so noticed
September 23, 2015	Board Meeting: Included on the Board of Trustees agenda is a General Business item, following the Public Hearing, to adopt the proposed amendments to Ordinance 1

### III. BID RESULTS

Not applicable.

### IV. FINANCIAL IMPACT AND BUDGET

The Ordinance contains commercial and residential fee schedules for violations of the Solid Waste Ordinance. Fees can be appealed to the Director of Public Works and the ruling of the Director can be appealed to a violations hearing panel made up of two Trustees and the General Manager. The ruling of the Hearing Panel is final.

The amendments to the Solid Waste Ordinance do not change the refuse rates for customers. The District has a Solid Waste and Recycling Franchise Agreement with Waste Management that defines service and sets refuse rates. That Franchise term is through March 31, 2017.

### V. ALTERNATIVES

The Board shall conduct the Public Hearing as noticed.

## **VI. COMMENTS**

The Solid Waste Ordinance (Ordinance 1) is an adopted District Ordinance. Modifications to this Ordinance must follow Nevada Revised Statute 318 for public notice and public hearings prior to adoption of any changes. The last revision to Ordinance 1 was adopted on June 11, 2008.

Long Range Principle #1, Resource and Environment states that the District shall initiate and maintain effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy. The Ordinance amendments are consistent with this Principle.

## **VII. BUSINESS IMPACT**

This item is a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, but it does not impose a direct and significant economic burden on a business, or directly restrict the formation, operation or expansion of a business, and therefore does not require a Business Impact Statement.





**ORDINANCE NO. 1**

**SOLID WASTE ORDINANCE**

**AN ORDINANCE REGULATING SOLID WASTE  
MATTER AND THE COLLECTION,  
REMOVAL, AND DISPOSAL THEREOF BY THE  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

As Adopted on September 23, 2015  
Resolution No. 1840



**TABLE OF CONTENTS**

**1 ARTICLE 1 GENERAL PROVISIONS .....4**

1.1 Declaration..... 4

1.2 Short Title ..... 4

1.3 Findings..... 4

1.4 Purposes ..... 5

1.5 Policy ..... 5

1.6 Separability ..... 5

1.7 Posting..... 5

**2 ARTICLE 2 DEFINITIONS .....5**

2.1 Agent..... 5

2.2 Biohazardous Waste..... 6

2.3 Board..... 6

2.4 Clean-Up ..... 6

2.5 Collector..... 6

2.6 Commercial..... 6

2.7 Construction and Demolition Waste..... 6

2.8 County..... 6

2.9 Customer ..... 6

2.10 Director of Public Works ..... 6

2.11 District..... 6

2.12 Franchise Agreement ..... 6

2.13 Garbage ..... 6

2.14 Hearings Panel ..... 7

2.15 Home-Generated Sharps Waste ..... 7

2.16 Multi-Family Residential ..... 7

2.17 Person..... 7

2.18 Recyclable Materials..... 7

2.19 Residential..... 7

2.20 Rubbish ..... 8

2.21 Single-Family Residential..... 8

2.22 Solid Waste ..... 8

2.23 Waste Container..... 8

2.24 Yard Debris..... 8

**3 ARTICLE 3 SOLID WASTE RULES .....9**

3.1 Mandatory Garbage Service ..... 9

3.2 Dumping or Burying ..... 9

3.3 Burning ..... 9

3.4 Accumulation of Solid Waste ..... 9



3.5	Inspections .....	9
3.6	Franchise Agreement .....	10
3.7	Handling of Solid Waste .....	11
<b>4</b>	<b>ARTICLE 4 STORAGE AND COLLECTION RULES .....</b>	<b>12</b>
4.1	Waste Containers .....	12
4.2	Residential Service.....	13
4.3	Commercial Service.....	14
4.4	Dumpster Use, Location, and Enclosure.....	14
4.5	Medical Waste Containers .....	15
4.6	Service Identification .....	15
<b>5</b>	<b>ARTICLE 5 BILLING AND COLLECTION .....</b>	<b>15</b>
5.1	Charges .....	15
5.2	Rates for Unclassified Premises.....	16
5.3	Special Yard Service Charge .....	16
5.4	Penalty for Late Payment .....	16
5.5	Billing .....	16
5.6	New Connections .....	16
5.7	Disconnection .....	17
5.8	Transfer of Ownership .....	17
5.9	Person Responsible for Payment .....	17
5.10	Billing Time .....	17
5.11	Represents Lien on Property .....	17
5.12	Collection by Suit .....	17
5.13	Collection with Utility Charges of District.....	17
5.14	Discontinuance of Service upon Delinquency.....	17
<b>6</b>	<b>ARTICLE 6 DISCONTINUANCE OF SERVICE.....</b>	<b>17</b>
6.1	Customer's Request for Discontinuance of Service .....	17
6.2	For Nonpayment of Bills .....	18
6.3	Disconnection .....	18
6.4	Liability for Bills.....	18
6.5	For Noncompliance with Rules .....	18
6.6	Refusal to Serve .....	18
<b>7</b>	<b>ARTICLE 7 ORDINANCE NON-COMPLIANCE .....</b>	<b>19</b>
7.1	Violations.....	19
7.2	Authorized Remedies for Non-Compliance.....	19
7.3	Remedy Guidelines .....	21
7.4	Inspection.....	21
7.5	Grievances.....	21



## **1 ARTICLE 1 GENERAL PROVISIONS**

### **1.1 Declaration**

It is declared to be the policy of Incline Village General Improvement District (the "District") to regulate the collection, transportation, and disposal of solid waste in a manner that is consistent with the Nevada Revised Statutes, Chapters 318, 277, 439, 444, 444A, and 549, Washoe County Ordinance No. 97, and Washoe County District Board of Health Solid Waste Regulations, that will:

- 1.1.A Protect the public health and welfare;
- 1.1.B Prevent water, air, and land pollution;
- 1.1.C Prevent the spread of disease and the creation of nuisances;
- 1.1.D Prevent unlawful dumping and disposal of solid waste;
- 1.1.E Enhance the beauty and quality of the environment;
- 1.1.F Conserve natural resources; and
- 1.1.G Provide for such other activities as may be required to carry out the District's solid waste goals and objectives.

### **1.2 Short Title**

This Ordinance may be cited as "Incline Village General Improvement District Solid Waste Ordinance" and is hereinafter referred to as "Ordinance."

### **1.3 Findings**

The District finds that:

- 1.3.A The public health, safety, and welfare of all the citizens of the Incline Village General Improvement District requires that the accumulation, collection, removal, and disposal of Garbage and any other Rubbish from lands, buildings, premises, apartments, hotels, and other premises with the District must be handled in a manner for the greatest good and the least possible inconvenience to the District and the homeowners, residents and visitors the District serves.
- 1.3.B It is in the best interest of the District and the community it serves to develop and implement an organized and efficient system for the storage, collection, and transportation of solid waste.
- 1.3.C The optimal method of disposing of the solid waste generated by all land owners, residents and visitors within the District involves transporting such solid waste to a State of Nevada and Washoe County approved landfill outside of the Tahoe Basin and/or recycling materials as the District develops programs to recycle.
- 1.3.D The District's Solid Waste Ordinance is in place to ensure Public safety and the safety of our wildlife. One of our most valuable natural resources is our wildlife. Bears, coyotes, deer and other animals roam our neighborhoods looking for food,



especially when their natural food supply becomes limited. In order to reduce human/wildlife interaction and protect wildlife from being harmed or destroyed, it is extremely important that we never feed wild animals, either intentionally or through improperly-stored garbage. When wildlife has access to trash, it brings them closer to our homes and businesses, creating a potentially dangerous situation for animals and people.

#### **1.4 Purposes**

The purposes of this Ordinance are to:

- 1.4.A Establish standards for the operation of a sanitary waste collection, transportation, and disposal system within the exterior boundaries of the District.
- 1.4.B Provide for the regulation of the storage, collection, transportation and disposal of solid waste, to protect the safety, health and welfare of the residents and visitors to the District.
- 1.4.C Continue the development of technical and administrative systems to implement this Ordinance and other environmental protection ordinances and programs to be established by the District and other agencies.
- 1.4.D Integrate solid waste management into an overall environmental protection system so as to protect the District's soil, water, air, plants, animals, residents and visitors.

#### **1.5 Policy**

It shall be the policy of the Incline Village General Improvement District to carry out the solid waste management program efficiently and in a financially responsible and self-sufficient manner. It shall also be the policy of the District to proactively work with property owners and residents to enforce this Ordinance. This Ordinance shall be interpreted in light of the findings, purposes and policies provided.

#### **1.6 Separability**

If any portion of this Ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

#### **1.7 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.

## **2 ARTICLE 2 DEFINITIONS**

### **2.1 Agent**

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



- 2.2 Biohazardous Waste**  
Biohazardous Waste (See Washoe County District Board of Health Regulations (DBHR) Section 080).
- 2.3 Board**  
The Board of Trustees of the District.
- 2.4 Clean-Up**  
The removal and collection of Solid Waste, including overturned or vandalized Waste Containers and accumulation.
- 2.5 Collector**  
Any Person or firm to whom a contract shall have been let by the District to collect and transport Solid Waste in the District.
- 2.6 Commercial**  
Means all non-Residential facilities, businesses, institutions, governmental agencies, and similar facilities, including, but not limited to, offices, factories, retail or wholesale stores, warehouses, industrial facilities, schools, hotels, motels, and public accommodation facilities.
- 2.7 Construction and Demolition Waste**  
Solid Waste of a non-putrescible material, generated from the demolition, construction, or remodel of building structures.
- 2.8 County**  
The County of Washoe, Nevada.
- 2.9 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 multi-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.
- 2.10 Director of Public Works**  
The person appointed to perform the duties of Director of Public Works.
- 2.11 District**  
The Incline Village General Improvement District (IVGID).
- 2.12 Franchise Agreement**  
The Solid Waste Franchise Agreement between the District and the Collector.
- 2.13 Garbage**  
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:



- 2.13.A Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;
  - 2.13.B Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection, and/or beverage;
  - 2.13.C Any component used in the preparation or manufacture of matter intended for animal or human consumption; and
  - 2.13.D Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.
  - 2.13.E The mixing, addition, or commingling of Garbage with other waste matter exclusive of Group 1 wastes (as determined by Regulations of the Washoe County District Board of Health governing Solid Waste management), renders the entire resulting mixture as Garbage and requires the mixture to be handled as Garbage.
  - 2.13.F The mixing, addition, or commingling of Recyclable Materials with other waste matter (as determined by Regulations of the Washoe County District Board of Health governing Solid Waste management), renders the entire resulting mixture as Garbage and requires the mixture to be handled as Garbage.
- 2.14 Hearings Panel**  
This panel will include the General Manager and two (2) members of the Board.
- 2.15 Home-Generated Sharps Waste**  
Hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications, derived from a household.
- 2.16 Multi-Family Residential**  
Means all multiple dwelling buildings including, but not limited to, duplexes, apartments, condominiums, cooperatives, mobile homes and trailer parks, and any other buildings or business containing multiple dwelling units, which building is not a Single Family Residential dwelling.
- 2.17 Person**  
Any human being or individual; any association or business entity; any firm, company or partnership; any private, public and municipal corporation; districts and political subdivisions; any governmental entity or governmental agency.
- 2.18 Recyclable Materials**  
Materials designated by Collector which may include, but are not limited to, paper, cardboard, chipboard, glass containers, plastics (1-7), steel cans and aluminum cans.
- 2.19 Residential**  
The regular residential dwelling units of individuals and/or families, whether owned, rented, or leased, including, but not limited to single-family homes, multi-family dwellings, mobile homes, apartment complexes, condominiums, or similar dwelling



places, but excluding hotels, motels, campgrounds, and similar temporary premises.

**2.20 Rubbish**

Shall be any non-putrescible Solid Waste, exclusive of those unsanitized materials that have been in contact with Garbage. These wastes include but are not limited to ashes, paper, cardboard, wood, glass, crockery, plastics, and yard waste. Rubbish mixed with Garbage is Garbage.

**2.21 Single-Family Residential**

Means a Residential dwelling unit consisting of a single-family home.

**2.22 Solid Waste**

Has the meaning ascribed to it in NRS 444.490 which definition includes all putrescible and non-putrescible refuse in solid or semisolid form, including, but not limited to, Garbage, Rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include “hazardous” waste as that term is defined by NRS 459.400 to 459.600, inclusive.

**2.23 Waste Container**

Shall mean any container or receptacle designed and used to hold Solid Waste, including, without limitation:

2.23.A Drop boxes and Dumpsters, which are portable containers of large volume moved by specialized equipment.

2.23.B Residential Containers, including waste carts supplied by the Collector, and other receptacles provided by the customer.

2.23.C Commercial containers, including waste carts, supplied by the Collector.

2.23.D Wildlife-resistant containers approved or supplied by the District.

2.23.E Recycling bags or containers, including waste carts supplied by the Collector, approved by the District or the Collector.

2.23.F Any Waste Container must be durable and nonabsorbent, leak-proof, watertight, odor-proof, pest and vermin resistant, and have a tight-fitting cover.

2.23.G Any bear shed box to be approved by the District shall be made of metal and have a secure door for access which is resistant to wildlife including bears.

2.23.H Yard debris bags stickered for collection.

**2.24 Yard Debris**

Materials generated from the maintenance of the vegetation on a property which may include, but are not limited to, grass clippings, leaves, pine needles, weeds, and other plant materials. Yard debris excludes limbs and branches in excess of 4 inches in diameter.



### **3 ARTICLE 3 SOLID WASTE RULES**

#### **3.1 Mandatory Garbage Service**

Garbage and other Rubbish collection service will be provided by Collector, and it shall be mandatory for all owners, occupants, or Persons in possession, charge, or control of all places and premises in the District where Garbage and other Rubbish is created, accumulated, or produced to subscribe to and use the Collector's collection service, except as provided herein. Mandatory garbage service shall not be less frequent than every seven (7) days (See Washoe County District Board of Health Regulations (DBHR) Section 040, Section 050).

#### **3.2 Dumping or Burying**

No Person shall dump, place, or bury in any lot, land, street, or alley within the District any Garbage or Rubbish or any other deleterious or offensive substance under any circumstances whatsoever, nor shall any Person dump, place, or bury within the District any solid waste without first having obtained a permit from the District, Washoe County District Board of Health and the Tahoe Regional Planning Agency to do so.

#### **3.3 Burning**

3.3.A No solid waste or other deleterious or offensive substance shall be burned in the open air within the District without having first obtained a permit to do so from the Washoe County District Board of Health, the North Lake Tahoe Fire Protection District, and any other governmental body or agency responsible for fire protection and having jurisdiction to issue same.

3.3.B Any such burning pursuant to permit shall be done in accordance with any and all applicable Federal, State, County, District, or other local laws, ordinances, rules and/or regulations.

#### **3.4 Accumulation of Solid Waste**

3.4.A No Person owning or occupying any building, lot, or premises within the District shall allow any Solid Waste or other deleterious or offensive substance to accumulate or remain in or upon said building, lot, or premises, except for the purpose of allowing its collection by Collector within an approved waste container.

3.4.B In the event of an accumulation of Solid Waste on any premises or in any building, and that accumulation is unsightly, offensive, or potentially unhealthful the District or its Contractor will perform clean-up and removal, with charges and penalties assessed per this Ordinance. The District may also order additional pick-up by Collector.

#### **3.5 Inspections**

The District shall perform inspections on all utility and residential construction within the District to assure compliance with this Ordinance. All existing residential, commercial and industrial establishments are subject to inspection for proper operation of waste containers, dumpsters, enclosures and etc. Inspection of existing devices shall be



scheduled in accordance with District policy with the property owner or property agent.

- 3.5.A The District or its contractor shall have the right to perform inspections of dumpsters for compliance with this Ordinance at all times or to respond to notification of potential violations of this Ordinance.
- 3.5.B The District or its contractor shall have the right to inspect the residential solid waste route for compliance with this Ordinance at all times or to respond to notification of potential violations of this Ordinance.
- 3.5.C Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel or its Contractor to enter or have access to premises or facilities in accordance with this Article, the District may forthwith give written notice of its intent to suspend water, sewer and trash service to such user. Such notice shall be given in accordance with Article 6, Discontinuance of Service. Suspension based on these sections shall be treated as a suspension for refusal of access under said Article 3.

### **3.6 Franchise Agreement**

District is hereby authorized and empowered, through its Board, to enter into a contract (“Franchise Agreement”), exclusive or otherwise, with any Person (“Collector”) for the right and privilege of collecting Solid Waste within the District, upon such terms and conditions, consistent with this Ordinance, as the Board may deem for the best interests of the District, which contract shall reference and incorporate this Ordinance.

- 3.6.A **Solid Waste:** Any such contract shall provide that the Collector shall collect, transport and dispose of all Garbage and Rubbish at the rates established in the contract; that the Collector shall be responsible for the collection, transportation, and disposal of said Solid Waste at such place or places as may be available, and by such means or methods as are approved for such collection, transportation, and disposal, pursuant to this Ordinance and all ordinances, rules or regulations of County, the Tahoe Regional Planning Agency, the State of Nevada, or other governmental agency having jurisdiction over said waste disposal and disposal practices, holding District harmless from any responsibility, liability, or damages from the collection, transportation, and disposal operation, and that the Collector shall pay to the District that amount at such times as are determined by the Board.
- 3.6.B **Service:** The Collector shall provide not less than weekly service to each owner, resident, or tenant within the District upon a regularly scheduled basis, and shall collect all Solid Waste as often as may be required by the District or any owner, resident, or tenant.
- 3.6.C **Suspension:** Service to any owner, resident, or tenant may be suspended for nonpayment of the rates established in the contract between the Collector and District. Prior to suspension of such service, Collector shall notify District, in writing, of the date of suspension and the reason therefore. Minimum service charges will continue throughout duration of suspension.
- 3.6.D **Discontinuance of Service:** A customer may only discontinue service provided for



in this Ordinance contingent upon the other services of the District (water and sewer) being similarly discontinued, and the water meter removed, and the premises vacated, as more fully described in the Ordinance.

- 3.6.E Recycling: The District shall provide for a recycling program within the Franchise Agreement. Such a program shall provide for collection of recyclable materials at curbside, in designated containers, for both residential and commercial customers. The costs of the recycling program shall be included in the standard service rates, but additional charges also may be imposed.

### **3.7 Handling of Solid Waste**

- 3.7.A Prohibited methods of disposal. It is unlawful for any person to:
- 3.7.A.1 Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the town, any solid waste, hazardous waste or recyclables.
  - 3.7.A.2 Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables upon the public or private property or premises or into the waste container [of] any other person, business, or entity within the town, unless the waste container is designated for public use except as may be provided for in this chapter.
  - 3.7.A.3 Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.
  - 3.7.A.4 Allow solid waste and hazardous waste to accumulate upon the premises under his or her control in an amount which is detrimental to the public health or safety or which results in unsightly or unsanitary conditions.
  - 3.7.A.5 Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables in any areas of the town not designated, authorized or licensed by the District for deposit of these materials.
  - 3.7.A.6 Identification of the owner of any solid waste which is disposed of in violation of this section creates a reasonable inference that the owner is the person who disposed of the solid waste. The fact that the disposal of the solid waste was not witnessed does not, in and of itself, preclude the identification of its owner.



- 3.7.B Except as set forth herein, no Person shall collect or transport Solid Waste within the District without first having entered into a contract (Franchise Agreement) with the District, or being within one of the categories as set forth below, or obtained a permit from the District to do so. No other Person shall make or enter into any contract for the collection, transport, other removal, or disposal of Solid Waste within the District during the term of the Franchise Agreement, or of any extension or renewal thereof.
- 3.7.C The categories of materials listed below may be collected and transported by Persons other than the Collector, provided all licensing and permitting requirements are met:
  - 3.7.C.1 Collection, disposal, and transport of Construction and Demolition Waste.
  - 3.7.C.2 Waste generated from residential or commercial premises by businesses such as yard clean up services, tree trimming, gardening, landscaping, and the like, where the collection and hauling of solid waste is incidental to the labor necessary to provide the service.
  - 3.7.C.3 A property owner may self-haul and dispose of solid waste from his premises to an approved disposal area, provided the accumulation being hauled is contained or covered to prevent spillage onto streets or highways, and this is a cleanup of premises. A property owner shall not hire any party other than Collector to haul solid waste under this subsection.
  - 3.7.C.4 District shall have the right to collect and dispose of Rubbish and Garbage from its own facilities, with its own forces, including the collection, hauling, and disposal of bio-solids and sludge.

## **4 ARTICLE 4 STORAGE AND COLLECTION RULES**

### **4.1 Waste Containers**

- 4.1.A Every occupant or tenant of any property or premises within the District shall provide one or more Waste Containers for receiving and holding all Garbage, Rubbish and other Solid Waste generated upon said premises until the times of collection and removal. Containers must be placed in an accessible location to be serviced by the Collector.
- 4.1.B Residential Waste Containers supplied by the owner shall not exceed a capacity of thirty-two (32) gallons and fifty (50) pounds in weight, be constructed of metal or an approved plastic material and type, be water-tight, be equipped with handles, and have tight-fitting covers with handles and shall, at all times, be proof against access of flies to the contents thereof.
  - 4.1.B.1 All Solid Waste must be kept free from pests and vermin, including but



not limited to dogs, bears, coyotes, and raccoons, by means of storage location, times of placement, and removal from curb, and/or use of approved Wildlife Resistant containers or a Bear Shed Box.

- 4.1.C Collector may, upon request of the owner, occupant, or tenant of any premises within the District, provide waste containers for the use of occupants or tenants.
- 4.1.D Accumulations of Rubbish not in Waste Containers must be in disposable bags or boxes, or be bundled and be tightly secured. Bundles, bags, or boxes placed by the customer must not exceed fifty (50) pounds in weight, not be larger than three and one-half (3.5) cubic feet, and be less than four (4) feet in length.
- 4.1.E Customers shall be required to have and utilize an appropriate structural space for storage of all Waste Containers (other than dumpsters and drop boxes or approved wildlife-resistant containers) between pick-up dates.
  - 4.1.E.1 The adequacy of structure shall be as determined by the Director of Public Works, but would typically include a garage, utility room, or enclosed shed, approved wildlife container, bear shed box, or other similar solutions.
  - 4.1.E.2 District approval of building permit applications shall be subject to this provision.
  - 4.1.E.3 Upon request during transfer or sale of property, the District shall provide notice of compliance with this provision.
- 4.1.F Persons placing Waste Containers outside their premises shall be responsible for locating the containers to avoid overturning or disturbance by animals, vehicular traffic, or vandalism. All Waste Containers and Solid Waste are the responsibility of the property owner until collected.
- 4.1.G All Solid Waste generated by any Person on any property must be disposed of in accordance with this Ordinance. No Person shall place any Solid Waste on the property of another Person to be picked up by the Collector.

## **4.2 Residential Service**

- 4.2.A Standard residential collection service shall allow two (2) Collector-supplied waste carts, or customer supplied waste containers for garbage and rubbish in bags or otherwise contained in a total amount of 1 cubic yard. All waste to be collected shall be placed at the customer's curbside no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 7:00 a.m. Every owner or occupant shall keep the area within six (6) feet of the waste container free of garbage, trash, debris, and snow. The waste container shall be removed from curbside by end of day.
- 4.2.B The collection of recyclable materials shall occur bi-weekly on the same day as garbage collection. All recyclable materials to be collected shall be placed at the



customer's curbside no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 7:00 a.m. Every owner or occupant shall keep the area within six (6) feet of the recycling container free of garbage, trash, debris, and snow. The recycling container shall be removed from curbside by end of day.

### **4.3 Commercial Service**

- 4.3.A Standard commercial collection service shall allow at least one (1) Waste Container, according to the service collection service selected by customer from the Collector's rate sheets. All Waste Containers shall be placed in an accessibly designated space, no earlier than 5:00 a.m. on the specified collection day of each week. Every owner or occupant shall keep the area within six (6) feet of the waste container free of garbage, trash debris, and snow.
- 4.3.B The collection of recyclable materials shall occur based on the service selected by customer. All recyclable materials to be collected shall be placed in an accessibly designated space, no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 5:00 a.m. Every owner or occupant shall keep the area within six (6) feet of the recycling container free of garbage, trash, debris, and snow.
- 4.3.C Customers with commercial service will not be eligible for yard debris programs offered by Collector.

### **4.4 Dumpster Use, Location, and Enclosure**

- 4.4.A Each dumpster and its cover shall be kept clean, and the cover shall be and remain latched or locked except to place Solid Waste therein, or to empty or clean the same.
- 4.4.B Each dumpster shall be screened or enclosed, in accordance with standards as approved by the Director of Public Works, and so placed and kept as not to be visible from any street, adjoining property, or public area at any time except after 5:00 a.m. on collection day when they are placed adjacent to the street for removing and emptying by the Collector.
- 4.4.C After collection, dumpsters must be returned to their storage location. The District shall require compliance with these Ordinances as a condition of approval for any building permit requested for a customer's property.
- 4.4.D Dumpsters shall be covered and kept latched and locked to remain free from pests and vermin, including but not limited to dogs, bears, coyotes, and raccoons at all times.
  - 4.4.D.1 Property manager, owner and/or occupant must schedule immediate collection of Solid Waste to avoid overfilled dumpsters or accumulation outside of dumpster.
  - 4.4.D.2 Accumulation of waste matter outside a dumpster, even within dumpster



enclosure, is a violation of this Ordinance.

- 4.4.E Customers utilizing dumpsters will cooperate with the District for posting of public education and signage in and around dumpster locations.

#### **4.5 Medical Waste Containers**

- 4.5.A Containers used for disposal of Home-Generated Sharps Waste, and all medical, dental, or veterinary specimens, samples or such wastes shall be locked and the contents disposed of in a manner as to preclude salvage, infection, or nuisance.
- 4.5.B The customer shall use Collector-supplied containers or other approved containers for collection and disposal of Home-Generated Sharps Waste.

#### **4.6 Service Identification**

- 4.6.A All properties to be served by the provisions of this Ordinance must display on the property where receptacles are to be serviced, the street number which will properly identify the property.
- 4.6.B Such address numbers shall be in contrasting colors as approved by the Architectural Committee, and shall be in the manner required by Washoe County.
- 4.6.C All Waste Containers shall be identified to each owner or collection customer.

### **5 ARTICLE 5 BILLING AND COLLECTION**

#### **5.1 Charges**

- 5.1.A Charges shall be collected from the owner, agent, or occupant of each property or premise within the District for the collection, removal, and disposal of Solid Waste, at the rates established in the Franchise Agreement, and as may be changed according to the provisions of the Franchise Agreement.
- 5.1.B For the purpose of establishing charges, each unit in a multi-family dwelling building having individual Waste Container service shall constitute a separate residential premise and customer. Commercial establishments shall include, without limitation, stores, markets, restaurants, and similar establishments, including apartment houses and condominiums.
- 5.1.C All charges established for the collection, removal, and disposal of Solid Waste from residential premises, except the special yard service charge described herein, shall be payable whether the premises are occupied or not, unless the premises are unoccupied and service has been discontinued as provided herein.
- 5.1.D In the event customer makes use of a locking, steel bear shed box, it shall be located within twenty (20) feet of any roadway. It is the responsibility of customer to provide access to and keep the area to and from the street clear for Collector. In the event access is not provided or the Collector cannot get to the enclosure,



Collector is not required to service the container and, instead shall bring the location to the attention of the District. These enclosures will be billed at the Standard Service rate. Enclosures placed further than twenty (20) feet from edge of roadway may be subject to Special Yard Service.

**5.2 Rates for Unclassified Premises**

In any case where the charge for collection, removal, and disposal of Solid Waste is not established in the agreement between the Collector and the District, such charge shall be determined by agreement between the Collector and the Person for whom such service is performed; PROVIDED, however, that said Person shall have the right to request the Board to make a determination of charges for any such service, and the Board's determination in such matter shall be final.

**5.3 Special Yard Service Charge**

A special service charge, in addition to the collection rate charge, may be made in cases where containers are not placed within ten (10) feet of the edge of the roadway adjacent to the property.

The special yard service charge shall apply to collection from a driveway or immediately adjacent thereto of a residence with less than a fifty-foot (50') setback from the street. Where collection is from a location where more than one man is required to handle the receptacle and/or more than fifty-foot (50') setback, then the special charge may be negotiated between the property owner and the Collector. The application of this charge may be appealed to the Board, whose determination in any such matter shall be final.

**5.4 Penalty for Late Payment**

All charges and fees billed by the District shall become due and payable upon presentation. Payments not received by the last day of the billed cycle in which they are due 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 credited towards the oldest balances first, including penalties.

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 a twenty-five dollar (\$25) administrative charge will be levied by the District, plus any additional charges imposed 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.

**5.5 Billing**

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

**5.6 New Connections**

Upon connection to the District's water distribution system, the applicable refuse service charges shall begin on the first day of the next billing period following final inspection of the permitted project.



**5.7 Disconnection**

When requested by Customer, refuse service charges shall be discontinued only upon physical disconnection from the distribution system as defined by Ordinance 2, Article 15 and Ordinance 4, Article 10.

**5.8 Transfer of Ownership**

Services are not discontinued upon transfer of ownership. The District or the Collector will not prorate charges on account upon transfer of ownership. Title Company must notify the District or the Collector of pending sale or transfer of a property. If notification is not received from the title company the current property owner is liable for the previous charges on the account.

**5.9 Person Responsible for Payment**

All charges, fees and amounts due and payable shall be billed to the owner of the premises, whether or not the owner is also the occupant. For the purposes of the Ordinance, determination of lot or parcel ownership shall be based upon the latest records of the Assessor's Office of Washoe County.

**5.10 Billing Time**

Bills for refuse service shall be rendered at the beginning of each billing period and are payable upon presentation.

**5.11 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.

**5.12 Collection by Suit**

As an alternative to any of the other procedures herein provided, Collector or 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. Charges may also be added to another monthly utility bill payable by the owner or occupant of the premises per Article 5.13 of this Ordinance.

**5.13 Collection with Utility Charges of District**

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

**5.14 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."

**6 ARTICLE 6 DISCONTINUANCE OF SERVICE**

**6.1 Customer's Request for Discontinuance of Service**



A Customer's refuse service shall only be discontinued under a Washoe County demolition permit. All refuse 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.

**6.2 For Nonpayment of Bills**

A Customer's service may be suspended for non-payment of a bill for service furnished if the account becomes delinquent, provided the District or the Collector has given the Customer at least five (5) days prior written notice of such intention.

6.2.A During the discontinuance for non-payment, full monthly charges will apply.

6.2.B Written notice postings may be billed a posting service charge.

**6.3 Disconnection**

Premises to which charges have become delinquent may be disconnected, and in the instance of refuse charges only being delinquent, water service may be disconnected.

**6.4 Liability for Bills**

Failure to receive bill does not relieve Consumer of liability. Any amount due shall be deemed a debt to the District or the Collector, and any person, firm, or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court or competent jurisdiction for the amount thereof.

**6.5 For Noncompliance with Rules**

The Collector or 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.

**6.6 Refusal to Serve**

6.6.A Conditions for Refusal. The Collector or District may refuse an Applicant for service under the following conditions:

6.6.A.1 If the Applicant for service is not within the boundaries of the Incline Village General Improvement District.

6.6.A.2 If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.

6.6.A.3 If the Applicant fails to comply with any of the rules as approved by the Board of Trustees.

6.6.A.4 If, in the judgment of the District, the Applicant's installation for utilizing the service is unsafe or of such nature that satisfactory service cannot be rendered.

6.6.B Notification to Customers. When an Applicant is refused service under the provisions of this rule, the Collector or 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.



## **7 ARTICLE 7 ORDINANCE NON-COMPLIANCE**

### **7.1 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 waste container, or permit the same to be done, in violation of this Ordinance.

7.1.A All Waste Containers and Solid Waste are the responsibility of the property owner until collected. In the event of disturbance and spills, the District or its Contractor will perform an immediate clean-up, with charges and penalties assessed per this Ordinance. The District may also order additional pick-up by collector.

7.1.B A residential service violation shall include but not be limited to:

7.1.B.1 Solid waste being placed at the curb on the wrong specified pick-up day or prior to 5:00 a.m. on the pick-up day.

7.1.B.2 Solid waste spilled on the property.

7.1.B.3 Solid waste not properly contained within the container.

7.1.B.4 Yard debris shall only be placed at the curb for pick-up on the specified pick-up day and be properly stickered using collector supplied stickers.

7.1.C A Commercial Service Violation shall include but not be limited to:

7.1.C.1 An overfilled dumpster.

7.1.C.2 A dumpster not secured, dumpster not tightly closed and locked or latched (there shall be no gap between lid and bin).

7.1.C.3 Solid waste on top of or outside of dumpster.

7.1.C.4 Solid waste inside or outside of enclosure.

7.1.C.5 Enclosure doors not secured.

7.1.C.6 Solid waste spilled around the enclosure.

### **7.2 Authorized Remedies for Non-Compliance**

One or more of the following remedies are available to the District for failure of any person to comply with any provisions of this Ordinance:

7.2.A Termination of utility service(s);

7.2.B Assessment of fees established by the District.

7.2.B.1 Fees. 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.

7.2.B.2 Fees accrued from any non-compliance of this Ordinance shall be assessed as determined by the Director of Public Works..

7.2.B.3 Fees may increase with each additional offense within a set time period as established by the Director of Public Works, i.e., assessed charges and penalties will accumulate per property.

7.2.B.4 A property will revert back to no offenses after twenty-four (24) months without a violation.

7.2.B.5 Fee Schedule for Non-Compliance:

<b>Commercial Dumpster and Commercial Waste Cart Service Fee Schedule for Non-Compliance with Ordinance Provisions</b>	
1 <sup>st</sup> Offense	2 <sup>nd</sup> and Subsequent Offenses
Up to \$500	Up to \$999
<ul style="list-style-type: none"> <li>• Fees are non-refundable except upon relief provided under appeal process or with installation of enhanced wildlife resistant dumpster within 60 days of billed fee.</li> <li>• A Commercial Service Violation shall include but not be limited to, an overflowing dumpster, dumpster not secured, dumpster not tightly closed and locked or latched (there shall be no gap between lid and bin), solid waste on top of or outside of dumpster, solid waste inside or outside of enclosure, enclosure doors not secured after service, or any solid waste spilled around the enclosure. Consideration may be given for a unique illegal dumping incident. Multiple requests for relief of violation from reported illegal dumping will not be considered.</li> <li>• An empty dumpster is not a violation if left unlatched.</li> </ul>	

<b>Residential Waste Service Fee Schedule for Non-Compliance with Ordinance Provisions</b>	
1 <sup>st</sup> Offense	2 <sup>nd</sup> and Subsequent Offenses
Up to \$500	Up to \$999
<ul style="list-style-type: none"> <li>• Fees are non-refundable except upon relief provided under appeal process or with installation of bear box within 60 days of billed fee.</li> <li>• A Residential Service Violation shall include but not be limited to, solid waste being placed at the curb on the wrong specified pick-up day or prior to 5:00 a.m. on the pick-up day, solid waste spilled on the property or the solid waste not properly contained within the container.</li> </ul>	

7.2.C Assessment of late charges based upon regulations established by the District under Article 5 of this Ordinance;



- 7.2.D Assessment of damages resulting from the person's non-compliance;
- 7.2.E Forfeiture of all or part of a deposit and any accumulated interest;
- 7.2.F Seeking injunctive relief against any violator of this chapter, with or without prior notice, to prevent or correct any solid waste, hazardous waste or recyclable materials problem.
- 7.2.G Seeking damages from the person or entity in the Washoe County District Court; and/or
- 7.2.H Referring violations that may involve criminal conduct to the Washoe County Sheriff.

### **7.3 Remedy Guidelines**

The District shall use the following guidelines when considering the appropriate sanctions to be imposed in any given case:

- 7.3.A Whether the sanction is required by this Ordinance or other applicable law, or whether imposition is discretionary;
- 7.3.B The minimum sanction needed to effect compliance;
- 7.3.C The harm to operation of the District if the sanction is not imposed;
- 7.3.D The person's past record of compliance or non-compliance, or good faith efforts to achieve compliance;
- 7.3.E The harm to other persons or property if the sanction is not imposed; and
- 7.3.F The effectiveness of similar sanctions in securing compliance in other cases.

### **7.4 Inspection**

To maintain compliance with these Ordinances, the District or its Contractor shall have the right to perform all inspection, perform clean-ups and order additional waste collection pick-ups when deemed necessary by the Department of Public Works. Any charges for such additional pick-ups will be charged to the customer's account.

### **7.5 Grievances**

Any person aggrieved by a determination of the District to terminate service(s) or assess fees or penalties may file a written grievance with the Director of Public Works. However, determinations made by Collector referenced at Section 3.6 of this Ordinance, including but not limited to determinations regarding service rates and charges, shall not be grievable.

- 7.5.A Time Period: The aggrieved person must file a written grievance with the Director of Public Works within sixty (60) days from the date of the action from which the grievance arises, which may be the date the aggrieved person receives the determination letter or other notification of a determination by the Director, or else the person's right to grieve the matter is forfeited



- 7.5.B Contents of Grievance: The written grievance must be addressed to the Director of Public Works and set forth the specific grounds for the grievance. The person shall submit all documentary evidence the person wants the Director to take into consideration.
- 7.5.C Director Decision: The Director of Public Works shall issue a written decision on the grievance within fifteen (15) working days of receipt of the grievance. The written decision shall set forth a statement of facts leading up to the grievance and the grounds for the decision on the grievance.
- 7.5.D Administrative Appeal: If the person is not satisfied with the Director of Public Works decision on the grievance, he may submit a written request for an administrative appeal to the Hearings Panel. The written request for an administrative appeal to the Hearings Panel must be submitted within thirty (30) calendar days from the date the person receives or should have received notice of the Director of Public Works decision.
- 7.5.E Hearing Before Hearing Panel: The person may request an administrative hearing in his request for an administrative appeal. If the person requests a hearing, the Hearing Panel shall schedule the hearing within thirty (30) calendar days of the date of receiving the administration appeal request. The Hearings Panel shall send the person written notice of the time and location of the hearing. At the hearing, the person may present evidence, inspect the evidence of the District and be represented by legal counsel.
- 7.5.F Finality of Decision: The decision of the Hearing Panel shall be final.



Reviewed and  
Approved:

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KENDRA WONG, Chair

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JIM HAMMEREL, Vice Chair

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JASON D. GUINASSO, ESQ., District  
General Counsel

I hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1 as amended by Resolution No. \_\_\_\_\_ at the regular meeting of the Board of Trustees of the Incline Village General Improvement District duly held on \_\_\_\_\_.

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**BILL DEVINE, Treasurer**





**Solid Waste Ordinance #1**

**Public Hearing**

**September 23, 2015**

# Ordinance 1 Schedule

Date	Action
July 29, 2015	Board of Trustees sets public hearing date of September 23, 2015 for Ordinance 1 amendments
August 20, 2015	Legally required notice goes into the <i>North Lake Tahoe Bonanza</i>
August 20, 2015	Draft copy of proposed Ordinance 1 is available for public review and comment
September 17, 2015	Display ad goes into the <i>North Lake Tahoe Bonanza</i> as a courtesy reminder of the public hearing
September 23, 2015	Board Meeting: Public hearing is held at the time and place so noticed
September 23, 2015	Board Meeting: Included on the Board of Trustees agenda is a General Business item, following the Public Hearing, to adopt the proposed amendments to Ordinance 1

# Article 1 – General Provisions

Article 1 additions will aid those who will interpret the provisions of Ordinance 1

- Declaration, Section 1.1: IVGID Policy to provide clarity to the authority underpinning Ordinance.
- Findings, Section 1.3: Establishes the intentions for adopting the Ordinance.
- Purposes, Section 1.4: Clarifies the purposes of the Ordinance.
- Policy, Section 1.5: Clarifies the policy expectations for enforcement of Ordinance 1.

# Article 2 -Definitions

## New and Modified Definitions including:

- Agent, 2.1
- Biohazardous Waste, 2.2
- Commercial, 2.6
- Customer, 2.9
- Garbage, 2.13
- Hearings Panel, 2.14
- Multi-Family Residential, 2.16
- Recyclable Materials, 2.18
- Residential, 2.19
- Single Family Residential, 2.21
- Waste Container, 2.23
- Yard Debris, 2.24

# Article 3 – Solid Waste Rules

- Moved the findings language from Section 3.1 to Article 1 under Findings, Section 1.3.
- Broke up long paragraphs for clarity with respect to provisions.
- Added Section 3.5 concerning inspections performed by District.
- Added Section 3.6.C concerning suspension of service.
- Handling of Solid Waste now clearly delineates prohibited methods of disposal.

## Article 4 – Storage and Collection Rules

- Add language that residential waste container shall not exceed 50 lbs, previously 75 lbs.
- Add bear shed box as an acceptable container under waste containers.
- Add recycling language under Residential and Commercial Service.
- Add language specifying that the area around garbage containers and recycling containers must be kept clear.

# Article 5 – Billing and Collection

Added Billing and Collection language to be consistent with Water and Sewer Ordinance:

- Billing, 5.5
- New Connections, 5.6
- Disconnection, 5.7
- Transfer of Ownership, 5.8
- Person Responsible for Payment, 5.9
- Billing Time, 5.10
- Represents Lien on Property, 5.11
- Collection by Suit, 5.12
- Collection with Utility Charges of District, 5.13
- Discontinuance of Service upon Delinquency, 5.14

# Article 6 – Discontinuance of Service

Added Discontinuance of Service language to be consistent with Water and Sewer Ordinance:

- Customer's Request for Discontinuance of Service, 6.1
- For Nonpayment of Bills, 6.2
- Disconnection, 6.3
- Liability for Bills, 6.4
- For Noncompliance with Rules, 6.5
- Refusal to Serve, 6.6

# Article 7 – Ordinance Non-Compliance

- Violations are more clearly defined for residential and commercial service, 7.1.
- Added Authorized Remedies for Non-Compliance, 7.2.
- Fee tables (formerly Exhibit A) now included in Section 7.2.
- Added Remedy Guidelines, 7.3.
- Added Grievance procedure as Section 7.5.

# Legality of Fines per NRS

- NRS 318.170 provides authority to levy fines and penalties.
- Specifically states “... Make and enforce all necessary regulations for the removal of sewage, garbage and other refuse,...”
- District can adopt additional “sanitary” regulations, and fine up to \$100 for violation of the “sanitary” regulation.
- There are no statutes or cases prohibiting GIDs from assessing fines and penalties.