

ROUND HILL GENERAL IMPROVEMENT DISTRICT

SEWER SERVICE TARIFF

TARIFF SCHEDULES

Applicable to

SEWER SERVICE

of

ROUND HILL GENERAL IMPROVEMENT DISTRICT

**343 Ute Way
P.O. Box 976
Zephyr Cove, Nevada 89448**

Operating in

DOUGLAS COUNTY, NEVADA

Service will be furnished in accordance with these Tariff Schedules and no officer, employee, or representative of the District has any authority to waive, alter or amend these Tariffs Schedules or any part thereof in any respect, without due process of Nevada Law.

Adopted November 19, 2013

ROUND HILL GENERAL IMPROVEMENT DISTRICT

Sewer Service Tariff

RULES AND REGULATIONS

The following rules and Regulations apply to sewer service supplied by the ROUND HILL GENERAL IMPROVEMENT DISTRICT. Under the law of the State, the District is not permitted to supply service to any Customer who does not comply with all of these Regulations and no officer, inspector, solicitor, agent, or employee of the District has any authority to waive, alter, or amend in any respect, these rules and Regulations or any part thereof.

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ROUND HILL GENERAL IMPROVEMENT DISTRICT

Sewer Service Tariff

RULE NO. 1

DEFINITIONS

When used in these Rules and Regulations and Tariff Schedules, the following terms shall have the meanings defined below:

- Additional Definitions:** For the purpose of this Ordinance, additional terms shall have the meaning indicated in Chapter 1 of the latest version of the Uniform Plumbing Code as adopted at the Annual Conference of the International Association of Plumbing and Mechanical Officials.
- Applicant:** Shall mean the person making application for a permit for a sewer or plumbing installation and shall be the owner of the premises to be served by the sewer for which a permit is requested or his / her authorized agent.
- Average Month:** Shall mean thirty (30) days.
- Billing Period:** Shall mean an average month except for special services.
- Board:** Shall mean the Board of Trustees of the District.
- Building:** Shall mean any structure used for human habitation or a place of business, recreation, or other purpose containing sanitary facilities.
- Building Sewer:** Shall mean that portion of any sewer beginning at the plumbing or drainage outlet of any building or industrial facility and running to the property line or to a private sewage disposal system. This shall include all piping and fittings and related items and facilities.
- Combined Sewer:** Shall mean a sewer receiving both surface runoff and sewage.
- Contractor:** Shall mean an individual, firm, corporation, partner-ship or association duly licensed by the State of Nevada to perform the type of work to be done under the permit.
- County:** Shall mean the County of Douglas, Nevada.
- Cubic Foot:** Shall mean the volume of water which occupies one cubic foot. The cubic foot is equal to 7.481 gallons.

Customer: Shall mean 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 receipt and payment of bills regularly issued in his / her name regardless of the identity of the actual user of the service.

Date of Presentation: Shall mean the date upon which a bill or notice is mailed or postmarked or delivered to the Customer by the Utility.

District: Shall mean the Round Hill General Improvement District acting through its duly authorized officers or employees within the scope of their respective duties.

EDU: Shall mean Equivalent Dwelling (residential) Unit.

Engineer: Shall mean the Engineer appointed by and acting for the Board and shall be a registered civil engineer.

Fixture: Shall mean any sink, tub, shower, water closet or other facility connected by drain to the sewer.

Gallon: Shall mean the volume of water which occupies 231 cubic inches.

Garbage: Shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

General Manager: Shall mean the General Manager/District Manager of the District and may be the District Engineer.

Lateral Sewer: Shall mean the portion of a sewer lying within a public street connecting a building sewer to the main sewer.

Law: Shall mean a statute, rule or regulation established and enforced by Federal, State, County, or Municipal authorities.

Living Unit: Shall mean any residence, apartment, habitation or other structure to be occupied by a single person or family requiring sewage disposal service.

Main Sewer: Shall mean a public sewer designed to accommodate more than one lateral sewer.

Metered Service: Shall mean service for which charges are computed on the basis of measured quantities of water, sewage or liquid wastes.

<u>Outlet:</u>	Shall mean any part of a plumbing system to which a fixture is attached.
<u>Outside Sewer:</u>	Shall mean a sanitary sewer beyond the limits of the District not subject to the control or jurisdiction of the District.
<u>Permit:</u>	Shall mean any written authorization required pursuant to this or any other regulation of the District for the installation of any sewage works.
<u>Person:</u>	Shall mean any human being, individual, firm, company, partnership, association and private or public or municipal corporation, the United States of America; the State of Nevada, a district and any political subdivision, governmental agency, and mandatory thereof.
<u>Plumbing System:</u>	Shall mean all plumbing fixtures and traps or soil, waste, special waste and vent pipes, and all sanitary sewer pipes within a building and extending to the building sewer connection three feet outside the building wall.
<u>Private Sewer:</u>	Shall mean a sewer serving an independent sewage disposal system not connected with a public sewer and which accommodates one or more buildings or industries.
<u>Public Sewer:</u>	Shall mean a sewer lying within a street and which is controlled by or under the jurisdiction of the Utility.
<u>Sanitary Sewer:</u>	Shall mean a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.
<u>Secretary:</u>	Shall mean the Secretary of the Utility.
<u>Service Classification:</u>	<p>(1) <u>Commercial Service:</u> Shall mean service to customers engaged in selling, warehousing, or distribution of commodities, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.</p> <p>(2) <u>Domestic Service:</u> Shall mean service to a residential customer.</p> <p>(3) <u>Residential Service:</u> Shall mean service to a customer from a residential activity in a single family dwelling or building, or in an individual flat, condominium, townhouse, or apartment in a multiple family dwelling, or building or portion thereof occupied as the home, residence or sleeping place of one or more persons.</p>

(4) Industrial Service: Shall mean service to customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, pumping plants, or processing activities, etc.)

Service Connection: Shall mean the point of connection of the Customer's piping with the Utility's facilities.

Sewage: Shall mean a combination of water carried wastes from residences, business buildings, public buildings, institutions and industrial establishments.

Sewage Treatment Plant: Shall mean any arrangement of devices and structures used for treating sewage.

Sewage Works: Shall mean all facilities for collecting, pumping, treating and disposing of sewage.

Sewer: Shall mean a pipe or conduit for carrying sewage.

Side Sewer: Shall mean the sewer line beginning three (3) feet outside the foundation wall of any building and terminating at the main sewer and include the building sewer and lateral sewer together.

Single Family Unit: A single family unit is defined to mean and refer to the place of residence for a single family. Property improved for multi-family purposes shall constitute the number of units that the facilities thereon provide in number of single family units. When such improvements are for other than residential purposes, the number of units shall be determined by dividing the total number of persons regularly using or occupying said premises by four.

Storm Sewer or Storm Drain: Shall mean a sewer which carries storm surface or ground waters and drainage, but excludes sewage and polluted industrial wastes.

Street: Shall mean any public highway, road, street, avenue, alley, way, public place, public easement or right of way.

Tariff Schedules: Shall mean the entire body of effective rates, charges and rules collectively of the Utility, as set forth herein.

Tariff Sheet: Shall mean an individual sheet of the tariff schedules.

Temporary Service: Shall mean service to premises, enterprises, or activities which are temporary in character, and where it is known in advance that the service will be of limited duration.

Utility: Shall mean the Round Hill General Improvement District.

Yard Line: Shall mean all piping between the house piping and service connections.

RULE NO. 2

DESCRIPTION OF SERVICE

The District will furnish a system, Plant, works and undertaking used for and useful in the collection, treatment, and disposal of sanitary sewage and industrial wastes for the District, including all parts of the enterprises, all appurtenances thereto, and lands, easements, rights in lands, contract rights and franchises.

RULE NO. 3

APPLICATION FOR SERVICE

A. APPLICATION FOR REGULAR SEWER SERVICE:

1. Content:

Each Applicant for service may be required to sign, on a form provided by the District, or a letter giving the same information, setting forth:

- a) Date and place of application.
- b) Location of premises to be served.
- c) Date Applicant will be ready for service.
- d) Whether the premises have been heretofore supplied with sewer service by the Utility.
- e) Name and address to which bills are to be mailed or delivered.
- f) Whether the Applicant is the owner, tenant of, or agent for the premises.
- g) Such information as the District may reasonably require.
- h) Purpose for which service is to be used.
- i) Required diameter of lateral.

2. Purpose:

The application is merely a written request for service and does not bind the Applicant to take service for a period of time longer than that upon which the flat rate charge, minimum charge, or readiness to serve charge of the applicable rate schedule is based; neither does it bind the District to serve except under reasonable conditions.

B. INDIVIDUAL LIABILITY FOR JOINT SERVICE:

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

C. CHANGE IN CUSTOMER'S EQUIPMENT OR OPERATIONS:

A Customer making any material changes in the size, character 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.

D. SPECIAL CASES:

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

E. PERMITS AND FEES:

No public sewer, side sewer or other sewerage facility connected or to be connected to the sewer works of the District shall be installed or repaired within the District until a permit for the works has been obtained from District and all fees paid.

F. SEWER USED WITHOUT REGULATION APPLICATION BEING MADE:

A person taking possession of premises and using sewer service from an active service connection without having made application to the Utility for sewer service shall be held liable for the sewer service utilized from the date of such possession or the earliest date of occupancy which can be reasonably established. If proper application for sewer service is not made upon notification to do so by the Utility, and if accumulated bills for service are not paid immediately, the service may be discontinued by the Utility without further notice.

RULE NO. 4

NOTICES

A. NOTICES TO CUSTOMERS:

1. In Writing:

Notices from the District to a customer will normally be given in writing, and either delivered or mailed to the customer at their last known address.

2. Exceptions:

In emergencies, or when circumstances warrant, the Utility, where feasible, will endeavor to promptly notify the customer affected and may make such notification orally, either in person or by telephone.

B. NOTICE FROM CUSTOMERS:

Notice from the customer to the District or Utility may be given by the customer or their authorized representative in writing at the Utility's commercial office.

RULE NO. 5

RENDERING AND PAYMENT OF BILLS

A. RENDERING OF BILLS:

Bills for service will be rendered to each Customer on a monthly basis, unless otherwise approved by the District. If, for reasons beyond its control, the Utility is unable to determine the volume or characteristics of sewage collected, the Utility may bill the Customer for estimated service during the billing period, subject to adjustment at the time the meter is read, or the liquid wastes characteristics are determined.

1. Metered Service:

- a. Bills for metered service, where applicable, shall be based on measurement of water on the water meter. These bills will show at least the reading at the end of the period for which the bill was rendered, the number of units, and the current meter reading. Where payment is on the basis of sewage characteristics, the verification of tests and charges shall be made.

2. Flat Rate Service:

- a. Bills for flat rate service are payable in advance.
- b. The opening bill for flat rate service will be the established monthly charge for the service, and in addition, a connection charge, re-connection charge, or reinstallation charge, whichever is applicable.
- c. For billing periods other than monthly, the charge for flat rate service will be computed by multiplying the monthly charge by the number of months in the billing period.

3. Proration of Bills:

- a. The charges applicable to opening periods, closing bills and bills rendered for periods corresponding to less than twenty-seven (27) days or more than thirty-three (33) days for monthly billing periods will be computed as follows:

(1) Metered Service:

The amount of the minimum charge (and the quantity and where applicable the characteristics of the liquid wastes to be treated therefore) or the readiness to serve charge and the quantity in each of the several quantity and quality rate blocks will be prorated on the basis of the ratio of the number of days in the period to the number of days in an average billing period. The measured quantity and quality of usage will be applied to such prorated amounts and quantities.

(2) Flat Rate Service:

The billing period charge will be prorated on the basis of the ratio of the number of days in the period to the number of days in the average billing period.

(3) Average Billing Period:

The number of days in an average monthly billing period is defined as thirty (30) days.

B. PAYMENT OF BILLS:

Bills for service are due and payable upon presentation and payment may be made at any commercial office of the Utility or to any representative of the Utility authorized to make collections. Payment of closing bills shall be made at the time of presentation.

C. COLLECTION BY SUIT:

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

D. COLLECTION WITH OTHER UTILITY CHARGES:

Where the person charged is a user of another utility owned and operated by the District, the charges shall be collected together with, and not necessarily separate from, the charges for the other Utility service rendered by it. They may be billed upon the same bill and collected as one item. Upon delinquency, the other Utility service may be discontinued until full payment of the dual charges and penalties thereon and the charges for re-continuance of service. The time for discontinuance of such other service shall not exceed fifteen (15) days from the date the sewer charges are provided to become delinquent.

E. PENALTIES:

In addition to any other penalties herein specified, all charges not paid, when due, shall become delinquent and shall be subject to a basic penalty of ten percent (10%) for the first month delinquency. In addition, a penalty of one and one-half percent (1-1/2%) per month for non-payment of the charges and basic penalty shall thereafter be imposed.

F. CONSUMER'S GUARANTEE:

The sewer charge begins when a service connection is installed, unless the sewer facilities are ordered to be left shut off when the service connection is ordered to be installed. Before sewer facilities are turned on by the District for any purpose whatever, the property owner must sign a form in which he guarantees payment of future sewer bills for the service rendered. The person signing the guarantee form or sewer service form will be held liable for sewer service used until the Board is notified in writing to discontinue service or to transfer the account to another property owner.

G. DAMAGES THROUGH LEAKING PIPES AND FIXTURES:

When turning on the sewer facilities as requested and the house or property is vacant, the Utility will endeavor to ascertain if water or sewage is running on the inside of the building. If such is found to be the case, the facilities will be left shut off at the curb cock. The Utility's responsibility ends at the property line and the Utility will in no case be liable for damages occasioned by water or sewage running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

RULE NO. 6

DISCONNECTION AND RESTORATION OF SERVICE

A. DISCONNECTION FOR NON-PAYMENT:

Service may be discontinued for non-payment of bills. A customer's service may be discontinued for non-payment of a bill for service furnished if the bill is not paid within fifteen (15) days after presentation, provided the Utility has given the customer at least five (5) days prior written notice of such intention.

B. RECONNECTION:

Failure to receive bill does not relieve the customer 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 of competent jurisdiction for the amount thereof.

C. RECONNECTION CHARGE:

Reconnection charges, per the District's Tariff, plus penalties, will be made and collected prior to renewing service following discontinuance.

D. UNSAFE APPARATUS:

Sewer service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

E. CROSS-CONNECTIONS:

Sewer service may be refused or discontinued to any premises where there exists a cross-connection in violation of State or Federal laws.

F. FRAUD OR ABUSE:

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

G. FOR UNSAFE APPARATUS OR WHERE SERVICE IS DETRIMENTAL OR DAMAGING TO THE UTILITY OR ITS CUSTOMERS:

If any unsafe or hazardous condition is found to exist on the Customer's premises, or if the use of sewage thereon by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the Utility or its Customers, the service may be shut off without notice. The Utility 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.

H. NON-COMPLIANCE WITH REGULATIONS:

The Utility may discontinue service to any Customer for violation of these Rules, or any other ordinance or regulation relating to the service, after it has given the customer at least five (5) days written notice of such intention. Where safety of water supply is endangered, or the discharge of the sewer is dangerous to the public safety, or health, service may be discontinued or curtailed immediately without notice.

I. ABATEMENT:

During the period of non-connection or disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the Board of Trustees shall cause proceedings to be brought for the abatement of the occupancy of said premises by human beings. In such event, a reasonable attorney's fee shall become due as a penalty for non-payment.

J. UPON VACATING PREMISES:

Customers desiring to discontinue service shall so notify the Utility at least five (5) days prior to vacating the premises. Unless discontinuance of service is ordered, the customer shall be liable for charges whether or not any sewer service is used.

K. REFUSAL TO SERVE:

1. Conditions for Refusal:

The Utility may refuse to serve an Applicant for service under the following conditions:

- a) If the Applicant for service is not within the boundaries of the Round Hill General Improvement District.
- b) If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.
- c) If the Applicant fails to comply with any of these rules.
- d) If, in the judgment of the Utility, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, flooding, or of such nature that satisfactory service cannot be rendered.
- e) Where service has been discontinued for fraudulent use, the Utility will not serve an Applicant until it has determined that all conditions of fraudulent use or practice have been corrected.
- f) When the collection lines or treatment facilities do not have capacity or the capability to receive and treat sewage or liquid waste without contamination of Lake Tahoe, or in violation of Health Department requirements.

2. Notification to Customers:

When an Applicant is refused service under the provisions of this Rule, the Utility will notify the Applicant promptly of the reason for the refusal to serve.

RULE NO. 7

INFORMATION AVAILABLE TO THE PUBLIC

A. GENERAL INFORMATION:

The Utility will maintain, open for public inspection at its offices, pertinent information regarding the service rendered, including the following:

1. Description of the System:

Maps of the collection system, a description of the treatment plant and operating records shall be available for inspection. The District shall not be required to locate or expose lines or services, but may do so upon payment of costs of such service.

2. Rates and Rules:

A copy of the tariff schedules consisting of rates, general rules of the Utility, service area maps and forms of contracts and applications applicable to the territory served from that office.

B. RATES:

The Utility will explain to every Applicant for service each rate schedule which is applicable.

C. NEW OR REVISED RATES:

Should new or revised rates be established according to Law, the Utility will duly notify all Customers affected.

RULE NO. 8

CONTINUITY OF SERVICE

A. EMERGENCY INTERRUPTIONS:

- 1. The Utility will make all reasonable efforts to prevent interruptions to service and when such interruptions occur will endeavor to re-establish service with the shortest possible delay consistent with the safety to it's customer and the general public.**
- 2. Where an emergency interruption of service affects the service to a customer, the Utility will promptly endeavor to notify the Customer and any public agency with concern or jurisdiction of such interruption and of subsequent restoration of normal service.**

3. **The Utility will not be liable for interruption or flooding, overflow, line breakage, or any loss or damage of any kind or character occasioned thereby, if same is caused by Act of God, fire, strike, riot war, accident, breakdown, action by governmental body or any other cause beyond the control of the Utility.**
4. **Under disaster conditions the Utility will cooperate to the fullest extent with the governmental agency having authority in the area.**

B. SCHEDULED INTERRUPTIONS:

1. **Whenever the Utility finds it necessary to schedule an interruption to its service, it will, where feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide the least inconvenience to the Customers consistent with reasonable Utility operations.**

RULE NO. 9

COLLECTION SYSTEM

A. EXTENSIONS:

Utility shall make extensions along streets, alleys, lanes, roads, common areas, and easements cut by established grades, and/or make alterations in its existing facilities in accordance with these rules and Regulations, provided such extensions are located within the Utility service area and the ROUND HILL GENERAL IMPROVEMENT DISTRICT.

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

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

The size, type, quality of materials, and their locations will be specified by the Utility. Construction will be by the Utility or its selected agency.

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 Utility from any loss or damage that may directly or indirectly be occasioned by the work.

All extensions will become the property of the Utility immediately upon completion of construction and be operated and maintained by Utility at its expense.

B. 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, shall make a written application therefore to the Utility, said 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 the Utility, and be accompanied by a map showing the location of the proposed connections. Upon receipt of the application the Utility shall make an investigation and survey of the proposed extension, including the estimated cost thereof. The Utility shall then consider said application and report, and after such consideration, reject or approve it.

C. SUBDIVISION:

- a) **Application.** A person desiring to provide a sewer system within a tract of land, which he proposes to subdivide, shall make written application therefore.
- b) **Identification-Contents.** The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the final map, and of the plans, profiles and specifications for the street work therein.
- c) **Investigation.** Upon receiving the application, the General Manager shall make an investigation and survey of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required and the estimated cost of the proposed sewer system therefore, including the District's costs for engineering, processing and inspections.
- d) **Subdivisions, Tracts or Housing Projects - Deposit.** Sub dividers will be required to advance to the District the estimated costs. The sub divider shall install all facilities including collectors, manholes, laterals and lift stations. All installations shall be at the sub divider's cost.
- e) **Specifications and Construction.** The size, type and quality of materials and location of the lines shall be specified by the District and the actual construction will be done by the District or by a contractor acceptable to it, supervised and inspected by the District.
- f) **Adjustment.** Adjustments of any substantial difference between the estimated and actual District Engineering, Processing and Inspection Costs shall be made at or before the completion of the installation, and any excess shall be refunded to the sub divider and any shortage will be paid by him / her to the District.
- g) **Property of District.** All facilities shall be the property of the District.

- h) Connections. The sub divider shall, at his / her cost, provide all lateral connections to units constructed by him / her, as herein provided.

RULE NO. 10

DISPUTED BILLS

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

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

In the event of dispute between the Customer and the Utility respecting any bill, charge or service, the Utility 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 Customer may appeal to the Board of Trustees for relief.

RULE NO. 11

GENERAL RULES

A. RULES AND REGULATIONS:

The following are Rules and Regulations respecting sewer construction, disposal of sewage, and connection to the sewage works of the District.

B. PURPOSE:

This Rule is intended to provide rules and Regulations for the use and construction of sanitary sewer facilities hereafter installed, altered or repaired within the Utility.

C. VIOLATION UNLAWFUL:

It shall be unlawful for any person to connect to, construct, install, provide, maintain or use any other means of sewage disposal from any building within the service area of this Utility, except by connection to a public sewer in the manner as in this ordinance provided, except as herein otherwise provided.

D. PROTECTION FROM DAMAGE:

No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment that is a part of Utility's sewage works. Any person violating this

provision shall be subject to the penalties provided by law. Such penalties shall include, but not necessarily be limited to, disconnection

E. POWER OF UTILITY:

The officers, inspectors, managers and any duly authorized employees of the Utility shall carry evidence establishing his position as an authorized representative of the Utility, and upon exhibiting the proper credentials and identification shall be permitted to enter in and upon any and all buildings, industrial facilities and properties for the purposes of inspection, re-inspection, observation measurement, sampling, testing or otherwise performing such duties as may be necessary in the enforcement of the provisions of the Governing Rules of this Utility.

F. VIOLATION:

Any person found to be violating any provision of this or any other ordinance, rule or regulation of the District, shall be served by the District Manager 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 not less than two (2) nor more than seven (7) 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 authorized agent of the Utility, of any defect arising in any sewer or of any violation of this Rule, the person or persons having charge of said work shall immediately correct the same.

G. 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. 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.

H. DISCONNECTION:

As an alternative method of enforcing the provisions of this or any other ordinance, Rule or Regulation of the District, the Utility shall have the power to disconnect the user from the sewer mains or water mains, or both, of District. Upon disconnection, the Utility 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 Utility shall refund any part of the deposit remaining after payment of all costs of disconnection and reconnection.

I. ABATEMENT:

During the period of such disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the District shall cause proceedings

to be brought for the abatement of the occupancy of said premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the District a reasonable attorney's fee and cost of suit arising in said action.

J. MEANS OF ENFORCEMENT ONLY:

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.

K. LIABILITY OF VIOLATION:

Any person violating any of the provisions of the ordinances, Rules or Regulations of District shall become liable to the District for any expenses, loss or damage occasioned by the District by reason of such violation.

L. 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 his / her premises, he may make written application to the Utility 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 is approved, the Utility 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.

M. PERMITS AND FEES:

No public sewer, side sewer or other sewerage facility connected or to be connected to the sewage works of the Utility shall be installed, altered or repaired within the District until a permit for the work has been obtained from the District and all fees paid in accordance with the requirements of this Ordinance.

RULE NO. 12

SEWER DEPARTMENT

A. CREATION:

The sewer department exists comprised of the District's Board of Trustees, the District Manager, who may be the District Engineer, Operators and an Administrative Assistant.

B. DISTRICT MANAGER:

The District Manager shall have full charge and control of the maintenance, operation and construction of the sewer works and system. S/He shall have full power and authority to employ and discharge all employees and assistants at pleasure. S/He shall prescribe the duties of employees and assistants. S/He shall fix and alter the compensation of employees and assistants subject to approval by the Utility. S/He shall have charge of all employees and assistants. S/He shall perform such other duties as are imposed from time to time by the Utility, and shall report to it in accordance with the Utility's governing Rules.

C. ADMINISTRATIVE ASSISTANT:

The position of Administrative Assistant is hereby created. S/He shall have charge of the office of the District and of billing for and collecting of service and connection charges. S/He shall perform such other duties as shall be determined by the District Manager. The Administrative Assistant shall compute, prepare and mail bills as herein-after prescribed; make and deposit collections, maintain proper books of accounts, collect accounts 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 of Trustees.

RULE NO. 13

PUBLIC SEWERS

A. USE OF PUBLIC SEWERS REQUIRED:

1. **Disposal of Wastes.** It shall be unlawful for any persons to place, deposit, or permit to be deposited upon public or private property within the District, or in any area under the jurisdiction of said District, any human or animal excrement, garbage, or other objectionable waste.
2. **Treatment of Wastes Required.** It shall be unlawful to discharge into any stream or watercourse any sawdust, pulp, oils, rubbish, filth, sewage, other polluted waters, industrial waste or poisonous or deleterious substances that affect the health of persons, fish or livestock, or render such waters unpalatable or distasteful, except where suitable treatment has been provided in accordance with the provisions of this Rule.
3. **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 sewage.
4. **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. **Sewer Required.** The owner of any residential building or structure occupied by humans, situated within the District and abutting on any street in which there is or shall have then been located a public sewer of 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 Rule, within ninety (90) days after the date of official notice to do so, provided that said public sewer is within two hundred (200) feet of the nearest point of the building.

Commercial, industrial and public buildings or institutions shall be required to connect to the District Sewer System upon notice as herein provided.

B. PUBLIC SEWER CONSTRUCTION:

1. **Permit Required.** No person shall construct, extend or connect to any public sewer without first obtaining a written permit from the Utility and paying all fees and connection charges consistent with the requirement of these Rules.
2. **Plans, Profiles and Specifications Required.** The application for a permit for public or private sewer connection shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, Rules and Regulations of the District, prepared by a Registered Professional 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's Engineer, who shall, within ten (10) days, approve them as filed or require them to be modified as s/he deems necessary for proper installation. After examination by the Engineer, the application, plans, profiles and specifications shall be submitted to the Board of Trustees at its next regular meeting for its consideration. When the Utility is satisfied that the proposed work is proper and the plans, profiles and specifications are sufficient and correct, it shall order the issuance of a permit predicated upon the payment of all connection charges and fees consistent with these Rules. The permit shall prescribe such terms and conditions as the Utility finds necessary in the public interest.
3. **Easements or Rights of Way.** 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 Utility a proper easement or grant of right of way sufficient by law to allow the laying and maintenance of such extension or connection.
4. **Persons Authorized to Perform Work.** Only properly licensed contractors shall be authorized to perform the work of public sewer construction within the District. 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 side sewers installed concurrently with public sewer construction.

B. PUBLIC SEWER CONSTRUCTION

5. **Grade Stakes.** Grade and line stakes shall be set by a Registered Civil Engineer 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.
6. **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, backfilling 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.
7. **Protection of Excavation.** The Applicant shall maintain such barrier, lights and signs as are necessary to give warning to the public at all times that a sewer is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the District and the County or any other person having jurisdiction there over.
8. **Design and Construction Standards.** Minimum standards for the design and construction of sewers within the District shall be in accordance with the SPECIFICATIONS FOR SEWER CONSTRUCTION heretofore or hereafter adopted by the Utility, copies of which are on file in the Utility office. The Utility may permit modifications or may require higher standards where unusual conditions are encountered.

“As-Built” drawings showing the actual location of all mains, structures, wyes and laterals shall be filed with the District before final acceptance of the work.

9. **Completion of Sewer Required.** Before any acceptance of any sewer line by the District, and prior to the admission of any sewage into the system, the sewer line shall be tested and shall be complete in full compliance with all requirements of the SPECIFICATIONS FOR SEWER CONSTRUCTION and to the satisfaction of the Engineer.

C. USE OF PUBLIC SEWERS:

1. **Drainage into Sanitary Sewers Prohibited.** No leaders from roofs, and no surface drains for rain or ground water shall be connected to any sanitary sewer. No surface or storm water, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

2. **Combined Sewers.** No combined sewer, storm sewer or drain shall be connected to the sewage works. All storm waters, cooling waters and unpolluted industrial process waters shall be disposed of as directed by the Utility.

3. **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 liquid or vapor having a temperature higher than 150°F.
 - b) Any water or waste that may contain more than 100 parts per million, by weight, of fat, oil or grease.
 - c) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - d) 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.
 - e) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.
 - f) Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
 - g) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the sewage treatment plant.
 - h) 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 sewage treatment plant.
 - i) Any noxious or malodorous gas or substance capable of creating a public nuisance.
 - j) Any septic tank sludge.
 - k) Any commercial detergent (a cleansing material that is not readily biologically degradable or which contains substances of a catatonia nature that cannot be removed from water except by dehydration or electrolic process).

4. **Interceptors Required.** Grease, oil and sand interceptors shall be provided when in the opinion of the Utility they are necessary for the proper handling of liquid wastes, containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes. All interceptors shall be of a type and capacity approved by the Utility, and shall be located as to be readily and easily accessible for cleaning and inspection.
5. **Maintenance of Interceptors.** All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
6. **Maintenance of pretreatment Facilities.** Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his / her expense.

RULE NO. 14

PRIVATE SEWAGE DISPOSAL

A. SEWER NOT AVAILABLE:

Where a public sewer is not available under the provisions herein, the building sewer shall (if allowed) be connected to a private sewage disposal system, complying with the provisions of this Rule.

B. PERMIT REQUIRED:

Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the Utility. The application for such permit shall be made on a form furnished by the District, which application shall be supplemented by any plans, specifications and other information as are deemed necessary by the Utility. A permit and inspection fee shall be paid to the District at the time application is filed in accordance with the provisions herein and the provisions of any other District ordinance.

C. INSPECTION REQUIRED:

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Utility. The District shall be allowed to inspect the work at any stage of construction and, in any event, the Applicant for the permit shall notify the Utility when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within forty-eight (48) hours, Saturdays, Sundays and holidays excluded, of the receipt of the notice by the Utility.

D. DESIGN REQUIREMENTS:

The type, capacities, locations and layout of a private sewage disposal system shall comply with all applicable Rules, Regulations, laws, whether Federal, State, County or local, as well as the recommendations of the DEP and BHPS of the State of Nevada. No permit shall be issued for any private sewage disposal system except by special consideration of the Utility and the approval of the Department of Public Health of the State of Nevada. No septic tank or cesspool shall be permitted to discharge to any public sewer or any stream or watercourse.

E. ABANDONMENT OF FACILITIES:

At such time as public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 5 of "Use of Public Sewers Required", a direct connection shall be made to the public sewer in compliance with the ordinances, Rules and Regulations of the District and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material as determined by the Utility, DEP and BHPS.

F. COST OF MAINTENANCE BY OWNER:

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the District.

G. ADDITIONAL REQUIREMENTS:

No statement contained in this Rule shall be construed to interfere with any additional requirements that may be imposed by any law, ordinance, Rule or regulation or by the Health Officer of the County or State.

RULE NO. 15

BUILDING SEWERS, LATERAL SEWERS AND CONNECTIONS

A. PERMIT REQUIRED:

No person shall construct a building sewer, lateral sewer or make a connection with any public sewer without first obtaining a written permit from the Utility and paying all fees and connection charges as required in the Sewer Charge Ordinance of the District.

B. CONSTRUCTION REQUIREMENTS:

Construction of building sewers and lateral sewers shall be in accordance with the requirements hereof.

C. MINIMUM SIZE AND SLOPE:

The minimum size of a building sewer shall be four inches (4") in diameter. Lateral diameters shall be determined by the Utility based upon nature of use and grade of sewer and in accordance with the District's standards.

D. SEPARATE SEWERS:

No two adjacent buildings fronting on the same street shall be permitted to join in the use of the same side sewer. Every building or industrial facility must be separately connected with a public sewer if such public sewer exists in the street upon which the property abuts or in an easement which will serve said property. However, one or more buildings located on a lot or parcel of land belonging to the same owner may be served with the same side sewer during the period of said ownership. Upon the subsequent subdivision of said lot and sale of a portion thereof, the portion not directly connected with such public sewer shall be separately connected with a public sewer, and it shall be unlawful for the owner thereof to continue to use or maintain such indirect connection.

E. OLD BUILDING SEWERS:

Old building sewers may be used in connection with new buildings only when they are found, upon examination and test by the Utility, to meet all requirements of the Utility.

F. CLEANOUTS:

Cleanouts in building sewers shall be provided where the building sewer joins the lateral sewer and in accordance with the rules, Regulations and ordinances of the District. All cleanouts shall be maintained watertight and kept accessible by the property owner.

G. SEWER TOO LOW:

In all buildings in which the plumbing system is too low to permit gravity flow to the public sewer, sanitary sewage carried by the building sewer shall be lifted by artificial means, approved by the Utility, and discharged to the public sewer at the expense of the owner.

H. CONNECTION TO PUBLIC SEWER:

The connection of the building sewer into the public sewer shall be made in accordance with the District's standards. The connection to the public sewer shall be made in the presence of the Utility and under its supervision and direction. Any damage to the public sewer shall be repaired at the cost of the Applicant to the satisfaction of the Utility.

I. MAINTENANCE OF LATERAL SEWER:

Lateral sewers from the building to the sewer main in the street shall be installed, repaired, and maintained by the owner of the property to which the service is connected.

J. TESTING:

All building sewers and lateral sewers shall be tested in the presence of an authorized representative of the Utility, by filling the line with water and inspecting for excessive leakage. Fittings, plugs, water and labor for testing shall be furnished by the person constructing the sewer. All lines showing excessive leakage shall be repaired or replaced at the expense of the person doing the work and shall be done at the direction and to the satisfaction of the Utility.

K. RIGHT OF ACCESS TO PREMISES OF CONSUMER:

The Utility or its duly authorized agents shall have at all reasonable times, the right to ingress to and egress from the consumer's premises for any purpose properly connected with the sewer service to the consumer, including for purposes of disconnection when any of these Rules are violated by the consumer.

L. RESPONSIBILITY FOR LOSS OR DAMAGE:

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

The consumer will be held responsible for damage to the Utility's facilities, and other property resulting from the use or operation of appliances and facilities on consumer's premises, including damage caused by steam, hot water, chemicals, electrical connections, etc.

Contractors, owners, agents, or other persons responsible for damage to Utility property, shall be required to pay for repair, replacement, or other compensation resulting from such damages.

RULE NO. 16

ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

A. ESTABLISHMENT OF CREDIT:

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

1. Applicant owns the premises for which service is requested, or owns other real estate within the same service area of the District.
2. Applicant makes the deposit prescribed in the Tariff Sheet.
3. Applicant arranges a guarantor satisfactory to the District for the payment of Applicant's bills for service.

4. 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 disconnected for non-payment thereof.

B. RE-ESTABLISHMENT OF CREDIT:

1. An applicant who previously has been a Customer of the District and during the last twelve (12) months of that prior service has had service discontinued for non-payment of bills will be required to pay any unpaid balance due the District for the premises for which service is to be restored and may be required to re-establish credit by making the deposit prescribed in the Deposit Rule.
2. A Customer whose service has been discontinued for non-payment of bills will be required to pay any unpaid balance due the District for the premises for which service is to be restored and may be required to pay a reconnection charge as prescribed under "Discontinuance and Restoration of Service" Rule and to re-establish credit by making the deposit prescribed in Deposits Rule before service is restored.

RULE NO. 17

DEPOSITS

A. AMOUNT TO ESTABLISH OR RE-ESTABLISH 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 two months estimated bill, except that no deposits shall be less than Dollars (\$100.00).

B. APPLICABILITY TO UNPAID ACCOUNTS:

Deposits made under this rule will be applied to unpaid bills for service when such service has been discontinued.

C. 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.

RULE NO. 18

SERVICE LINE AND FACILITIES INSTALLED BY CUSTOMER IN SPECIAL CASES

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

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

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

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

Original Customer shall pay all charges for service provided through his / her service, at point of connection to the main, whether to his / her own premises or those of others that may be connected to such services.

RULE NO. 19

SERVICE AREA

METES AND BOUNDS DESCRIPTION:

Original Metes and Bounds Description of Round Hill General Improvement District as set forth in Douglas County Ordinance #134, an Ordinance creating the Round Hill General Improvement District, dated April 6, 1964.

The general description of the District and the territory to be included therein is described as follows:

COMMENCING at the northeast corner of the S ½ of the SE 1/4 of Section 10; thence south along the east line of Sections 10 and 15 to the southeast corner of Section 15; thence west along the south line of Section 15 to the easterly line of U.S. Highway 50; thence southerly along the easterly line of said highway about one mile to the northwest corner of the 30 acre tract of the lands now or formerly of the Tahoe Village Properties, Inc., a corporation; thence continuing along said highway line southerly 590.56 feet; thence N 81/ 16' 35" W 80 feet to the westerly line of said highway; thence northerly along the westerly line of said highway to the north line of said Section 15; thence east along the north line of Section 15 to the southwest

corner of the SE 1/4 of said Section 10; thence north along the west line of the SE 1/4 of Section 10 to the northwest corner of the S 1/2 of the SE 1/4 of Section 10; thence east along the north line of said S 1/2 of the SE 1/4 of said Section 10 to the point of beginning; being the S 1/2 of the SE 1/4 of Section 10, the portion of Section 15 east of the west line of U.S. Highway 50 and the portion of said highway thence to the north line of Douglas County Sewer Improvement District No. 1, and comprising about 443 acres and said highway; said Sections 10 and 15 being in T 13 N, R 18 E, MDB & M.

Boundaries amended by annexation, Resolution #18, dated December 28, 1964, said territory is described as follows:

COMMENCING at the point of intersection of the south line of Section 15 with the westerly line of U.S. Highway 50; thence west along the south line of said Section to the most easterly corner of that certain 8.50 acre tract conveyed to the Nevada Elks Tahoe Association, a corporation by deed recorded in Book S of Deeds, page 201, Douglas County records; thence north 24/ 29' 30" west along the easterly line of said parcel 1347.6 feet to an iron pipe in the west line of said Section 15, the most northerly corner of said parcel; thence north along the west line of Section 15 to its intersection with the east line of Lake Tahoe; thence in a general northerly direction along said line of Lake Tahoe to its intersection with the north line of Section 16; thence east along the north line of Sections 16 and 15 to the westerly line of U.S. Highway 50; thence in a general southeasterly direction along the westerly line of said Highway to the point of beginning; all in T 13 N, S 18 E, M.B.D. & M.

RULE NO. 20

INTERPRETATIONS AND DEVIATIONS

In case of disagreement or dispute regarding the application of any provision of these rules, or in circumstances where the application of these rules appears impracticable or unjust to either party, the Utility Applicant or Applicants may appeal to the District's Board of Trustees.

RULE NO. 21

PERMITS AND FEES

A. 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 lateral or building sewer without first obtaining a written permit from the Utility.

B. APPLICATION FOR PERMIT:

Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the Utility for that purpose. S/He shall give a description of the character of the work proposed to be done and the location, ownership,

occupancy and use of the premises in connection therewith. The Utility may require plans, specifications or drawings and such other information as may be necessary. If the Utility determines the plans, specifications, drawings, descriptions or information furnished by the Applicant is in compliance with the Ordinances, Rules and Regulations of the District, s/he shall not unreasonable be denied a permit by the District.

C. 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 prescribed 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 representatives.

D. 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.

E. ALL WORK TO BE INSPECTED:

All sewer construction work, building sewers, plumbing, and drainage systems shall be inspected by an authorized representative for the District to ensure compliance with all requirements of the District and of the Rules. 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 Utility. If the test proves satisfactory and the sewer has been cleaned of all debris accumulated from construction operations, the Utility shall issue a certificate of satisfactory completion.

F. NOTIFICATION:

It shall be the duty of the person doing the work authorized by permit to notify the office of the Utility, in writing, that said work is ready for inspection. Such notification shall be given not less than twenty-four (24) hours 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.

G. CONDEMNED WORK:

When any work has been inspected and the work condemned and no certification of satisfactory completion given, a written notice to that effect shall be given instructing the owner of the premises, or the agent of such owner, to repair the sewer or other work authorized by the permit in accordance with the Ordinances and Rules of the District.

H. 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. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.

I. 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 shall first enter into a contact, in writing, whereby s/he shall bind him / herself, his/ her 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 shall agree to pay all fees required for securing the permit and a monthly fee in the amount set by the District for the privilege of using such sewer.

J. PERMIT OPTIONAL:

The granting of such permission for an outside sewer in any event shall be optional with the Board of Trustees.

K. 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.

L. STREET EXCAVATION PERMIT:

A separate permit must be secured by the owners or contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections; from the District, the County, or any other agency having jurisdiction.

M. LIABILITY:

The District and its officers, agents and employees shall not be answerable for any liability, injury, death to any person or damage to any property arising during or growing out of the performance of any work by any such applicant. The applicant shall be answerable for, and shall hold 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. Applicant shall be solely liable for any defects in the performance of his / her work or any failure that may develop therein.

N. TIME LIMIT ON PERMITS:

If work under a permit be not commenced within six (6) months from the date of issuance of if after partial completion the work be discontinued for a period of one (1) year, the permit shall thereupon become void and no further work shall be done until a

new permit shall have been secured. A new fee shall be paid upon the issuance of said new permit.

RULE NO. 22

SERVICE TO SEPARATE PREMISES AND MULTIPLE UNITS

A. NUMBER OF SERVICES TO SEPARATE PREMISES:

Separate premises under single control or management will be supplied through separate individual service pipes unless the Utility elects otherwise.

B. SERVICE TO MULTIPLE UNITS ON SAME PREMISES:

Separate houses, buildings, living or business quarters on the same premises or on adjoining premises, under a single control or management, may be served at the option of the Customer by either of the following methods:

1. Through separate service pipes to each or any unit provided that the piping system from each service is independent of the others, and is not interconnected.
2. Through a single service pipe to supply the entire premises, in which case only one minimum charge will be applied.

The responsibility for payment of charges for all service furnished to combined units through a single service pipe, in accordance with these rules, must be assumed by the Customer.

RULE NO. 23

SCHEDULE OF RATES – SEWER

SCHEDULE OF RATES

A. TEMPORARY SERVICE:

No temporary service shall be given.

B. CONNECTION CHARGE:

Persons desiring a connection to the sewer system of the Utility shall pay to the Utility, at the time of issuing the permit for a sewer connection, a connection charge in the amount of \$2,100.00/EDU.

For the purpose of establishing charges hereunder, each unit of a condominium development shall constitute a separate connection or one (1) EDU.

Only duly authorized employees or agents of the Utility will be authorized to install service connections.

<u>SIZE</u>	<u>RATE</u>
3/4"	\$ 2,100.00
1"	\$ 3,700.00
1 1/2"	\$ 8,400.00
2"	\$ 14,000.00
3"	\$ 33,600.00
4"	\$ 60,000.00
6"	\$135,000.00

E.G. a 2-inch service will be charged $2 \frac{2}{3} \times \$2,100.00 = \$14,000$

C. OPTIONAL RATES:

Reserved for future use.

MONTHLY RATES per EDU* – Residential

<u>Minimum Rate</u>	\$54.00
<u>Metered - per 1000 Gallons for water service line size >.75 inch</u>	\$19.12

***Usage per EDU:**

E.G. a 2-inch service will be charged $2 \frac{2}{3} \times \$54.00 = 4 \frac{2}{3} \times \$54.00 = \$385.71$ per month, and can use $4 \frac{2}{3} \times 7000$ gallons = 50,000 gallons per month before equivalent surcharge.

MONTHLY RATES – Commercial

<u>Metered - per 1000 Gallons</u>	\$19.12
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With a Minimum of 3,000 gallons per month

CONNECTION & CAPACITY CHARGES

SEWER

Residential

Each unit-house	see above rates
Each condo or apartment unit	see above rates

Commercial

see above rates

ADOPTED BY THE BOARD OF TRUSTEES

Chairman

Secretary/Treasurer