



**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 December 14, 2016

Resolution No. 1852



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## 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 Severability**

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 Bear Shed**

Wildlife resistant enclosure that is constructed of metal, concrete, or masonry, has a secure door for access, is affixed to the ground, and is resistant to wildlife, including bears. A bear shed is primarily used in residential applications and typically holds 1, 2 or 3 containers.

**2.3 Bin**

Receptacle for solid waste or other materials provided by the Collector, having a capacity of three (3), four (4), or six (6) cubic yards and that has a tight-fitting, attached metal lid which can be locked, and is designed to be dumped mechanically into a front-loading or rear-loading collection vehicle.

**2.4 Biohazardous Waste**

Biohazardous Waste (See Washoe County District Board of Health Regulations (DBHR))

**2.5 Board**

The Board of Trustees of the District.

**2.6 Cart**

Industry standard, wheeled container of approximate thirty-two (32), sixty-four (64), or ninety-six (96) gallon capacity provided by Collector to customers for collection of solid waste or recyclables.

**2.7 Clean-Up**

The removal and collection of solid waste, including overturned or vandalized waste containers and accumulation.

**2.8 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.

**2.9 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.

**2.10 Construction and Demolition Waste**

Solid waste of a non-putrescible material, generated from the demolition, construction, or remodel of building structures, waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures. Such wastes include, but are not limited to, bricks, concrete, other masonry materials, soil, rock, lumber, road spoils, rebar, paving materials, and tree stumps.

**2.11 Container**

Carts, bins, compactors, and drop boxes or other containers provided by Collector for use to provide the services.

**2.12 County**

The County of Washoe, Nevada.

**2.13 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.

**2.14 Director of Public Works**

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

**2.15 District**

The Incline Village General Improvement District (IVGID).

**2.16 Enhanced Wildlife Resistant Cart**

A wheeled container of approximate sixty-four (64) or ninety-six (96) gallon capacity that has been reinforced with steel and equipped with a locking mechanism that prevents access to the containers by wildlife.

**2.17 Enhanced Wildlife Resistant Bin**

The various types of bins that have been reinforced with higher grade steel, self-closing lids and locking mechanisms that prevent access to the containers by wildlife.

**2.18 Franchise Agreement**

The Solid Waste Franchise Agreement between the District and the Collector.

**2.19 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:

2.19.A Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;

2.19.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;

2.19.C Any component used in the preparation or manufacture of matter intended for animal or human consumption; and

2.19.D Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.

2.19.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.

2.19.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.

## **2.20 General Manager**

Is the General Manager of the District.

## **2.21 Hazardous Waste**

Wastes that are defined as hazardous wastes or any other radioactive, volatile, corrosive, flammable, explosive, biohazardous, or toxic waste, substance or material, as defined by or listed or characterized under applicable federal, state, or local laws or regulations, including, but not limited to the Washoe County Board of Health Regulations § 010.324; NRS 459.400 to 459.600, inclusive; the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 et seq.

## **2.22 Hearings Panel**

This panel will include the General Manager and two (2) members of the Board.

## **2.23 Home-Generated Sharps Waste**

. Sharps, as defined in Washoe County Board of Health Regulation § 010.652, which are generated from private residences and handled in accordance with applicable law

## **2.24 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.

## **2.25 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.

## **2.26 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.

## **2.27 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.



### **2.28 Rubbish**

Shall be any non-putrescible solid waste, exclusive of those un-sanitized 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.

### **2.29 Single-Family Residential**

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

### **2.30 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.

### **2.31 Source Separated Recyclables**

Recyclables that have been segregated from other solid wastes at the point of generation and placed into designated individual containers.

### **2.32 Wildlife Resistant Enclosure**

A wildlife resistant enclosure shall be an enclosed structure, made of metal, wood, stone, brick, concrete or equivalently sturdy material, consisting of four (4) sides, a secure door and a roof or cover. The door shall have a latching device of sufficient design and strength to prevent access by wildlife, especially bears. Gaps between walls, roof and doors should prevent access by wildlife. These wildlife resistant enclosures hold carts or containers. Wildlife resistant enclosures shall meet design standards of the Collector and require approval by the District and the Collector prior to construction. A bear shed typically meets the requirements of a wildlife resistant enclosure.

### **2.33 Yard Debris**

Material generated from plants, including branches or small trees (2” or less in diameter), bushes, pine needles, and grass clippings or similar material on residential or commercial premises, except bulky waste.

## **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 container.

3.4.B In the event of a spill of solid waste on any premises outside the building and that spill 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 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 C&D Waste; (Construction and Demolition)
  - 3.7.C.2 Excluded solid waste; (per Franchise Agreement)

- 3.7.C.3 Yard debris removed from any premises by a gardening, landscaping or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service;
- 3.7.C.4 Solid waste which is removed from any premises and personally transported by the person who generated the solid waste, provided that the solid waste being hauled is contained or covered to prevent spillage onto streets or highways. This exemption applies only to the occasional cleanup of the premises and shall not be a regular occurrence. This exemption does not apply if the person generating the solid waste hires any party other than Collector to haul the solid waste generated.
- 3.7.C.5 Solid waste and/or recyclables generated at the District's own facilities which are collected and transported using the District's own equipment and employees, including the collection, hauling, and disposal of bio-solids and sludge.
- 3.7.C.6 Source-separated recyclables that are donated or sold by the generator to youth, civic, charitable, or other nonprofit organizations.
- 3.7.C.7 Source-separated recyclables which are personally transported by the generator to one of the recycling centers maintained by the Collector or to any third party recycling center;
- 3.7.C.8 Source-separated recyclables generated by commercial customers that are placed in containers, contain at least 90% recyclables, collected through a private arrangement with the generator, and for which the generator is compensated at market rates, as determined by District, for the recyclables collected.

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

### **4.1 Waste Containers**

- 4.1.A Residential Containers - Residential customers shall utilize collector supplied cart for receiving and holding all solid waste and recycling generated by the customer until the time for collection and removal by Collector. Unless customer requests a different size container, Collector shall provide the customer with a 64-gallon cart. Notwithstanding the above, the Collector is not required to provide a cart to residential customers who store and properly secure their own container in a bear shed, provided however that such customer-supplied container shall not exceed 35 gallons in size or 50 pounds in weight. In addition, if requested by the customer or as directed by the District, Collector shall provide customers with an enhanced wildlife resistant cart. Customers who utilized an enhanced wildlife resistant cart prior to October 1, 2016 can continue to use their own cart and will pay a published rate for service. A bag is not a residential container for garbage. Appropriate bags shall only be used for the yard debris program. The default



residential service includes one 64-gallon recycling cart.

Customers are responsible for the proper use of their containers. Any damage caused to the container beyond normal wear and tear is the responsibility of the customer. In the event the container needs to be replaced due to customer damage, costs will be charged to customer at published rates to replace the container by collector. Examples of such damage could be burning of the container, damage caused by impact with a car or other piece of equipment, etc.

4.1.B Commercial Containers - Commercial customers shall utilize Collector supplied bin or enhanced wildlife resistant cart of types, sizes, and quantities of containers requested by the customer. However, if directed by the District or requested by the customer, Collector shall supply commercial customers with the type, size or quantity of enhanced wildlife resistant bin. Commercial customers who utilized an enhanced wildlife resistant bin prior to October 1, 2016 can continue to use their enhanced wildlife resistant bin and will pay a rate for service. The default commercial service includes one 96-gallon recycling cart.

4.1.C Customers shall be required to have and utilize an appropriate structural space, enclosure, bear shed or wildlife resistant enclosure for storage of all containers between pick-up dates. Drop boxes are exempted.

4.1.C.1 The adequacy of structure shall be as determined by the Director of Public Works.

4.1.C.2 District approval of building permit applications shall be subject to this provision.

4.1.C.3 Upon request during transfer or sale of property, the District shall provide notice of compliance with this provision.

4.1.D Persons placing containers outside their building or structural space for collection shall be responsible for locating the containers to avoid overturning or disturbance by animals, vehicular traffic, or vandalism. All containers and solid waste are the responsibility of the property owner until collected.

4.1.E 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 shall be in approved containers, or bear sheds. All waste to be collected in the collector supplied container shall be placed at the customer's curbside in a serviceable location 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. Bear sheds are serviced in their location by Collector.

- 4.2.B The collection of recyclable materials shall occur weekly on the same day as garbage collection. All recyclable materials to be collected shall be in approved containers and 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. Bear sheds are serviced in their location by Collector.

Yard Debris Collection. Customers shall annually receive 96 stickers to place on plastic bags containing yard debris that will be collected on the Customer's collection day during a sixteen (16)-week period. Additional yard debris bags left out by customer that do not contain a sticker will be charged at published rates. Each sticker may be placed on one heavy-duty bag of any color (except blue), not exceeding 40 pounds in weight, and tied or knotted to prevent spillage of the bag's contents.

Christmas Tree Recycling. Collector will offer one week of curbside Christmas tree pick-up to each residential customer annually and drop off at a District-designated location in the Franchise area.

### **4.3 Commercial Service**

- 4.3.A Standard commercial collection service shall require 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. Service begins at 5:00 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.
- 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 or Christmas Tree programs offered by Collector.

### **4.4 Multi-Family Residential Service**

Multi-family residential customers may elect to have residential service or commercial service. Such election shall be made by the owner(s) of the property.

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

- 4.5.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.
- 4.5.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.
- 4.5.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.
- 4.5.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.
  - 4.5.D.1 Property manager, owner and/or occupant must schedule immediate collection of Solid Waste to avoid overfilled dumpsters or accumulation outside of dumpster.
  - 4.5.D.2 Accumulation of waste matter outside a dumpster, even within dumpster enclosure, is a violation of this Ordinance.
- 4.5.E Customers utilizing dumpsters will cooperate with the District for posting of public education and signage in and around dumpster locations.

#### **4.6 Medical Waste Containers**

- 4.6.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.
- 4.6.B The residential customer shall use Collector-supplied containers or other approved containers for collection and disposal of home-generated sharps waste.

#### **4.7 Service Identification**

- 4.7.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.
- 4.7.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.





4.7.C All 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 fees shall be collected for Ordinance non-compliance as defined in this Ordinance and as may be changed according to the provisions of the Franchise Agreement and Ordinance.
- 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.
- 5.1.C All charges established for the collection, removal, and disposal of Solid Waste from residential premises 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, 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 a roll-out collection side yard service charge.

### **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 Roll-Out Collection Side Yard Service Charge**

Side yard service shall be provided to disabled or frail elderly customers, free of charge that (1) are physically unable to move carts as verified by a doctor's note or letter, and (2) annually sign a sworn statement that they live in a residence with no other residents capable of moving carts. Other customers desiring side yard service may be charged the fees for doing so as set forth in published rates.

#### **5.4 Penalty for Late Payment**

All charges and fees billed by the District or Collector 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 an administrative charge will be levied by the District or Collector, 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 or Collector for any returned check/electronic funds transfer fees charged by a bank.

#### **5.5 Billing**

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

#### **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 will not prorate charges on account upon transfer of ownership. Title Company must notify 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. Charges for excess refuse and Ordinance non-compliance are billed in arrears.

#### **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 and Ordinance non-compliance fees 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 outside the building.

7.1.B.3 Solid waste placed at the curb for service on the pick-up day at the proper time but not properly contained within the container.



- 7.1.B.4 Loose or non-contained garbage placed next to the container.
- 7.1.B.5 Overflowing container.
- 7.1.B.6 Garbage placed in bags next to the container at the curb.
- 7.1.B.7 Anything in the judgement of the Director of Public Works which constitutes a violation of the General Provisions of this Ordinance.
- 7.1.B.8 Yard debris which is properly bagged and identified with the Collector provided tag for the current year shall only be placed at the curb for pick-up during the annually designated 16-week timeframe for the yard debris program in accordance with the published procedures. All other times of placement at the curb are a violation.

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
- 7.1.C.7 Anything in the judgement of the Director of Public Works which constitutes a violation of the General Provisions of this Ordinance

## **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 and collected with other utility charges per Article 5 of this Ordinance



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 zero (0) offenses with a change in ownership of the property. New property owners shall be responsible for selecting their container and level of service with the Collector.

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

<b>Residential Waste Service Fee Schedule for Non-Compliance with Ordinance Provisions</b>	
1 <sup>st</sup> Offense	Mandatory 64 or 96 gallons Enhanced Wildlife Resistant Cart Service
2 <sup>nd</sup> Offense	\$100 to \$999
3 <sup>rd</sup> and Subsequent Offenses	\$500 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 shed within 60 days of billed fee or mutually agreed upon time frame.</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 solid waste placed at the curb for service on the pick-up day at the proper time but not properly contained within the container. This can include loose garbage placed next to the container, an overflowing container and garbage placed in bags next to the container at the curb.</li> </ul>	

<b>Commercial Waste Service Fee Schedule for Non-Compliance with Ordinance Provisions</b>	
1 <sup>st</sup> Offense	Up to \$999
2 <sup>nd</sup> and Subsequent Offenses	\$500 to \$999
<ul style="list-style-type: none"> <li>Fees are non-refundable except upon relief provided under appeal process or with use of enhanced wildlife resistant dumpster within 60 days of billed fee or mutually agreed upon time frame.</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>	

- 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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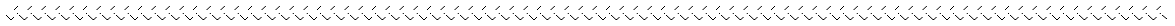
KENDRA WONG, Chair

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PHILIP HORAN, 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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JIM HAMMEREL, Treasurer