



ELK POINT SANITATION DISTRICT SEWER SERVICE ORDINANCE No. 1

**Elk Point Sanitation District (EPSD)
423 Elks Avenue
P.O. Box 531
Zephyr Cove, Nevada 89448**

**Operating in
Douglas County Nevada**

Service will be furnished in accordance with this Ordinance. No officer, employee, or representative of the District has authority to waive, alter or amend this Ordinance or any part thereof in any respect.

Adopted _____, 2025

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ARTICLE I. DEFINITIONS

When used in this Ordinance, the following terms shall have the meanings defined below:

APPLICANT: Shall mean the person making application for a permit for sewer service, who shall be the property owner or authorized agent of the property owner to be served.

APPLICATION FOR SERVICE: Shall mean the written request for sewer service on the District's form.

APPROVED: Shall mean accepted by the District as meeting an applicable specification stated or cited in this Ordinance, or suitable in the sole judgment of the District for the proposed use.

BACKFLOW: Shall mean the reversal of the normal flow of water caused by either backpressure or back siphonage.

BOARD: Shall mean the Board of Trustees of Elk Point Sanitation District.

BUILDING: Shall mean any structure used for human habitation or a place of business, recreation or other purposes 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. This shall include all piping and fittings and related items and facilities.

COLLECTION SYSTEM: Shall mean the system of mains, pipes, manholes, pump stations and appurtenances receiving liquid wastes from buildings and premises for transmission to the treatment facility.

COMBINED SEWER: Shall mean a sewer receiving both surface runoff and sewage.

COMMERCIAL BUILDING: Shall mean any building, structure, or facility or a portion thereof, devoted to the purposes of trade or commerce, and other than residential service.

CONTRACTOR: Shall mean an individual, firm, corporation, partnership, or association duly licensed and insured in the State of Nevada to perform the type of work to be done under a permit.

COUNTY: Shall mean the County of Douglas, Nevada.

CUSTOMER: Shall mean the person in whose name service is rendered as evidenced by the application or contract for that service, or by receipt and payment of bills regularly issued in said name regardless of the identity of the actual user of the service. Generally, the customer will be the property owner.

DATE OF PRESENTATION: Shall mean the date upon which a bill or notice is mailed or postmarked or delivered to the Customer by the District.

DISCHARGE: Shall mean the addition of a pollutant or effluent to water or to the sewer system or to an individual sewage disposal system.

DISCHARGE LIMIT: Shall mean any applicable state, federal or county discharge standard or limitation which imposes any restriction or prohibition on quantities, rates, or concentrations of chemical, physical, biological, and any other constituent discharged into the public sewer system.

DISTRICT: Shall mean the Elk Point Sanitation District acting through its duly authorized officers or employees within the scope of their respective duties.

DWELLING UNIT: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Property improved for multi-family purposes shall be assigned an equivalent number of dwelling units.

EFFLUENT: Shall mean sewage, industrial or any other waste pollutant, or water whether treated or untreated which is discharged into the public sewer system.

EQUIVALENT DWELLING UNIT (EDU): Shall mean a unit of measure that standardizes the level of demand created by an average single-family dwelling. A fixture count of 25 or less equals one EDU.

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

FEE SCHEDULE: Shall mean the entire body of effective rates, fees, and related rules of the District. The Fee Schedule shall be separately adopted and maintained, shall be open to public inspection, and shall be subject to revision from time to time.

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

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

GREASE INTERCEPTOR: Shall mean a device for separating grease from liquid wastes prior to discharge to the District's sewer system and required at all outlets from establishments serving food and/or beverages.

LATERAL: Shall mean the portion of a sewer connecting a building sewer system to the District's main. Laterals are owned by customer served.

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

INDUSTRIAL DISCHARGE: Shall mean a discharge from any process of industry, manufacturing, trade, or business, or from the recovery of any natural resource.

INDUSTRIAL WASTE: Shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

MAIN SEWER: Shall mean a public sewer designed to accommodate more than one lateral sewer.

MANAGER: Shall mean the general manager of the District, his or her successor or other person duly designated by the Board to perform the services or make the determinations permitted or authorized.

OUTLET: Shall mean any part of a plumbing system to which a fixture is attached.

PERMANENT SERVICE: Sewer services within the District are considered permanent, even though the use of the sewer may be continuous, intermittent, or seasonal in nature unless specifically identified otherwise by the District.

PERMIT: Shall mean any written authorization required pursuant to this or any other regulation of District for installation of, or connection to the District sewer system, including, without limitation, a permit to discharge sewage to the District collection system.

PERSON: Shall mean any human being, individual, firm, organization, entity, company, partnership, trust, association, private, public, or municipal corporation, the United States of America, the state of Nevada, a district, body or any political subdivision or governmental

agency, a general improvement district, local improvement district or other quasi-municipal corporation.

PLUMBING SYSTEM: Shall mean all plumbing fixtures and traps or soil, waste, special waste and vent pipes, and all sanitary sewer pipes within a building. A “plumbing system” shall be deemed to extend to five feet from the point the piping leaves the outside face of the building wall.

PRIVATE SEWER: Shall mean the building sewer and lateral sewer, including all portions of the sewer system on private property and the public right-of-way necessary to provide sewer service to a property or properties.

PUBLIC SEWER: Shall mean the sanitary main sewer and appurtenances located in a public right-of-way or easement, utilized for the collection or conveyance of sewage discharged from individual service laterals, controlled by or under the jurisdiction of the District.

SANITARY SEWER: Shall mean a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

SERVICE CLASSIFICATIONS: Service Classifications shall be defined as follows:

- a. **RESIDENTIAL SERVICE:** Shall mean service to a Customer with a single-family dwelling, condominium, townhouse, or mobile home, or from an apartment in a multiple family dwelling, or building or portion thereof occupied as the residence of one or more persons.
- b. **COMMERCIAL SERVICE:** Shall mean service to a Customer 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, public service facilities, hotels, bars, restaurants, swimming pools, etc.), and for purposes that do not come under another classification.
- c. **INDUSTRIAL SERVICE** Is service to Customers engaged in a process which changes raw or unfinished material into another form or product (factories, pumping plants, extractive, fabrication, or processing activities).

SERVICE CONNECTION: Shall mean the point of connection of the Customer's lateral sewer with the District's main sewer.

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.

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.

ARTICLE II. GENERAL PROVISIONS

SHORT TITLE This Ordinance shall be known and may be cited as Elk Point Sanitation District Sewer Service Ordinance No. 1.

ENABLING LAW This ordinance is adopted pursuant to the applicable provisions of NRS, Chapter 318, and other appropriate sections of Nevada Revised Statutes, Nevada Administrative Code, and Douglas County ordinances.

MISSION The District will exercise reasonable care and diligence to provide to its customers continuous sewage collection service in a safe and efficient manner and to avoid interruptions in service.

SEVERABILITY If any section, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The Board hereby declares that it would have passed each section, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases be declared invalid.

CONTROL OF SYSTEM The entire public sewer system shall be under the exclusive control and management of the District. When the District finds it necessary or convenient to make repairs or improvements to its system, the District shall have the right to temporarily suspend sewage collection service. The District shall not be liable for any loss or damage occasioned thereby. Repairs or improvements will be made as rapidly as practical and at such times as will cause the least inconvenience to the Customer.

PERMIT REQUIRED FOR SEWER USE Connections and sewer use shall be made in accordance with the provisions of District rules, regulations, ordinances, and specifications. No person shall connect, substantially increase, or alter the use of their private sewer system without making application to the District, securing a permit and paying applicable charges. This includes the addition of one or more residential units to an existing service through a building addition and/or the partitioning of an existing structure.

CONNECTION FEES AND SERVICE CHARGES Connection fees, service fees and other charges are fixed by the rules, regulations, and ordinances of the District.

ISSUANCE OF PERMIT Upon application for sewer service and payment of all applicable charges, the District will issue a sewer connection permit providing there is sufficient treatment capacity available in the system to meet the requested service. The application may be denied if delinquent charges are owed to the District by Applicant, or if Applicant has not complied with all requirements of the ordinances, rules, and regulations of the District.

PROVIDING OF SERVICE CONNECTION, SIZE AND LOCATION A service connection of suitable capacity as determined by the District, from the District's sewer main to the property building sewer shall be the responsibility of the property owner, including but not limited to original installation, subsequent repair, maintenance and replacement.

UNIFORM PLUMBING CODE The latest edition of the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, shall be followed for all sewer connections, services, and volumes and in the determination of sewer service.

NOTICES TO CUSTOMERS Notices from the District to a Customer will normally be given in writing or by email or by US Mail at the last known address. Where conditions warrant and in emergencies, the District may resort to notification either in person or by telephone.

NOTICES FROM CUSTOMERS Notice from the Customer to the District may be given by Customer or Customer's authorized representative in writing or by email or by US Mail.

RIGHT OF ENTRY BY DISTRICT The District or its duly authorized representatives shall have the right of ingress and egress from a Customer's premises at reasonable hours for any purpose reasonably connected with this Ordinance and all rules and regulations duly adopted hereunder or amendments hereto.

SEWER REQUIRED The owner of any residential building or structure requiring sanitary sewer, situated within the District, is required at owner's expense to connect said building sewer

directly with the public sewer of the District, in accordance with the provisions of this ordinance. No connection shall be made unless a permit to do is first issued by the District.

APPEALS Any person who is dissatisfied with any determination made under this Ordinance may at any time within thirty (30) days after such determination, appeal to the Board by giving written notice to the Board Secretary setting forth the determination with which such person is dissatisfied and the bases for such dissatisfaction.

DUTY OF MANAGER UPON CUSTOMER APPEAL The Manager shall promptly investigate and transmit to the Board of Trustees a report upon the matter appealed. The Board shall cause written notice to be given at least ten (10) days prior to the time fixed for hearing to all persons affected by such application of the time and place fixed by the Board for hearing such appeal. Following hearing, the board may approve, disapprove, or revise any determination made by the Manager.

REFUNDS Prior to hearing of an appeal made concerning the amount of charges due, charges shall be paid in full by the person making appeal. Any charge or amounts previously paid under protest will be refunded forthwith in the event the Board determines that the charge was incorrectly made.

DISCONTINUANCE OF SERVICE The District 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.

Service may be discontinued for any of the following reasons:

- a. **FAILURE TO MAINTAIN FACILITIES** Failure of the Customer to maintain his or her facilities in a suitable condition to prevent discharges of sewage from his private sewer, may result in a discontinuance of service.
- b. **VIOLATION OF DISTRICT RULES AND REGULATIONS** Failure to comply with this Ordinance or any District rules and regulations for installation, inspection, or operation of sewer facilities may result in discontinuance of service.
- c. **NON-PAYMENT OF BILLS** A Customer's service may be discontinued for non-payment of a bill for service furnished, if full payment of the bill is not received in the District office by the payment due date printed on the bill, provided the District has given the Customer at least five (5) days prior written notice of such intention. Service will be restored

upon payment of outstanding fees and charges. Shut-off and restoration of service will be billed as individual service calls.

d. **FRAUDULENT USE OF SEWER** When the District has discovered that a Customer has obtained service by fraudulent means, or has diverted 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 reimbursed the District for the full amount of the service rendered and the actual cost to the District incurred by reason of the fraudulent use and the Customer has complied with all rules and regulations and reasonable requirements of the District.

e. **UNSAFE APPARATUS** 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 District or its Customers, the service may be shut off 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.

f. **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.

g. **UPON VACATING PREMISES** Customers desiring to discontinue service shall so notify the District 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.

REFUSAL TO PROVIDE SERVICE The District may refuse to serve an Applicant for service under the following conditions:

- a. The property to be served is not within the boundaries of the Elk Point Sanitation District.
- b. The intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.
- c. The Applicant failed to comply with any of this Ordinance or any District rules or regulations.
- d. Installation for utilizing the service to the Applicant is unsafe, hazardous, subject to freezing or flooding, or of such nature that satisfactory service cannot be properly rendered.
- e. An apparatus or appliance in use at the Applicant's premises might endanger or disturb the service to other Customers.

- f. Applicant's collection line or grinder pump do not have capacity or the capability to receive sewage or liquid waste without contamination of Lake Tahoe, or in violation of Health Department requirements.

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.

SERVICE TO MULTIPLE UNITS ON SAME PREMISES Separate houses, mobile homes, condominiums, apartments, buildings, living or business quarters on the same premises, under a single control or management, may be served at the option of the District by either of the following two methods: The Customer may use separate service lines to each or any unit, provided that the piping system from each service is independent of the others, and is not interconnected. Alternatively, the user may use a single service line to supply the entire premises under a single ownership or management, providing that the single owner or manager is responsible to pay the sewer billings for the entire premises.

SERVICE TO MULTIPLE UNITS ON SEPARATE PREMISES No two adjacent buildings on separate premises shall be permitted to join in the use of the same lateral sewer. Every building or industrial facility must be separately connected with the public sewer if such public sewer exists in the street upon which the property abuts or in an easement which will serve the property.

In case of repair, all Customers using a joint service line will be jointly and severally responsible for the repair of the line, including all costs.

Should a parcel be subdivided on which one or more buildings shared a lateral sewer, the building or buildings not directly connected with the public sewer shall abandon their connection with the jointly used lateral sewer and connect directly to the public sewer.

APPROVAL OF PLANS A condition for obtaining a connection permit shall be the approval of plans and specifications for the works to be constructed and conformance with Standard Specifications and Standard Details of the District.

DISTRICT APPROVAL AND FINAL ACCEPTANCE REQUIRED UPON CHANGES TO PROPERTY

Any new construction, addition, remodel, or demolition requiring the issuance of a Douglas County building permit shall require written approval by the District and final acceptance by a District inspector.

ARTICLE III. DISTRICT RESPONSIBILITIES

NEW CONSTRUCTION FIELD LOCATIONS FOR CUSTOMERS After Customer's good faith effort to locate Customer's sewer lateral for new construction, the District may, at the request of a Customer, field locate sewer lines and facilities. The Customer shall reimburse the District for costs to locate Customer's sewer lateral for new construction.

NOT RESPONSIBLE FOR CUSTOMER-CAUSED DAMAGE The District shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the proper, improper, or negligent installation, operation, use, repair or maintenance of private sewer facilities or equipment by the Customer or any other person, even when Customer's facilities are located below the flowline of the sewer main.

EMERGENCY INTERRUPTIONS The District will make all reasonable efforts to prevent interruptions to service and when such interruptions occur will endeavor to reestablish service with the shortest possible delay consistent with the safety of its Customer and the general public.

Where an emergency interruption of service affects the service to a Customer, the District 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.

The District will not be liable for interruption or flooding or overflow, or line breakage, or any loss or damage of any kind or character occasioned thereby, if caused by fire, strike, riot, accident, breakdown, action by governmental body or any other cause beyond the control of the District.

SCHEDULED INTERRUPTIONS Whenever the District 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 least inconvenience to the Customers consistent with reasonable District operations.

ARTICLE IV. CUSTOMER RESPONSIBILITIES

LEGAL OWNER OF PROPERTY RESPONSIBLE PARTY The District holds the legal owner of a property or premises served by its sewer collection system primarily responsible for compliance with District rules, regulations, ordinances, and specifications, including payment of all District charges.

MAINTENANCE OF LATERAL SEWER Lateral sewers from the building to the sewer main shall be installed, repaired, and maintained by the owner of the property to which the service is connected, and then only by a licensed plumber.

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 the District, any human or animal excrement, garbage, or other objectionable waste.

DAMAGE CAUSED BY CUSTOMER ACTIONS The Customer shall be liable for damages to facilities owned by the District caused by an act of the Customer or his tenants, employees, agents, or contractors.

UNLAWFUL DISPOSAL 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.

REQUIREMENTS OF SEWER LATERAL INSTALLATION OR REPLACEMENT The District must be notified prior to installation or replacement of sewer lateral lines. The Customer shall be responsible for ensuring that the sewer lateral complies with the existing District specifications, and meets the performance standards then in effect. The District requires inspection of a new sewer lateral installation or repairs made to a Customer's sewer service line or replacement of any portion of the Customer's service line. The Customer shall reimburse the District for any inspection costs. All such work must be appropriately permitted as required by law.

DISTRICT-REQUIRED CORRECTIVE ACTION If the District determines that corrective action is needed on facilities which are the Customer's responsibility to maintain, the District shall serve the Customer with written notice and allow a reasonable time for satisfactory correction. Failure to take corrective action within the stated time may result in the discontinuance of sewer service, including the shut-off of sewer service to the Customer. If the District finds it necessary in the interest of immediate public health and safety, the District may discontinue service without written notice or perform work on said facilities. The costs and expenses incurred for discontinuance of service and work and material shall be paid by the Customer.

CHANGE OF USE Customers making any material change in the size, character or extent of the equipment or operations utilizing sewer service, or who add one or more dwelling units to an existing service through a building addition and/or the partitioning of an existing structure, or whose change in operations results in an increase in the discharge of sewage, shall immediately give the District written notice of the nature of the change. The Board will review the Customer's

changes and inform the Customer in writing of any additional fees due by virtue of the change of use.

MEASUREMENT AND TESTS All measurements, tests, and analyses of the characteristics of wastes shall conform to accepted practice, and be performed according to Standard Methods for Waste Water Examination. An acceptable sampling point, apparatus, and sampling may be required to determine waste characteristics. All tests and sampling shall be at the expense of the Customer.

TYPES OF WASTES PROHIBITED No combined sewer, downspout, cooling water or untreated industrial waste shall be discharged into the sewer system.

Except as hereinafter provided, no person shall discharge into the sewer any of the following described wastes:

- a. Any liquid or vapor having a temperature higher than 150 degrees F;
- b. Any surface water or groundwater including that from downspouts, stormwater sumps or drains;
- c. Discharges from recreational vehicle holding tanks, either through the use of clean outs or discharges directly into manholes;
- d. Any water or waste which may contain more than 100 mg/l of fat, oil, or grease;
- e. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
- f. 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 larger than one-half inch in any dimension;
- g. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of sewage works;
- h. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to structures, equipment and personnel of sewage works.
- i. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- j. Any septic tank sludge.
- k. Any commercial detergent or other cleaning material not readily biodegradable.
- l. Any other substance determined by the District to have properties unacceptable for sewage treatment.

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. The size of pipe

carrying discharge water shall not be larger than two inches and shall not be under a head to exceed 20 feet. If the water is discharged by pumping, the rate of flow shall not exceed 50 gallons per minute. Each swimming pool discharging to a sanitary sewer shall be equipped with an approved backflow prevention device to preclude any possibility of a backflow of sewage into the swimming pool or piping system.

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 District, 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 private sewer pump stations inspected and tested when deemed by the Manager to be a potential hazard to public health or the environment. The District shall determine the inspection and testing frequency.

DISTRICT AUTHORIZATION REQUIRED No person, other than District personnel or their authorized agents, shall tamper with, tap or connect into any District sewer main or manhole owned or controlled by the District or used by the District in connection with sewage collection unless authorized by the District.

NEW SEWER FLOWS OVER COLLECTION SYSTEM CAPACITY When it is determined by sound engineering evaluation accepted by the District that proposed new flows to the sewer system, together with existing flows, will cause any part of the collection system to be over-capacity or will exacerbate an existing over-capacity condition, the District will require upgrade to the collection system prior to approval of the new flows. The upgrade shall be solely at the cost of the Customer adding the new flows.

ARTICLE V. WASTEWATER SYSTEM IMPROVEMENTS

APPLICATION FOR SEWER CONNECTION OR MODIFICATION OF EXISTING SEWER Any owner of one or more lots or parcels, or developer of a tract of land, desiring to connect to the District sewer system or modify an existing private sewer system shall make a written application to the District. No person shall construct a building sewer, lateral sewer, or make any connection with the District sewer without first obtaining a written permit from the District and paying all fees and connection charges as required in the District Service Fee Ordinance.

The Applicant shall submit to the district the completed application; site survey if requested by the District; application fee; plans and specifications; map showing the location of the proposed connection; and any additional information which may be required by the District. The proposed improvements shall be in accordance with the District's standards and specifications. The size, type and quality of materials and location of the sewer lateral and system appurtenances may be specified by the District.

REVIEW BY THE DISTRICT The District and/or its engineers shall review the proposed plans. All costs for engineering review will be the responsibility of the Customer. If changes to the proposed plan are necessary, additional engineering fees may be incurred. The District shall provide Applicant with an itemized invoice for outside engineering services. All fees must be paid in full before a permit will be issued.

OFFERS OF DEDICATION If the Applicant has offered to dedicate some or all the wastewater system improvements to the District, the issue shall be considered by the Board of Trustees after the plans have been reviewed. At its discretion the Board may accept some or all the lines offered for dedication. Acceptance shall be subject to installation of the sewer system improvements according to the approved plans and specifications as verified by appropriate inspections and subject to Applicants providing District with a reproducible set and two prints of accurate record drawings.

EASEMENTS AND RIGHTS-OF-WAY Easements or rights-of-way are reserved for the servicing of sewer facilities 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. All costs for removing or replacing land surfaces, landscaping or other occupancies shall be the responsibility of the Customer.

AUTHORIZED CONTRACTORS Only properly licensed contractors shall be authorized to perform the work of public sewer construction within the District including lateral sewer connection to a main sewer. All terms and conditions of the permit issued by the District to the Applicant shall be binding on the contractor. The connection of the lateral sewer into the public sewer shall be made in accordance with the District's standards. The connection to the public sewer shall be made under the supervision and direction of the District. Any damage to the public sewer shall be repaired at the cost of the Applicant to the satisfaction of the District.

COMPLIANCE WITH LOCAL REGULATIONS Any person constructing a sewer within a street or easement shall comply with all State, County or Community 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.

GENERAL All costs and expenses incident to the design, installation and connection of any sewer service or other work for which a permit has been issued shall be borne by the Applicant, by being paid in full, and shall be in addition to all fees, service and connection charges provided for in this Ordinance. If the work is for the installation of a sewer main that the District has conditionally accepted for dedication, the owner shall indemnify District for any loss or damage that may directly or indirectly be occasioned by the work. All work shall be first authorized in writing by the District.

All improvements shall be designed and constructed in accordance with the District's standards and specifications, including the Standard Specifications for Public Works Construction, Nevada Division of Environmental Protection's standards, and where applicable, the Nevada Department of Transportation's Standard Specifications for Road and Bridge Construction. The Applicant is responsible to acquire all approvals and permits from local and state agencies.

LATERALS AND FACILITIES INSTALLED BY CUSTOMER IN SPECIAL CASES If additional facilities, including but not limited to a booster pump, should be required in Customer's lateral to provide flow in the lateral to the District's main, the Customer shall provide, install, operate, repair, maintain, and replace such facilities as needed, all at Customer's own expense.

District shall at no time be required to lay additional main or install infrastructure to supply sewer service to any Customer.

ARTICLE VI. SPECIFICATION FOR SEWER CONSTRUCTION MATERIALS AND MANNER OF CONSTRUCTION

All sewer construction materials and methods of construction shall meet Douglas County Building Code, Uniform Plumbing Code, and District Standards.

COMPLETION OF SEWER Before any acceptance of any sewer line or improvement by the District, and prior to the admission of any sewage into the system therefrom, the sewer line shall be tested and shall be complete in full compliance with all requirements of the specifications for sewer construction to the satisfaction of the Engineer.

INTERCEPTORS Grease, oil and sand interceptors shall be required when deemed to be necessary by the District for the proper handling of liquid wastes containing grease, flammable wastes, sand, or other harmful substances. Interceptors will not be required for buildings used for residential purposes. All interceptors shall be approved by the District, and shall be located to be

easily accessible for cleaning and inspection. All interceptors shall be maintained by the Customer, at the Customer's expense, and in continuously efficient operation at all times.

TESTING All building sewers and lateral sewers shall be tested for excessive leakage in the presence of an authorized representative of the District. All lines showing excessive leakage shall be repaired or replaced at the expense of the owner and shall be done at the direction and to the satisfaction of the District.

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 Customer may appeal to the District's Board of Trustees.

LIABILITY The District and its officers, agents and employees shall not be answerable for any liability, injury, or death to any person, or for 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 Applicant's work or any failure that may develop therein.

TIME LIMIT ON PERMITS A permit will be deemed void if work is not commenced within six (6) months from the date of issuance or after work has stopped for a period of one (1) year. No further work shall be done until a new permit has been issued and fees for the new permit are paid.

ARTICLE VII. SEWER SERVICE BILLING PROCEDURES AND SPECIAL CHARGES

BILLING TIME Bills for service will be sent to each Customer on an annual basis, unless otherwise approved by the District. Bills for sewer service are payable in the District office by the due date specified thereon, unless special terms have been arranged with the District.

BILLING PERIOD Billing period shall be July 1 through June 30 of the following year.

PENALTIES All charges shall become late if payment has not been received in full by the District after the due date specified in the bill. All charges shall become delinquent after 90 days of non-payment. All delinquent charges shall be subject to a basic penalty of ten percent (10%) of charges. In addition, a penalty of one and one-half percent (1-1/2%) per month for non-

payment of the charges plus basic penalty shall thereafter be imposed. Customers with a good payment record as defined by the District may have a late penalty waived.

INITIATION OF CHARGES TO NEW SERVICES 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.

ANNUAL CHARGES IRRESPECTIVE OF USE Charges will be due and payable as long as the property is connected to the sewer system. Disconnection of service can only be made by Board approval. Reconnection of service will be made only upon application for a new connection permit and the payment of any connection fees due and of any past due charges. There shall be no separate rate for unoccupancy.

UNAUTHORIZED USE OF DISTRICT FACILITIES OR SEWAGE SERVICE A person connecting to District's system or taking ownership of existing premises and using a service connection without having made application to the District for sewer service shall be held liable for the service provided from the date of connection or commencement of ownership. If proper application for sewer service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

OTHER SERVICE CHARGES The regulations set forth in this Article shall also be applicable to sewer-related charges or their obligations or amounts due or payable to the District, including without limitation, repair charges or other service charges, unless the District by special agreement determines otherwise.

NON-PAYMENT OF BILLS A Customer's service may be discontinued for non-payment of a bill for service furnished, if full payment has not been received by the District by the due date specified thereon and the charges become delinquent, provided the District has given the Customer at least five days prior written notice of such intention. Service will be restored upon payment of outstanding fees and charges. Termination and restoration of service will be billed as individual service calls. If service is discontinued by plugging or capping the sewer lateral, the Customer will be liable for any and all expenses incurred by the District, all of which must be paid in full and the account brought current before restoration of service.

When a Customer's personal check to the District is returned unpaid, the District reserves the right to decline to accept additional personal checks from the Customer for a period of six months. Customers will be charged an Insufficient Check Funds Fee each time an insufficient funds check is received by the District.

COLLECTION BY SUIT As an alternative to any of the procedures herein provided, the District may bring an action against the Customer 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.

LIENS Unpaid charges owed to the District may be secured by lien as authorized by law. Said lien and charges shall run with the land until paid. A lien against the property served shall become effective upon: 1) proper service thereof to the last known owner as provided by law; 2) delivery of the lien to the Douglas County Recorder; and 3) the lawful recording and indexing thereof by the County Recorder.

COLLECTION ON TAX ROLL The District may, as determined on a case-by-case basis, refer collection of delinquent accounts to the County Treasurer for collection on the tax rolls as contemplated by NRS 318.201 and or any successor statute.

RESPONSIBILITY FOR PAYMENT OF BILLS Failure to receive a bill does not relieve a consumer of liability. Any amount due shall be deemed a debt to the District, and any person, firm, corporation, or other legal entity failing, neglecting, or refusing to pay said indebtedness shall be liable for an action in the name of the District in any Court of competent jurisdiction for the amount thereof, together with penalties and interest.

DISPUTED BILLS In 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. 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.

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 Customer may appeal to the Board of Trustees for relief.

SERVICE CALL FEES A Service Call Fee in accordance with the amounts stated in District's Fee Schedule will be made for each response to the property by District personnel. The charge

will be made and collected prior to renewing service following discontinuance for violation of these rules or for non-payment of bills.

ABATEMENT During any period of non-connection or disconnection, habitation of a property by human beings shall constitute a public nuisance, whereupon the Board of Trustees shall cause proceedings to be brought for the abatement thereof. In such event, the Customer shall be liable for a reasonable attorney's fee, together with litigation costs.

COMBINED BILLINGS BY DISTRICT Where the Customer charged is a user of more than one service billed regularly by the District, the charges may be billed upon the same bill and collected as one item.

GOVERNMENT CONDEMNED PROPERTY Units condemned or posted as uninhabitable by the County or any other responsible government authority may have service fees temporarily waived or reduced in accordance with separate policy adopted by the District as it may be changed from time to time upon owner submittal of evidence certifying same to the District. Should the District believe the property is occupied despite being condemned or posted as uninhabitable, monthly service fees will continue to accrue. This waiver of fees does not apply to temporarily out-of-service properties for other than government condemnation.

RECONNECTION FEE Reconnection fees, as stated in District's Fee Schedule, will be made and collected prior to renewing service following discontinuance.

ARTICLE VIII. SERVICE RATE CLASSIFICATIONS

Users of District's sewage facilities shall pay to the District a sewer service fee for all connections to the system, according to the following categories, and as set forth in the District's Fee Schedule.

RESIDENTIAL SERVICE Customers in this category shall include residential units in single family dwellings, and all other dwelling units. The annual fee for this service classification shall be the minimum fee per residential unit.

COMMERCIAL SERVICE Customers in this category shall be charged based upon a fixture unit count. The fee shall be per 25 fixture units or 25 fixture unit multiples. For example, a commercial service with 35 fixture units would be assessed minimum charge for two 25 fixture unit multiples and be charged a minimum rate twice that of a service with 25 fixture units or less.

INDUSTRIAL SERVICE Customers in this category shall be charged based upon a fixture unit count. The fee shall be per 25 fixture units or 25 fixture unit multiples. For example, a commercial service with 35 fixture units would be assessed minimum charge for two 25 fixture unit multiples and be charged a minimum rate twice that of a service with 25 fixture units or less.

ARTICLE IX. CONNECTION FEE CLASSIFICATIONS

CONNECTION FEE REQUIRED Persons desiring to connect to the sewer system of District shall pay to the District a sewer connection fee at the time of issuance of the permit for a sewer connection, as set forth in the District's Fee Schedule.

A sewer connection permit shall be required for the addition of one or more residential units to an existing service through a building addition and/or the partitioning of an existing structure, whether or not the addition is recognized by Douglas County. The following classifications shall apply:

RESIDENTIAL This classification shall include all dwelling units. The fee charged for this classification shall be the one base connection fee per dwelling unit.

COMMERCIAL The fee charged for this classification will be based on the size of the connection.

INDUSTRIAL The fee charged for this classification will be based on the size of the connection.

ARTICLE X. ANNEXATION AND ASSESSMENT FEES UPON DEVELOPMENT

FEE FOR PROPERTY NOT PREVIOUSLY ASSESSED A property that has not previously been assessed for the sewer collection system shall pay a fee at the time the owner of the parcel makes an application for sewer service. The fee shall be in addition to any other fees paid, not limited to connection fees and plan review fees. The fees shall be as set forth in the District's Fee Schedule.

ARTICLE XI. SERVICE AREA DESCRIPTION

SERVICE AREA DESCRIPTION The service area for sewage service for the Elk Point Sanitation District is defined as all the property within the boundaries of Elk Point Sanitation District as described in Douglas County Ordinance EP-3, an Ordinance creating an Improvement District to be known as Elk Point Sanitation District; and Douglas County Document 1978-27793, a resolution of Elk Point Sanitation District enlarging its Boundaries by inclusion of additional Property.

ARTICLE XII. EFFECTIVE DATE

EFFECTIVE DATE This ordinance shall take effect **Month Day**, 2025 but without prejudice to written commitments made by District to Applicants within six (6) months prior to the enactment of this ordinance.

Bradley Oneto, Chairperson

ATTEST:

Doreen Andriacchi, Secretary