INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT ~ ONE TEAM

Resolution No. 1930

A RESOLUTION AMENDING ORDINANCE NO. 2
An Ordinance Establishing Rates, Rules, and Regulations for Sewer Service by the Incline Village General Improvement District

WHEREAS, on the 14th day of October 2026, a public hearing was held by the Board of Trustees of the Incline Village General Improvement District to consider the adoption of amendments to Ordinance No. 2, titled "An Ordinance Establishing Rates, Rules, and Regulations for Sewer Service by Incline Village General Improvement District and

WHEREAS, notice of said hearing was properly published; and

WHEREAS, testimony was presented as to the necessity for the adoption of the proposed amendments; and

WHEREAS, all interested parties were allowed at the public hearing and prior thereto, to present in writing or orally, information, views, and arguments; and

WHEREAS, the Board of Trustees, after considering all of the testimony, information, views and arguments, have determined that adoption of the proposed amendments is in the best interests of the District and is required.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, that it hereby amends Ordinance No. 2 as shown in Exhibit A attached hereto, effective immediately.

* *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 14th day of October 2026, by the following vote:

AYES, Trustees Dave Noble, Mick Homan, Michelle Jezycki,Ray Tulloch, and Chair Michaela Tonking
NOES: N/A
ABSENT: N/A

Dave Noble,
Board Secretary

Attest: Heidi White,
District Clerk

Exhibit A

ORDINANCE NO. 2

SEWER ORDINANCE

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

As Adopted on *October 14, 2026*
Resolution No. 1930

INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT

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ARTICLE 1 - GENERAL PROVISIONS

1.01 Short Title

This ordinance may be cited as "Incline Village General Improvement District Sewer Ordinance" and is hereinafter referred to as “Ordinance.”

1.02 Enabling Statutes

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

1.03 Words and Phrases

For the purpose of this ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

1.04 Sewer System

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

1.05 Separability

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

1.06 Posting

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

1.07 Relief on Application

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

1.08 Relief on Own Motion

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

1.09 Violations and Penalties

A. **Violations**. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any plumbing or permit the same to be done in violation of this code.

B. **Penalties**. Any person, firm, or corporation violating any provision of this code shall be penalized in accordance with the provisions of the applicable law. Each separate day or any portion thereof during which any violation of this code occurs or continues shall be deemed to constitute a separate offense.

1.10 Ruling Final

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

ARTICLE 2 - DEFINITIONS

2.01 Accessory Dwelling Unit (ADU)

A secondary residential dwelling unit located on the same parcel as a primary residence that contains complete and independent living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation. For purposes of this Ordinance, an ADU shall constitute a separate dwelling unit – whether attached or detached - for determining sewer capacity, connection requirements, user charges, inspections, and other utility service obligations as established by this Ordinance.

2.02 Additional Definitions

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

2.03 Administrative / Customer Service Account Charge

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

2.04 Agent

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

2.05 Applicant

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

2.06 Application

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

2.07 Average Month

Shall mean thirty (30) days.

2.08 Billing Period

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

2.09 Board

The Board of Trustees of the District.

2.10 Building

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

2.11 Capacity Adjustment Factor

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

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

2.12 Capital Improvement Charge

That portion of the monthly billing to pay for capital costs of service. For billing purposes, customers will be billed this rate multiplied by the appropriate capacity adjustment factor for their service size.

2.13 Combined Sewer

A sewer receiving both surface runoff and wastewater.

2.14 Communal Sewer

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

2.15 Contractor

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

2.16 Correction Notice

A written administrative enforcement document issued by an official District representative identifying a violation of a sewer ordinance or related regulations, describing the corrective action required to achieve compliance, specifying the time allowed for correction, and advising the customer of the consequences of failing to comply, including possible civil, administrative, or judicial enforcement.

2.17 County

The County of Washoe, Nevada.

2.18 Customer

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

2.19 Customer Building Sewer Outlet

That part of the horizontal piping of a drainage system which extends two (2) feet outside the foundation from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer delivery system, or other point of disposal.

2.20 Date of Presentation

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

2.21 Director of Public Works

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

2.22 District

The Incline Village General Improvement District (IVGID).

2.23 District Engineer

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

2.24 Fixed Charge

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

2.25 Fixture Unit

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

2.26 General Manager

The General Manager of the District.

2.27 Inspector

That person so designated by the District Engineer to perform inspections, tests, fixture unit counts and related work in determining compliance with IVGID Standard Specifications for Construction and ordinances.

2.28 Law

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

2.29 Main Extension/Capacity Enhancement

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

2.30 Metered Service

Is a service for which charges are computed on the basis of measured quantities of water, sewage, or liquid wastes.

2.31 Outside Sewer

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

2.32 Owner

The person owning the property, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's Office, or the person in possession of the property or building under claim of, or exercising acts of ownership over same for himself/herself, or as executor, administrator, guardian or trustee of the Owner.

2.33 Permanent Service

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

2.34 Permit

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

2.35 Person

Any individual, partnership, corporation, governmental agency, or other organization operating as a single business entity.

2.36 Point of Sale

The transfer of ownership of real property by sale, exchange, installment contract, land contract, or other conveyance for valuable consideration. The point of sale begins when the owner enters into a legally enforceable agreement to transfer ownership and continues through the closing of the transaction, recording of the conveyance, transfer of sewer utility service responsibility, and satisfaction of all sewer-related conditions required by this Ordinance.

2.37 Premises

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

2.38 Private Sewer

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

2.39 Private Sewer Service Lateral / Delivery Systems

That portion of any sewer beginning at the Customer Building Sewer Outlet (2.19) of any building or industrial facility and running to and including the point of Service Connection to the public sewer or to a private sewer disposal system.

2.40 Publicly Owned Wastewater Treatment Plant/Treatment Plant

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

2.41 Sanitary Sewer

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

2.42 Service Classifications

Shall be defined as follows:

A. **Commercial Service:** Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service.

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Garages, sheds, and other auxiliary spaces are not used for this calculation.

B. **Domestic Service:** Service to a residential Customer. Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential service on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

C. **Mixed Use Service**: Mixed use service has commercial and residential services. Mixed use premises may install two separate water and sewer services to separate the commercial from the domestic uses and pay appropriate rates and connection fees for domestic and commercial service

D. **Industrial Service:** Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, pumping plants, etc., i.e., in extractive fabrication or processing activities).

E. **Single Family Residential Unit:** A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

This service classification can include a family operated business within or part of the family residence, and the supporting services to the family residence, and the supporting services to the family residential customer on the same un-subdivided premises as the family residential unit. An Accessory Dwelling Unit (ADU), as defined in Section 1.01, may also be located on the same premises and shall be considered an additional residential use and an additional user for purposes of this Ordinance. The fixture unit count for these services shall be added to the single-family unit in determining connection charges.

E. **Multi-Family Residential Unit:** The place of residence of a single family dwelling within a multi-unit complex, Common Interest Community, mixed use service with greater than 50% square footage of residential area or Condominium Hotel. The single family dwelling premises and the service thereto, whether a separate building, a multiple building, a townhouse, an apartment, a mobile home, a condominium or any other type of living unit that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes. Clubhouses, poolhouses, restaurants and similar facilities that are part of a multi-unit complex, Common Interest Community, or Condominium Hotel will be counted as additional units for billing purposes in determining base rates.

2.40 Service Connection

The point of connection where the Private Sewer Service Lateral / Delivery System connects with the District's sewer main, including all components to make the connection to the District's sewer main. The District's sewer main may be located in an easement or public right-of-way. The customer owns and shall maintain the Private Sewer Service Lateral / Delivery System.

2.41 Service Size for Billing Purpose

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

2.42 Sewer Main

A pipe or conduit for carrying wastewater.

2.43 Storm Sewer

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

2.44 Storm Water

Water or rainfall or other precipitation which drains from the ground or other catch basin during or following a storm. No storm water connection shall be allowed to the sanitary sewer.

2.45 Variable Cost

That portion of the monthly billing used to pay for the variable costs of service, which are calculated based on water use.

2.46 Waste

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

2.47 Wastewater

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

ARTICLE 3 - GENERAL RULES

3.01 Rules and Regulations

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

3.02 Purpose

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

3.03 Violation Unlawful

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

3.04 Protection from Damage

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District collection or treatment works. Any person violating this provision shall be subject to the penalties provided by law, and shall be responsible for the cost of repair.

3.05 Violation

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

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

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

3.06 Notices to Customers

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

3.07 Notices from Customers

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

3.08 Public Nuisance

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

3.09 Disconnection

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

3.10 Means of Enforcement Only

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

3.11 Liability for Violation

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

3.12 Permits and Fees

No public sewer, Sewer Service Lateral /Private Sewer Delivery System or other sewerage facility connected or to be connected to the sanitary sewer or treatment works of the District shall be installed, altered or repaired within the District until a permit for the work has been obtained and all fees paid in accordance with the requirements of Article 12 of this ordinance.

3.13 Responsibility for Loss or Damage

A. The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a person or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which sewer service is supplied.

B. The person will be held responsible for damage to the District's facilities and other property resulting from the use or operation of appliances and facilities on customer's premises, including damage caused by steam, hot water, chemicals, electrical connections, grease sewer overflow or back-ups, etc.

C. Contractors, Owners' agents, or other persons responsible for damage to District property shall be required to pay for repair, replacement, or other compensation resulting from such damages.

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

3.14 Uniform Plumbing Code/ IAPMO

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

A. By this Ordinance revision all reference to and use of the current adopted version of the Uniform Plumbing Code and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards as approved by the Director of Public Works and all other ordinances or parts of ordinances in conflict with the hereafter adopted new ordinance revision are herewith and hereby repealed.

B. District Ordinances 2 and 4, as accepted and amended, supersede any UPC requirements and definitions which differ.

ARTICLE 4 - SEWER DEPARTMENT

4.01 Creation

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

4.02 General Manager

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

4.03 Director of Public Works

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

A. Duties.

(1) The Director of Public Works shall compute, prepare and mail bills as hereinafter prescribed; make and deposit collections, maintain proper books of account, collect, account for and refund deposits, do whatever else is necessary or directed by the Auditor of the District to set up and maintain an efficient and economic bookkeeping system and perform any other duties now or hereafter prescribed by the Board.

(2) He/She shall regularly inspect all facilities related to the District sewer system, to see that they are in good repair and proper working order, and to note violations of any sewer regulations. He/She shall also perform the duties of sewer inspector.

(3) He/She shall set the design criteria for and provide approval of public and communal sewer systems and maintain compliance with all of the provisions of the ordinance, rules and regulations of the District.

B. **Violation, Repairs**. He/She shall report any violations or disrepair promptly to the General Manager. If the work required is in the nature of an emergency, he/she shall take whatever steps are necessary to maintain service to users pending action by the General Manager.

C. **Supervision**. He/She shall supervise all repair or construction work authorized by the Board or General Manager, and perform any other duties prescribed elsewhere in the ordinance or which shall be hereafter prescribed by the Board or General Manager.

4.04 Inspections

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

4.05 Performance of Duties

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

4.06 Consolidations

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

4.07 Consequences of Denial of Entry or Access

Where an owner or user, after having received reasonable notice from the District, refuses to permit properly identified District personnel to enter or have access to premises or facilities in accordance with Article 4.04, above, the District may forthwith give written notice of its intent to terminate water, sewer and trash service to such user. Such notice shall be given in accordance with Article 14, Billing and Collection and Article 15, Discontinuance of Service. Termination based on these sections shall be treated as a termination for refusal of access under said Article 4.

4.08 Violation

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

A. **Amounts.** Violations of these Regulations shall be subject to civil monetary penalties established by a) applicable Nevada statues or administrative code, b) Nevada Environmental Protection Division and the District and c) by such penalty schedules as may from time to time be adopted by the District and appended to these Regulations.

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

ARTICLE 5 - USE OF PUBLIC SEWERS REQUIRED

5.01 Disposal of Wastes

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

5.02 Treatment of Wastes Required

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

5.03 Unlawful Disposal

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

5.04 Occupancy Prohibited

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

5.05 Sewer Required

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

A. **Manner of Connection and Service**. Prior to any connection to the public sewer, an approved permit for such connection shall be obtained and all fees paid in full for such connection.

(1) A condition for obtaining a permit shall be the approval of plans and specifications for the works to be served and conformance with the IVGID's Standard Specifications for Construction of utilities for single family dwellings and small commercial projects.

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

(3) In all buildings in which the plumbing system is too low for gravity flow to the public sewer, wastewater carried by the building drain shall be lifted by pump or other means approved by the District and discharged to the Public Sewer at the expense of the Owner.

(4) Buildings served by Private Sewer Service Lateral / Delivery System with the lateral connection below the manhole rim of the immediate upstream manhole of the public sewer shall provide at the Owner's expense such protective devices as an approved backwater valve in the private sewer delivery system as may be necessary to protect Owner against flooding. The District shall not be responsible for any damages from flood or damages caused by flow to Owner's buildings or property regardless of whether such facilities are located below the hydraulic grade line of the Public Sewer.

B. **Protection of Excavation**. All excavations for sewer installations shall be adequately guarded with barricades or lights to protect the public from hazard. Streets, sidewalks, parkways, easements and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or other person or agency having jurisdiction.

C. **Approval of Private Sewer Delivery System**. Prior to any service, a representative of the District shall inspect the connection to the public sewer system, and prior to covering the Private Sewer Service Lateral / Delivery System shall determine compliance with approved plans and District specifications before authorizing any service. Noncompliance with plans or specifications shall be corrected prior to any service by the District.

ARTICLE 6 - APPLICATION FOR REGULAR SEWER SERVICE

6.01 Application

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

(1) Date and place of application.

(2) Location of premises to be served. Size, location, the number and kinds of fixtures, the quantity and wastewater characteristics to be served.

(3) Date Applicant will be ready for service.

(4) Whether the premises have been heretofore provided with sewer service by the District.

(5) Purpose for which service is requested.

(6) Name and address to which bills are to be mailed or delivered.

(7) Whether Applicant Signatory is record owner of the premises to be served or his authorized agent.

(8) Rate schedule to be applied (where optional rates are in effect).

(9) Other such information as the District may reasonably require.

(10) Proof of approved sewer testing, as required, and in conformance to IVGID's Standard Specifications for Construction.

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

6.02 Forms of Application

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

6.03 Undertaking of Applicant

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

6.04 Individual Liability for Joint Service

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

6.05 Change in Customer's Equipment or Operations

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

6.06 Special Cases

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

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

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

6.08 Establishment of Credit

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

A. Applicant owns the premises for which service is requested.

B. Applicant makes the deposit prescribed in Article 6.09.

C. Applicant arranges a guarantor satisfactory to the District for the payment of Applicant's bills for service.

D. Applicant has been a Customer of the District and during the last twelve (12) consecutive months of that prior service has paid all bills for service without having been posted for or disconnected for nonpayment thereof.

6.09 Re-establishment of Credit

In the event an Applicant was previously a Customer of the District and the District discontinued service during the last twelve (12) consecutive months of that prior service for nonpayment of bills, the Applicant shall be required to pay any unpaid balance due the District for the premises previously served and may be required to reestablish credit by making the deposit prescribed in Article 6.10.

6.10 Amount to Establish or Reestablish Credit

The amount of the deposit shall be at the discretion of the District and is subject to change if found to be insufficient, but will not be required to be greater than three months estimated bill.

6.11 Applicability to Unpaid Accounts

The District shall first apply all deposits, toward the satisfaction of the unpaid bill(s) of the Applicant.

6.12 Return of Deposits

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

6.13 Connection to System Required Within 540 Days of Application

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

6.14 Changes in Use or Uses of Served Property

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

Effective on May 1, 2017, all parcels proceeding through a building permit that changes the square footage or the mix of commercial and residential use on the premise will be evaluated as either commercial or domestic service and billed connection fees and water and sewer rates accordingly. Premises that have both residential and commercial use shall be billed as a commercial service if the total square footage of the occupied building space is greater than 50% commercial. Premises that have both residential and commercial use shall be billed as a residential service if the total square footage of the occupied building space is greater than 50% residential. Garages, sheds, and other auxiliary spaces are not used for this calculation.

6.15 Connection Charges

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

A. **Units Inside of District**. Sewer connection fees are based on water service size for billing purposes and shall be charged as shown in the current Schedule of Service Charges. Each dwelling of multiple dwellings on a single parcel shall constitute a separate unit. Mixed used service that has been determined to be billed as residential will be billed one connection charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).

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

C. **Remodeling Connection Charges.** If remodeling necessitates upgrade of the water meter sewer connection fees shall be charged equal to the fee for the upgraded meter size as described in Item A above minus the sewer connection fees for the existing water meter size. All existing residential connections are deemed ¾ inch unless a connection fee has been paid to the District for an upgrade.

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

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

7.01 Application

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

7.02 Investigation

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

7.03 Ruling

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

7.04 District Lines

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

7.05 District Extension

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

7.06 Determination

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

7.07 Refund Agreement

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

7.08 Extension by Customer

In special cases where extension of the District's mains to a point adjacent to Customer's premises is not feasible, in the opinion of the District, Customer may lay service pipe, at his own expense, from Customer Sewer Service Lateral to point of Service Connection where a tap can be made directly to the District's then existing main. Customer is responsible for obtaining all required permits associated with this work, including but not limited to an NDEP Sewer Project.

7.09 Point of Connection

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

7.10 Additional Components Required

If additional components beyond that normally provided by the District should be required to facilitate the Service Connection to the District Sewer Main, Customer shall provide, operate, maintain and replace such components, all at their own expense. Additional components include but are not limited to sewer pumps, lift stations, force main piping, backwater valves, cleanouts, etc.

7.11 No Obligation by District

The District shall at no time in the future be required to lay additional District Sewer Main to provide service to said Customer or others supplied through said Customer Sewer Service Lateral or Service Connection.

7.12 All Costs to be Borne by Customer

Original Customer shall pay all charges for service provided through their Service Connection, at the point of Service Connection to the District Sewer Main.

ARTICLE 8 - PUBLIC SEWER

8.01 Extensions

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

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

B. The cost of the extension and appurtenances will be based on the size of collection lines consistent with the service requirement specified by the District.

C. The size, type, quality of materials, and their location will be specified by the District. Construction will be by the District or other authorized agency or contractor.

D. All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the Applicant. The Owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.

E. Extensions and/or capacity upgrade financed by the Applicant shall be prorated to the number of possible users along the extension, and when any connection is made for which an advance has been made by an Applicant, then that portion used by another shall be refunded to the Applicant making the advance.

F. Refunds shall not be made to any Applicant exceeding the amount of the original advance. Upon termination of a ten (10) year period, any balance remaining of the advance shall become the property of the District.

G. All Sewer Main extensions will become the property of the District immediately upon completion of construction and verification by the District of compliance with all rules, regulations and specifications required by the District and be operated and maintained by the District at its own expense.

H. Acceptance criteria shall include, but not be limited to the following:

(1) Submittal to the District of a written application by record owner, or duly authorized agent acting on behalf of the owner, requesting a main line extension. This application shall contain the legal property description, Assessor's Parcel Number, map or plan showing proposed extension and connection, easements or rights of way to be granted or procured,

(2) Completion of the form established for the purpose intended for the extension of main lines,

(3) Submittal of proposed plans, profiles and specifications, prepared and stamped by a registered Nevada Engineer,

(4) Submittal of an as-built plan and profile stamped as above upon completion of the main line extension,

(5) Completion of all required testing to the satisfaction of the District, and

(6) Completion of all appropriate legal documentation incidental to the transfer of ownership to the District;

I. All expenses incurred and incidental to the line extension and/or capacity enhancement shall be borne by the Applicant.

J. District approval shall be based on compliance with all District ordinance rules, regulations and policies.

K. No extension contract, or any rights thereunder, granted under this provision may be assigned without written notification to the District by the registered holder of the contract.

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

9.01 Permit Required

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

9.02 Construction Requirements

Construction of Customer Building Sewers and Private Sewer Service Lateral / Delivery Systems shall be in accordance with the requirements hereof.

9.03 Size and Slope

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

9.04 Separate Sewers

No two buildings on separate parcels shall be permitted to join in the use of the same Private Sewer Service Lateral / Delivery System. One or more buildings located on a lot or parcel belonging to the same owner may be served with the same Private Sewer Service Lateral / Delivery System during the period of said ownership. Upon the subsequent subdivision of said ownership thereof, the portion not directly connected with a public sewer shall sever the connection to the jointly used Private Sewer Service Lateral / Delivery System and connect directly to the public sewer. Exceptions may be made

for those presenting to the District a consensual recorded easement between the owners of record. This does not apply to Multi-Family Homeowner Associations.

9.05 Old Building Sewers

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

9.06 Cleanouts

Cleanouts shall be provided and maintained in the building sewer at a location three feet outside the foundation wall of the building. They shall also be provided and maintained at any change of direction of 90° or aggregate thereof, and where the building sewer crosses the property line. All cleanouts shall be maintained water tight, with a plug enclosure constructed entirely of plastic or nylon, no makeup of this plug shall be constructed of metal materials. The cleanout shall be covered by a concrete box with a steel lid marked sewer set to finished grade. Additional cleanouts may be required at the discretion of the District.

9.07 Individual Sewage Pump Stations

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

9.08 Service Connections

A. The District will authorize Customer to extend and connect Customer's private sewer disposal system to the District's main or wye branch at Customer's expense.

Building sewer connection to private sewer disposal system shall be made in accordance with IVGID requirements to construct water and sewer and private communal utility systems.

B. Building Sewers shall not be constructed prior to District verification of existing connection to public sewer.

C. The costs incurred for the construction of the above connection shall be the responsibility of the record owner requesting such and the connection shall be at the location specified by the District.

D. All water and sewer testing is required to comply with Federal, State and local regulations, laws or ordinances and shall be at the expense of the Applicant.

E. When in the opinion of the Director of Public Works there is danger of sewer backup from the public sewer, similar backwater devices must be installed and maintained at the owner's expense.

9.09 Backflow Prevention Devices

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

9.10 Maintenance

The District will not be responsible for the installation and maintenance of the sewer or waste lines beyond the point of Service Connection of the Private Sewer Service Lateral / Delivery System to the public sewer (reference Article 9.11, below). It shall be the owner's and/or customer's responsibility to verify that fixtures and piping conform to the requirements of all State, County or Municipal ordinances, laws and regulations and be properly maintained.

9.11 Connection to Public Sewer

A. **Connection point:** The connection of the Building Sewer and Sewer Service Lateral / Private Sewer Delivery System into the Public Sewer shall be made at a point where the Customer Building Sewer Outlet intersects the property line if such Building Sewer is at a location acceptable to the District. All Building Sewers, in service or abandoned, are the responsibility of the property owner up to the point where the building sewer meets the main in any street or easement, including the connection point and all components. Abandoned sewer laterals shall be capped or removed so that they are no longer hydraulically connected to the sewer main.

B. **Location:** The location of all sewer connection points shall be approved by the District.

C. **Installation Standards**: The connection to Public Sewer shall be installed in accordance with all rules, regulations and standards of the IVGID's Standard Specifications for Construction.

9.12 Protection of Excavation

All excavations for sewer installations shall be adequately guarded with barricades and/or lights so as to protect the public from hazard. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or any other person having jurisdiction thereunder. Open excavations in public right of ways related to private construction or connection to District sewer mains shall be backfilled within 48 hours.

9.13 Maintenance of Building Sewer

A. Building Sewers to and including the point of connection to Public Sewer shall be maintained by the record owner served by that Building Sewer.

B. It is unlawful for any record owner of a house, building or property connected to a public sewer to maintain the Private Sewer Service Lateral / Delivery System or building sewer in a condition that is incapable of passing a test as specified in Section 9.14. Sewers are to be maintained free of defects that could potentially result in reduction of flow capacity, increase potential of overflows, or allow the infiltration of ground and/or surface waters into the sewer.

C. All Private Sewer Service Lateral / Delivery Systems and Building Sewers, including lines serving residential, multiple residential and commercial connected to a public sewer shall be cleaned and tested as specified in Section 9.14 prior to completion of the following events:

(1) Remodel or addition to a house, building or property served.

(2) Installation or deletion of additional plumbing fixtures, building or property served.

(3) Change of use of a house, building or property served from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.

(4) Repair or replacement of all or part of the building sewer or Private Sewer Service Lateral / Delivery System.

(5) Determination by the Director of Public Works that the cleaning and testing is required for the protection of the public health, safety or welfare.

D. The record owner of any house, building or property shall conduct all cleaning and testing required at his sole expense and shall notify the District in accordance with District policy for the inspection of the testing and cleaning. If conducted without such notice it shall not satisfy the requirements of this section. The Customer shall be liable for damages if lateral cleaning causes a sewage backup downstream as a result of materials dislodged by the cleaning operation. An inspector of the District shall be required to be on-site.

E. The Director of Public Works shall have the authority to waive the cleaning and testing requirements if testing was performed within a prior ten year period and the Director of Public Works determines that such testing is not necessary and will provide notice in writing.

F. In the event that cleaning, testing, repair or replacement is required at a time when weather conditions or excavation restrictions prohibit such repairs, the Director of Public Works may defer completion of the requirements until such date as agreed upon between the record owner and the District. If the test is deferred, the record owner shall post a performance bond with the District in an amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the building sewer or Private Sewer Service Lateral / Delivery System. In such an event, the testing requirements shall be completed by June 15 of the following year.

G. If the property is being sold and weather conditions or excavation restrictions prohibit testing, the record owner shall escrow funds in the amount equal to one hundred twenty-five percent (125%) of the District's estimate of the cost of replacing the Private Sewer Service Lateral / Delivery System. Funds held in escrow will not be released without written notice by the District to the title company holding such funds. If the testing requirements are not completed by the time set by the ordinance, the funds held in escrow shall be released to the District. The funds shall be used by the District for physical disconnection, testing, repair or replacement of the Private Sewer Service Lateral / Delivery System. Should such costs exceed the amount held in escrow, the difference shall be billed to the record owner.

H. In the event a Private Sewer Service Lateral / Delivery System or building sewer does not meet the standards set forth in Article 9.11, Subsection D and Article 9.14, the record owner shall complete corrective work and testing shall be performed within thirty days from the date of the original test.

I. A State of Nevada licensed contractor shall be responsible for the performance of all work connected with the cleaning and testing of Private Sewer Service Lateral / Delivery Systems. If the record owner chooses to perform the cleaning and testing, they may do so by obtaining authorization from the District and by posting a bond in the amount specified in the current Fee Schedule. Contractors and owners must post a certificate of insurance with the District showing property damage and public liability in an amount satisfactory to the District.

9.14 Testing

Testing shall be conducted in accordance with the most current adopted edition of the Uniform Plumbing Code, Standard Specifications for Public Works Construction "Orange Book" as adopted by Washoe County, and/or the IVGID's Standard Specifications for Construction. In the case of conflicting requirements, the District requirements shall prevail.

9.15 Modification of Time-Frame

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

ARTICLE 10 - PUBLIC AND PRIVATE COMMUNAL SEWER SYSTEM CONSTRUCTION

10.01 Permit Required

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

10.02 Plans, Profiles and Specifications Required

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

10.03 Easements or Rights-of Way

A. In the event that an easement is required for the extension of the Public Sewer or the making of connections, the Applicant shall procure and have accepted by the Board a proper easement or grant of right-of-way sufficient in law to allow the laying and maintenance of such extension or connection. Easements or rights-of-way are reserved for the servicing of utilities, and no structure or building shall be placed within or over easements or rights-of-way, nor shall these areas be occupied or used in any manner as to restrict or deny access for repairs or maintenance, and all costs of removing, repairing or replacing land surfaces, paving, landscaping or other occupancies shall be charged to the property record owner.

B. In order to preserve the health, safety and welfare of the residents of the District, and in order to comply with the Environmental Protection Agency's Safe Drinking Water Act/Surface Water Treatment Rule and the Clean Water Act and the intents and specifications thereof, the District requires and shall be allowed open and continuous access by its personnel over, across, through, and under all easement locations for normal and emergency operation of the District-wide infrastructure.

C. Types of obstructions restricted within easement areas include:

(1) Residential site improvements, such as landscaping, boulders, lawn, flower beds, gardens, irrigation systems, outbuildings, secondary residences, fences, walls, gazebos, paving, and other site improvements and ancillary improvements associated therewith.

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

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

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

10.04 Mitigation of Encroachments onto Easements and Rights of Way

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

10.05 Persons Authorized to Perform Work

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

10.06 Grade Stakes

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

10.07 Compliance with Local Regulations

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

10.08 Protection of Excavation

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

10.09 Design and Construction Standard

A. Minimum standards for the design and construction of Sewers within the District shall be in accordance with the IVGID's Standard Specifications for Construction and Ordinance rules and policies heretofore or hereafter as amended by the District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

B. Record, "as-built" drawings showing the actual location of all mains, structures, wyes and Building Sewers or Private Sewer Service Lateral / Delivery Systems shall be filed with the District before final acceptance of the work.

10.10 Completion of Sewer Required

Before any acceptance of any sewer line by the District and prior to the admission of any wastewater into the system, the sewer line shall be tested and shall be complete in full compliance with all requirements of the most recently adopted edition of the Uniform Plumbing Code, Standard Specifications for Public Works Construction "Orange Book" as adopted by Washoe County , and/or the IVGID's Standard Specifications for Construction, and to the satisfaction of the District Engineer.

ARTICLE 11 - USE OF PUBLIC SEWERS

11.01 Drainage into Sanitary Sewers Prohibited

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

11.02 Combined Sewers

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

11.03 Required Use of Grease Interceptors, Interceptors and Separators

Grease interceptors, interceptors and separators shall be required when and where necessary for the removal of grease, oil, sand, garbage, flammable wastes or other waste components not typically present in wastewater. No such device shall be required for residential service. Grease interceptors, interceptors and separators and sampling pits shall be constructed to prevent any bypass of matter prohibited in the wastewater system.

A. **Capacity:** Grease interceptors, interceptors and sand/oil separators shall be constructed to prevent any bypass of matter prohibited in the wastewater system. Grease interceptors, interceptors and sand/oil separators shall be a minimum capacity as specified in the Uniform Plumbing Code and shall meet IVGID's Standard Specifications for Construction.

B. **Grease Interceptors**. Grease interceptors shall be installed for establishments where food is prepared or other establishments where grease is introduced into the drainage or sewage system in quantities that can affect sewer mains, affect wastewater treatment or have other negative impacts on the sewer system. Grease interceptor Plan Requirements: Plans submitted to the

Washoe County Building Department for permitting grease interceptors shall include the following:

(1) The design, operation and sizing of all interceptors shall be performed by a licensed engineer using the formula from the most recent District-adopted UPC, as specified in Appendix H, Section H 901.0.

(2) No food waste disposal unit or dishwasher shall be connected to or discharge into any interceptor unless specifically designed for this function.

(3) Hydromechanical grease interceptors are permitted. As per Section 11.03.B.1 (above), sizing calculations for all proposed interceptors shall be provided as part of the Washoe County Building Department permitting process. The Applicant must submit a technical memorandum or cover letter stamped by a Nevada professional licensed engineer that summarizes the applicable sizing calculations and verifies minimum performance requirements are satisfied.

C. **Service Log:** The owner or operator of the establishment or business conducted on the premises where the grease trap or interceptor and/or sand/oil separators are located shall maintain a log describing the date and type of all service and maintenance performed in connection with the grease trap or interceptor and/or sand/oil separator, the identity of the person who performed the service or maintenance, the amount of residue removed from the grease trap or interceptor and/or sand/oil separator on each date, the method of disposal of the residue, and copies of the receipts for service. The log entries shall be maintained for twelve months, along with photocopies of receipts for service, and shall be made available for inspection and copying by the District representative. The schedule for service and maintenance of a grease trap or interceptor and/or sand/oil separator shall be subject to approval by the District.

D. **Prohibitions:** The introduction of emulsifiers, bacteria, enzymes or any other product into the grease trap or interceptor or any part of the sewer system is prohibited.

E. **Inspections:** The District may determine frequency of inspections. If upon inspection, it is determined that the prescribed maintenance/cleaning has not been performed, a District representative shall be scheduled in advance by the owner/agent to inspect the subsequent maintenance/cleaning. Inspections may be billed in accordance with the current Fee Schedule.

11.04 Limitations on the Use of Garbage Grinders

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

11.05 Maintenance of Pretreatment Facilities

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

11.06 Preliminary Treatment of Wastes

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

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

11.07 Measurements and Tests

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

11.08 Types of Wastes Prohibited

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

A. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.

B. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

C. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure, or any other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with proper operation of the treatment works.

D. Any waters or wastes having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the treatment works.

E. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater treatment process, constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the wastewater treatment plant.

F. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant.

G. Any noxious or malodorous gas or substance capable of creating a public nuisance.

H. Any septic tank sludge.

I. Any commercial detergent or cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydration or electrolytic process).

11.09 Limitations on Wastewater Strength

No person shall discharge wastewater containing constituents in excess of:

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

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

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

11.10 Swimming Pools

It shall be unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer except in the manner specified herein. If the water is discharged by pumping, the rate of flow shall not exceed twenty (20) gallons per minute, or a discharge flow rate approved by the District Engineer in writing. Each swimming pool discharging to a sanitary sewer shall be equipped with an approved air gap to preclude any possibility of a backflow of wastewater into the swimming pool or piping system. No discharge of the contents of a swimming pool into a sanitary sewer shall be made until a permit therefore has been obtained from the District. Such discharge shall be made only at the time and in the manner specified by the District or its authorized representatives and subject to the rules and/or regulations of the District on a case by case basis.

11.11 Limitations on Point of Discharge

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

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

No person shall discharge to the public sewer by means of sewer line cleaning equipment as a scheduled maintenance operation or under emergency conditions without first contacting the District Utilities Department. In all cases a means of extracting solid material from the District mains at a manhole shall be required. Acceptable means of extraction shall be by trapping, vacuum equipment or other appropriate means, as approved by the District Engineer. Notification shall be provided in accordance with District policy, of any cleaning activity for an onsite inspection by the District.

ARTICLE 12 - PERMITS AND FEES

12.01 Permit Required

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

12.02 Application for Permit

A. Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the Washoe County Building Department for that purpose. They shall give a description of the character of work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The Inspector may require plans, specifications or drawings and such other information as they may deem necessary.

B. If the District determines that the plans, specifications, drawings, description or information furnished by the Applicant is in compliance with the ordinances, rules and regulations of the District, the Washoe County Building Department shall issue the permit applied for upon payment in full of the required fees to the District as hereinafter fixed.

12.03 Compliance with Permit

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

12.04 Agreement

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

12.05 All Work to be Inspected

All sewer construction work, Building Sewers, plumbing and drainage systems shall be inspected by an Inspector acting for the District to ensure compliance with all requirements of the District. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the District's public sewer until the work covered by the permit has been completed, inspected and approved by the Inspector. If the test proves satisfactory, and all construction work is in compliance with all applicable rules and regulations of the District, and the sewer has been cleaned of

all debris accumulated from construction operations, the Inspector shall issue a certificate of satisfactory completion.

12.06 Notification

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

12.07 Correction of Work

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

12.08 All Costs Paid by Owner

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

12.09 Outside Sewers

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

12.10 Permit Optional

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

12.11 Special Outside Agreements

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

12.12 Street Excavation Permit

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

12.13 Liability

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

12.14 Final Inspection

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

ARTICLE 13 - SEWER CAPITAL IMPROVEMENT CHARGE

13.01 Capital Improvement Charge

A sewer capital improvement charge shall be billed to each residential, industrial and commercial sewer service as shown in the current Schedule of Service Charges.

13.02 Sewer System Repair Fund

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

13.03 Unimproved Parcels

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

ARTICLE 14 - BILLING AND COLLECTION

14.01 Billing

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

14.02 New Connections

Upon connection to the District's water distribution system, the applicable sewer service charges shall begin on the first day of the next billing period following installation of the water meter.

14.03 Disconnection

When requested by Customer, sewer service charges shall be discontinued only upon physical disconnection from the distribution system as defined by Article 15 of this Ordinance.

14.04 Transfer of Ownership

Services are not discontinued upon transfer of ownership. District will not prorate charges on account upon transfer of ownership. Upon notification of pending sale or transfer of a property, District will obtain final water meter consumption reading on the date specified by the title company. If notification is not received from the title company for a final read the current property owner is liable for the previous charges on the account.

14.05 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.

14.06 Billing Time

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

14.07 Penalties

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

14.08 Represents Lien on Property

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

14.09 Collection by Suit

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

14.10 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 Service Administration Solid Waste Fee , 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.

14.11 Discontinuance of Service upon Delinquency

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

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

Checks and electronic funds transfers presented in payment of bills which are returned by a bank shall be treated as though no payment had been made, and an administrative charge as shown in the current Fee Schedule will be levied by the District, plus any additional charges levied by the bank. Redemption of returned checks may be required to be by cash or equivalent. The customer must reimburse the District for any returned check/electronic funds transfer fees charged by a bank to the District. Accounts with returned EFTs may no longer be eligible for the EFT payment option. Discontinuance of the EFT payment option shall be at the discretion of the Director of Public Works.

14.13 Service Charges

Any user of the District's sewage facilities shall pay to the District a sewer service charge in accordance with the schedule attached as the current Schedule of Service Charges. Monthly sewer charges shall begin as determined by the Director of Public Works. The Board of Trustees shall set the sewer service charges when approving the annual Capital Improvement Plan and Operating Budget.

14.14 Adjustment for Billing Errors

If a billing error is identified, the District shall correct the billing error in accordance with Ordinance #4 Section 9.16. When an error results in overbilling, the Customer shall be credited or refunded for the overbilled amount for a period not to exceed six (6) months. When an error results in underbilling, the District may recover the underbilled amount for a period not to exceed six (6) months.

14.15 Outside Users

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

14.16 Multi-Unit Residential Accounts

The charge for multi-unit residential accounts using common meters shall be determined by multiplying the number of units by the fixed and capital improvement charge for a residential service plus the administrative customer service account charge plus the variable charges in accordance with the current Schedule of Service Charges. Mixed used service that has been determined to be billed as residential will be billed one base charge for each residential unit and each equivalent residential unit per 39 fixture units of commercial service. Fractions will be rounded to nearest whole number, example: 58 fixture units = 1.49 and rounded to 1.0 units, 59 fixture units = 1.51 and rounded to 2.0 units. The minimum equivalent residential unit amount shall be 1.0, (one).

14.17 Call-Out Service Charges

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

14.18 Disputed Bills

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

(2) **Failure to Make Deposit**. Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by the District that such deposit be made or service may be discontinued, shall warrant the District in discontinuing the service to the Customer without further notice.

(3) **Resolution of Dispute**. In the event of dispute between the Customer and the District respecting any bill, charge or service, the District shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the Customer. In the event that the complaint cannot be satisfactorily adjusted, the District or the Customer may make application to the Board of Trustees for adjustment of the complaint, and the District shall notify the Customer in writing or otherwise that he has the privilege of appeal to the Board.

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

14.19 Policy for Appeal for Relief from Excessive Sewer Charges

A. Customers are responsible for equipment as defined in this Ordinance. When customers, through no fault of their own, have incurred excessively high water bills due to breaking of water lines from freezing during the winter, natural disaster or construction activities not under contract by the property owner and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessive water usage, the following policy shall apply.

B. Eligibility for relief from excessive sewer charges shall only be considered for Customers in good standing. A Customer in delinquency, dispute, or with recorded billing violations within 48 months will not be considered for relief.

C. An IVGID water customer who has an uncontrollable loss of water may apply to the District for relief under this policy once every five years and only if the account is in good standing (meaning no lien on the property and no past due balance). The Director of Public Works will review the matter and determine if the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. Upon such a determination, the District will make an adjustment or credit the utility bill an amount equal to 75% of the Tiered water consumption caused by the leak that exceeds the seasonal monthly average when the leak occurred. If the water did not reach the sewer system then an adjustment will be made equal to the sewer consumption caused by the leak that exceeds the annual average or a minimum of 3,000 gallons, whichever is larger. When calculating the residential variable sewer consumption for non-irrigation months the monthly usage for the adjusted billing period(s) will be included. This is the usage that is used to cap the residential customer's summer sewer rate. The minimum adjustment is $200.

D. In order to apply to the District for relief under this policy repairs must conform to Uniform Plumbing Code and IVGID Specifications.

E. Requests must be submitted in writing stating: address of property where leak occurred, was property occupied at the time of the leak, cause of leak, date leak was discovered, date leak was repaired, copies of repair invoices and receipts, letter of explanation if repairs made by customer, photographs and other information that may be required by the District. Written requests must be submitted within 45 business days of the billing date. The maximum period of time allowable for relief is two consecutive months of consumption.

F. Typical leaks that may be eligible for credit of tiered water consumption and Sewer Use charges include underground or unseen, unknown leaks occurring in underground piping between the meter and the structure and pipes under the structure that can be accessed through a crawl space, leaks that are part of an irrigation system, broken irrigation backflow devices caused by freezing, broken hose bibs and garden hoses, faulty humidifiers or boilers, faulty fill valves on pools and water features, plumbing damaged by construction related to the property, plumbing or fixture failures due to pressure fluctuations, faulty backflow preventers, or other issues that do not drain into the sewer system.

G.

H. Typical leaks that may be eligible for credit of tiered water consumption charges but not Sewer Use charges include leaking toilets, leaking faucets, or other issues that drain into the sewer system.

I. Excess water use or leaks resulting from accidental water use, the continuous use of water to prevent pipes from freezing, or any other type of normal use are not eligible for reimbursement.

ARTICLE 15 - DISCONTINUANCE OF SERVICE

15.01 Customer's Request for Discontinuance of Service

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

15.02 Customers Request for Shut Off and Turn On of Service

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

15.03 For Nonpayment of Bills

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

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

charges for costs, labor and materials of discontinuing and resuming service as determined by the Director of Public Works.

15.04 Liability for Bills

Failure to receive bill does not relieve Consumer of liability. Any amount due shall be deemed a debt to the District, 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.

15.05 For Noncompliance with Rules

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

15.06 For Infiltration or Illegal Connections

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

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

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

15.08 For Fraudulent Use of Service

When the District has discovered that a Customer has obtained service by fraudulent means, or has altered the sewer service for unauthorized use, the service to that Customer may be discontinued without notice. The District will not restore service to such Customer until that Customer has complied with all filed rules and reasonable requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost of the District incurred by reason of the fraudulent use.

15.09 Restoration of Service

A. **During Regular Business Hours**. The District will endeavor to restore service during regular business hours on the day of the request, if conditions permit; otherwise, the District will endeavor to make the reconnection on the next business day following the day the request is made.

B. **Other Than Regular Business Hours**. When a Customer has requested the reconnection at a time outside of regular business hours, the District will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so,

unless an emergency exists. A charge based on costs, including overtime rates, shall be billed to the customer for services rendered outside of regular business hours.

15.10 Refusal to Serve

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

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

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

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

(4) If, in the judgment of the District, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.

(5) Where service has been discontinued for fraudulent use, the District will not serve an Applicant until it has determined that all conditions of fraudulent use or practice have been corrected.

(6) When the collection system or treatment facilities do not have capacity or the capability to receive and treat liquid waste without contamination of Lake Tahoe, effluent disposal sites or in violation of Federal, State and/or local government requirements.

B. **Notification to Customers**. When an Applicant is refused service under the provisions of this rule, the District will notify the Applicant promptly of the reason for the refusal to serve and of the right of the Applicant to appeal the District's decision to the Board of Trustees.