

BILL NO. 18-01

ROUND MOUNTAIN TOWN

ORDINANCE NO. 8

SUMMARY: AN ORDINANCE TO CONTROL AND REGULATE WATER AND SEWER HOOKUPS BY THE UNINCORPORATED TOWN OF ROUND MOUNTAIN WITHIN THE UNINCORPORATED TOWN OF ROUND MOUNTAIN, COUNTY OF NEVADA, STATE OF NEVADA, PROVIDING FOR PENALTIES OF VIOLATIONS THEREOF, AND OTHER MATTERS PROPERLY RELATING THERTO.

TITLE: AN ORDINANCE CREATING WATER AND SEWER REGULATIONS FOR THE UNINCORPORATED TOWN OF ROUND MOUNTAIN; PROVIDING FOR GENERAL PROVISIONS; PROVIDING FOR APPLICATION FOR SERVICE; PROVIDING FOR NEW OR ADDITIONAL SERVICE CONNECTIONS; PROVIDING FOR WATER RATES AND REGULATIONS; PROVIDING FOR SEWER RATES AND REGULATIONS; PROVIDING FOR BILLINGS AND PAYMENTS; PROVIDING FOR DISCONTINUANCE AND RESTORATION OF SERVICE; PROVIDING FOR VIOLATIONS AND PENALTY OF VIOLATIONS; PROVIDING FOR THE CONSTITUTIONALITY, SEVERABILITY, REPEAL, AND EFFECTIVE DATE THEREOF; AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Town Board for the Unincorporated Town of Round Mountain, pursuant to NRS has the power and duty to pass and adopt all ordinances for the Town; and

WHEREAS, IT IS THE CONSENSUS OF THE MEMBERS OF THE Round Mountain Town Board that a need exists for the creation of a water and sewer ordinance.

NOW, THEREFORE, the Town Board of the Unincorporated Town of Round Mountain, County of Nye, State of Nevada, does ordain:

WATER AND SEWER REGULATIONS

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Article I. General Provisions

1. Adoption

Adoption of this chapter, regulating and controlling sewer and water hookups by Round Mountain Public Utilities within the area being served by the Utility, will promote the public health, safety and welfare.

2. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings set out in this section:

"Act" or "the Act" means the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500; 33 U.S.C. 1251 et seq.)

1. "Applicant" means the person, firm, association, corporation or governmental agency applying for water and/or sewer service or service installations.
2. "Application" means the written request for service the Utility may require, as distinguished from an inquiry as to the availability or charges for such service.
3. "Approved," means approval by the Manager and/or Board as a result of investigation and test conducted by them or by reason of accepted principles or tests by national authorities, technical or scientific organizations.
4. "B.O.D." (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at twenty degrees Centigrade, expressed in parts per million by weight.

5. "Billing period" means the time interval between two consecutive actual or estimated meter readings that are made for billing purposes.
6. "Billing month" means the month for which billings are prepared usually the calendar month in which current meter readings are completed.
7. "Board" means the Round Mountain Town Board.
8. "Boiler blow off" means the condensed steam or hot water from a boiler when "blown off" to remove scale and slime or "blown down" from cleaning and repair.
9. "Branch service" means a service that is not connected to a water main and has as its source of supply another service.
10. "Commercial, commercial enterprise" means an establishment or business operating for profit, whether or not a profit is in fact realized, except as modified by this section.
11. "Connection" means the pipeline and appurtenant facilities such as the curb stop meter and meter box, all used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or the property line to serve several customers, each such branch service shall be deemed a separate service.
12. "Connection fee" means a fee charged in order to provide funds to increase the capacities of water and sewer services.
13. "Cross-connection" means any physical connection between the piping system from the Utility service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the Utility distribution mains.
14. "Cost" means the cost of labor, material, transportation, supervision, engineering and all other necessary overhead expenses.
15. "Customer" means the person in whose name service is rendered as evidenced by the signature on the application or contract for that service; or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name, regardless of the identity of the actual user of the service.
16. "Customer's service line": see "yard line."
17. "Date of presentation" means the date upon which a bill or notice is mailed or postmarked or delivered to the customer by the Utility.

18. "Discharge" means the addition of a pollutant or effluent to water or to the sewer system.
19. "Discharge standard, limitation" means any applicable state, federal, or Utility discharge standard or limitation which imposes any restriction or prohibition on quantities, rates or concentrations of chemical, physical, biological, and any other constituent discharge into the utility's treatment works.
20. "Effluent" means sewage, industrial or any other waste, pollutant, or water, whether treated or untreated, which is discharged into or permitted to enter the sewer system.
21. "Fixture unit survey" means the tabulation of fixture units by physical inspection or review of construction plans to determine the fixture unit count.
22. "Fixture unit weight" means the value ascribed to certain plumbing devices as defined by the current edition of the Uniform Plumbing Code.
23. "Gallon" means the volume of water, which occupies two hundred thirty-one cubic inches.
24. "Hookup charge": see "tap fee."
25. "House piping" means all piping and fittings installed within a house, structure, building, mobile home, etc., up to and including the last fitting inside or outside the wall.
26. "Industrial waste" means wastes resulting from any process of industry, manufacturing, trade or business, or from the development or recovery of any natural resource, that:
 - a. Contains toxic pollutants in toxic amounts as defined in standards issued under Section 307(A) of the Act: or
 - b. Is found by the Manager to have significant impact, either singly or in combination with other wastes, on the treatment or collection system.
27. "Law" means a rule or rules established and enforced by federal state, county or local authorities.
28. "Lot," means a parcel of land separated from other parcels by legal description for purposes of lease, sale, or separate use.
29. "Main" means a water or sewer line in a street, highway, alley or easement used for public and private fire protection and for general distribution or water or collection of sewage effluent to premises under separate ownership.

30. "Main extension" means the extension or replacement of water distribution mains, or sewage collection mains, owned by the Utility, including necessary facilities beyond existing service facilities.
31. "Manager" means the Manager of the Round Mountain Public Utility or his designated subordinate, who is duly appointed or designated by the Board, administers the operations of the Utility and the provisions of this chapter.
32. "Metered service" means the service for which charges are computed on the basis of measured quantities of water.
33. "Minimum charge" means the amount the customer must pay the Utility for the availability of water or sewer service, irrespective of whether any water is used.
34. "Movable dwelling unit" means any structure capable of being moved on any lot, site or trailer park requiring use of water and sewer facilities to be habitable, and not having a foundation.
35. "Owner" means the person in whose name the legal title to the property appears, by deed duly recorded in the county recorder's official records, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself: or as executor, administrator, guardian or trustee of the owner.
36. "Peak flow rate" means the average rate at which wastewater is discharged during the highest thirty-minute flow period in the preceding twelve months.
37. "Permanent dwelling unit" means any structure existing on a lot, site or trailer park, requiring the use of water and sewer facilities to be habitable, and having a foundation.
38. "Permanent service" means service which, in the opinion of the Utility, is of a permanent and established character. The use of water may be continuous, intermittent or seasonal in nature.
39. "Permit" means a written authorization to discharge pollutants into the utility's treatment works in accordance with the Act, the law, the regulations promulgated under this chapter, and this chapter.
40. "Person" means any individual, partnership, corporation, governmental agency or other organizations operating as a single business entity.
41. "Point of delivery" means the point where pipes owned, leased or under license by a customer contact the utility's piping systems.
42. "Pollutant" means the agricultural waste or any substance that impairs the chemical, physical, or biological character or condition of water.

43. "Premises" means a continuous tract of land, building or group of adjacent buildings under a single control with respect to use of sewer and water and responsibility for payment therefor.
44. "Pretreatment standard" means the standards promulgated under Section 307(B) of the Act.
45. "Regular water service" means the water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis and the water available therefor.
46. "Sanitary sewers" means those sewers, which are designated to carry all waste matter permitted by this chapter to enter the system, other than surface drainage water.
47. "Service classification" means those terms as defined below:
 - a. "Commercial service" means the service to customers engaged in selling, warehousing or distributing a commodity, in some business activity, or in a profession, or in some form of economic, religious or social activity (offices, stores, triplexes, clubs, motels, hotels, boarding houses, etc.) or for governmental activities, or for service provided to a builder or developer during the construction phase of any structure(s) and for the purposes that do not come under another classification of service.
 - b. "Quasi-residential service" means a commercial service, which is basically residential in nature, but does not include motels, hotels or boarding houses, etc.
 - c. "Industrial service" means service to commercial customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine, shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc.: i.e. in extractive, fabricating or processing activities.)
 - d. "Irrigation service" means that service to commercial customers for agricultural, floral-cultural or horticultural use.
 - e. "Private fire protection service" means water service and facilities for building sprinkler systems, hydrants, hose reels and other equipment installed on private property for fire protection of specific facilities.
 - f. "Public fire protection service" means the service and facilities of the entire water supply, storage and distribution system of the Utility, including the fire hydrants affixed thereto, and the water available for fire protection, excepting customer service connections and appurtenances thereto for use for public fire protection.
 - g. "Residential service" means a service to a customer supplied for residential purposes in a single- family dwelling, or in an individual flat or individual unit in a multifamily building

or portion thereof occupied as the home, residence or sleeping place for one or more persons, provided each such dwelling, flat or unit for which water service is separately metered for such unit.

- h. "Temporary service" means service and facilities rendered for construction work and other uses of limited duration of usually six months or less.
- 48. "Service connection" means the connection between the utility's main and the service connection between the utility's mains and the service connection, including all of the pipe, fittings and valves necessary to make the connection to the customer's yard line.
- 49. "Sewage system" means the system on conduits, tanks, pumps, manholes, clean-outs, ponds, lagoons or other facilities owned or controlled by the Utility for the collection, transmission, treatment and disposal of effluent from the customer or the Utility.
- 50. "Sewer hookup" means any method of gaining access to the utility's sewer facilities and lines, to include but not be limited to, direct link to the main sewer line or indirect link through another's existing connection.
- 51. "Sewerage fixtures" means approved type installed receptacles, devices or appliances which are supplied with water or which receive liquid or liquid borne wastes and discharge such wastes into the drainage system to which they may be directly or indirectly connected. Industrial or commercial tanks, vats or similar processing equipment are not sewerage fixtures, but may be connected to or discharged into approved sewerage fixtures.
- 52. "Site" means a portion of land capable of accommodating any structure, fixed or movable, requiring water and sewer to be habitable, to include trailer parks.
- 53. "Storm sewers" means those sewers which are designated to carry surface drainage water and such other waters as are not required to be disposed of through the sanitary sewer system, in accordance with the provisions set forth in this chapter.
- 54. "Suspended solids" means solids that either float on the surface or are in suspension in water, sewerage or other liquids, and which are removable by laboratory filtering.
- 55. "Tapping fee" means the cost incurred by the Utility in making the physical connection between the customer's service lines and the Utility lines, including both direct and indirect costs.
- 56. "Tampering" means tampering with utility equipment or stealing service.
- 57. "Theft of Service" shall include, but not be limited to the following:

- a. Opening valves at the curb or meter that have been turned off by utility personnel;
 - b. Breaking, picking or damaging utility locks or meter box lids;
 - c. By-passing meters in any way;
 - d. Taking unmetered water from hydrants by anyone other than an authorized official of a recognized fire department, fire insurance company or utility for any purpose other than firefighting, testing or flushing of hydrants;
 - e. Removing, disabling or adjusting meter registers;
 - f. Connecting to or intentionally damaging water lines, valves or other apparatus for the purpose of stealing or damaging utility equipment;
 - g. Moving the meter or extending service without permission of the Utility;
 - h. Any other intentional act of defacement, destruction or vandalism to utility property or act that affects utility property;
 - i. Any intentional blockage or obstruction of utility equipment.
58. "Town" means the unincorporated town of Round Mountain, Nye County, Nevada.
59. "Toxic effluent standard, pollutant" means any material appearing on the list developed by the Administrator of the U.S. Environmental Protection Agency pursuant to Section 307(h) of the Act.
60. "Trailer park" means a parcel of land utilized to provide accommodations such as water, sewer and electrical facilities for movable mobile homes or recreational vehicles.
61. "UPC" means the current edition including revisions of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials.
62. "Utility" means Round Mountain Public Utilities, that entity operating under the control and management of a designated Manager, under the authority of the Round Mountain Town Board of the unincorporated town, to perform all functions with respect to water and sewer services in and around the town.
63. "User charge" means a charge to the user in order to cover operation, maintenance and replacement costs associated with the water or sewer systems.

64. "Waste" means that useless, superfluous or discarded matter which is discharged into the sewer system.
65. "Wastewater" means those water carried wastes, liquid, solid, gaseous or radioactive, associated with human habitation or from human or animal origin, or from producing, manufacturing, processing, or business operation of whatever nature.
66. "Water hookup" means any method of gaining access to the Utility's water system, to include but not be limited to, direct connection to the main line, or indirect connection to the main line: i.e. through another's existing connection.
67. "Water system" means the system of conduits, pumps, tanks and structures used or other facilities owned or controlled by the Utility for the purpose of conveying from its sources, treating in any manner, and conveying final points of use for the use of the utility's customers.
68. "Yard line" means that piping between the building or structure served and the Utility's service connection.

3. Construction

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

4. Designation of Round Mountain Public Utilities

The water and sewer system of the unincorporated town of Round Mountain, shall be known as, and operate under the name to: Round Mountain Public Utilities.

5. Round Mountain Public Utilities - Powers and Duties

- A. It is the duty of the Round Mountain Public Utilities to carry out the terms and provisions of this chapter, and to see that this chapter is faithfully enforced.
- B. Powers of the Round Mountain Public Utilities shall include but not be limited to the following:
 1. Inspect all sites for requests for water/sewer services.
 2. Engage the assistance of the county planner to ensure that each additional or existing dwelling unit is in conformity with the rules and regulations of this chapter.
 3. Grant or deny any requests for water/sewer service based on the criteria provided in this chapter.

4. Restrict, revoke or suspend any hookup not approved by the Round Mountain Public Utilities, or not in compliance with the provisions in this chapter.

6. Utility Services and Responsibilities

- A. Utility to Furnish System. The Utility will furnish a system, plant, works and undertaking used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the water and sewer systems, all appurtenances to it and lands, easements, rights-of-way, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.
- B. Area Served. The Utility shall provide service within the limits of the unincorporated town of Round Mountain. The Utility may serve other areas as authorized by the Board. Should the rates and charges for areas outside the town limits be proposed to be less than the rates within the town limits, a public hearing shall be held and the utility's customers notified.
- C. Quality. The Utility will provide water that conforms to applicable state and federal regulations established for the particular use.
- D. Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and services are provided by the distribution system at the location of the proposed service connection: and to hold the Utility harmless for any damages arising out of low-pressure or high-pressure conditions or interruptions in service.
- E. Maintenance of Water Pressure. The Utility shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making emergency repairs and shut downs required in the operation of the water system. Consumers, dependent upon a continuous supply, should provide emergency storage.
- F. Maintenance of Lines and Equipment. Water meters, boxes. Valving and service connections are the property of the Utility and are normally located on a public right-of-way. The utility's responsibility for maintenance of a water service ends with the service connection to the customer's yard line. Should the service connection be located on private property, the Utility reserves the right for reasonable ingress and egress to maintain its equipment. The utility's responsibility for maintenance of sewage lines ends at the customer's property line or at the point of connection of the customer's line to sewer main crossing private property. No one except an employee or representative of the Utility shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves, interfere with meters or their connection, street mains, service lines, or other parts of the water system or interfere with any sewage manhole, clean-out, collection box or appurtenance or installation of the sewage system.

7. Customer's Responsibility

The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water and disposing of waste water and the Utility shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The Utility shall not be responsible for damage to property caused by faucets, valves and other equipment that are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.

8. Continuity of Service

The Utility 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 service to its customers and the general public, as follows:

- A. Where an interruption of service affects the service to any public or private fire protection device, the Utility will promptly endeavor to notify the fire chief or other official responsible for such fire protection of such interruption and of subsequent restoration of normal service.
- B. The Utility will not be liable for interruption or shortage or insufficiency of supply or any loss or damage of any kind or character occasioned thereby, if same is caused by an act of God, fire, strike, riot, war, accident, breakdown, action by governmental body or any other cause beyond the control of the Utility.
- C. 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 least inconvenience to the customers consistent with reasonable Utility operations.
- D. During time of threatened or actual water shortage the Utility will apportion its available water supply among its customers as directed by the Board. In any event, it will apportion the supply in the manner that appears most equitable under the circumstances then prevailing, and with due regard to public health and safety.

9. Hookups Subject to Approval

- A. Any or all water/sewer hookups shall be made only after the approval of the Utility.
- B. No hookup shall be maintained without the approval of the Utility.

10. Hookups Area Restrictions

Unless approved by the Board, there shall be not more than one hookup for a dwelling unit on sites as follows:

- A. Existing sites, as of the effective date of this chapter, shall be allowed only one hookup for an area of fifty by eighty feet for a permanent dwelling unit per lot.
- B. Existing trailer parks, as of the effective date of the ordinance codified in this chapter, shall be allowed one hookup for an area of fifty feet by eight feet for double-wide movable dwelling units, and an area of thirty-five feet by eighty feet for single wide, movable dwelling units.
- C. Existing trailer parks, as of the effective date of the ordinance codified in this chapter, shall be allowed one hookup for an area of fifty feet by eight feet for double-wide movable dwelling units, and an area of thirty-five feet by eighty feet for single wide, movable dwelling units per lot.
- D. Any new movable dwelling units placed on any site shall be allowed only one hookup as provided in subsection C of this section.
- E. An existing trailer park, site or lot not in compliance with restrictions described in this section shall not be declared in violation of this section, but any new creation of a permanent dwelling unit or replacing of a moveable dwelling unit must comply with these restrictions.
- F. No movable dwelling units shall be allowed access to any water or sewer hookup, whether in transient periods of less than twenty-four hours, or parked for an extended period exceeding twenty- four hours other than those sites, lots or trailer parks complying with the restrictions of this section.

11. Administration

- A. Notice to a customer will normally be in writing and will be delivered or mailed to the customer's last known address. In emergencies, or when circumstances warrant, the Utility will endeavor to promptly notify the customer affected and may make such notification orally, either in person or by telephone. A customer may make notification in writing to the Utility at its billing office.
- B. Information. The Utility will maintain, open for public inspection at its business office, pertinent information regarding the service rendered, including the following:
 - 1. The ordinance regulating water and sewer services. The Utility may charge for the cost of copies of all or part of the ordinance;
 - 2. Characteristics of Water. A description in writing of the kind of water to be furnished, whether filtered or unfiltered and whether treated or untreated;
 - 3. Financial records of the Utility, including annual audit and report of monthly revenues and expenditures;
 - 4. Current and historical data related to the water usage and billings for services;
 - 5. Customer payment records, only with the written consent of the customer.

- C. **Special Contracts.** The Manager of the Utility shall be authorized to enter into special contracts with agencies of the United States of America and other individuals or entities, upon the approval of the Board, for water and sewer services and charges.
- D. **Rate Change by Resolution.** This Board shall review as provided in this chapter the rates, charges and fees contained in this chapter, and may by resolution or by amendment to this ordinance change the respective rates charged or establish rates for special uses or users for particular service locations as mandated by the discretionary authority of the Board.
- E. **Annual Review of Financial Status.** The Board will annually review the statement of expenditures and revenues of the Utility within ninety days of the presentation of the utility's official audit report. The Board will use the information from the review and recommendations from the auditors, Board and Manager and adjust schedules of rates, fees and charges for all service by the Utility. Systems revenues shall be sufficient at all times, after making reasonable allowances for contingencies and errors in estimates, to the operating and maintenance expenses and produce net revenues to retire any outstanding indebtedness, and maintain any reserve accounts for system replacement and capital improvements. If recommended action is not taken, the Board shall specifically address why recommended action was not taken.
- F. **Disputes-Disagreement.** In case of disagreement or dispute regarding the application of any provision of this chapter, or in circumstances where the application of this chapter appears impracticable or unjust to either party, the Utility, applicant or customer, such party may appeal to the Board in writing. The Board shall conduct a public hearing concerning the issue and notify the complaining party of its decision in writing. All decisions of the Board shall be final.

Article II. Application for Services

1. Customer Application Form

The application is merely a written request for service and does not bind the applicant to take service for a period longer than that upon which the monthly minimum charge is based: neither does it bind the Utility to service except under reasonable conditions.

Each applicant for service shall be required to sign, on a form provided by the Utility, an application which, shall set forth:

- A. Name and address for billing;
- B. Applicant's name, address, social security number, telephone number;
- C. Applicant's employer's name, address, telephone number and hire date;
- D. Location (street address/physical location) of premises to be served and purpose for which premises to be served and purpose for which premises will be used;
- E. Type of service requested and expected date of service;

- F. Name, address and telephone number of legal owner or authorized agent of premises;
- G. Owner's approval to establish service;
- H. Date of application.

2. Conditions for Service

- A. **Processing Fee.** The applicants shall pay at the time of submitting an application for service a fifteen - dollar processing fee, which is nonrefundable. The processing fee is to defray the cost of clerical time to process the application, set up the account for billing purposes and turn on the water service when required.
- B. **Refusal to Serve.** The Utility may refuse to serve an applicant for service under the following conditions:
 - 1. If the applicant fails to comply with any of the provisions of this chapter;
 - 2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers;
 - 3. If in the judgement of the Utility, the applicant's installation for utilizing the service is unsafe or hazardous, or subject to freezing, or of such nature that satisfactory service cannot be rendered;
 - 4. 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;
 - 5. When an applicant is refused service under the provisions of this section, the Utility will notify the applicant that he may appeal the decision to the Board
- C. **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.
- D. **Change in Customer's Use.** A customer making any material change in the size, character or extent of the equipment or operations for which the utility's service is utilized shall immediately file a new application for service. A change in a customer's service which requires the installation of a different or additional meter when made at the customer's request shall be made by the Utility at the customer's expense and be subject to compliance with all provisions herein.
- E. **Compliance and Notice.** The application or the depositing of any sum of money by the applicant shall not require Utility to render service until the expiration of such time as may be reasonably required by the Utility to determine if applicant has complied with the provisions herein. Under normal circumstances, the Utility will require at least one business day's advance notice in order to process an application for service and "turn on," if required, of the water service.
- F. **No Service will be provided until all previous bills are paid by owner of property.**

3. Deposits

A deposit shall be collected, applied and/or returned according to the following conditions:

- A. **Amount Required.** The amount required to be paid with the application prior to service being established shall be:
1. **Residential.** A cash deposit of one hundred dollars shall be required of all residential accounts.
 2. **Commercial.** A cash deposit equal to twice the amount of the estimated billing for the regular billing period, with the minimum amount being one hundred dollars.
 3. **Interest.** No interest will be paid on deposits.
- B. **Applicability to Unpaid Billings.** Deposits may be applied to amounts due the Utility as follows:
1. **Discontinuance of Service for Nonpayment of Bills.** If a customer has service discontinued for nonpayment and has not restored service within fourteen days of the discontinuance, the customer's deposit shall be applied to all unpaid bills; any balance of the deposit shall be refunded, and the customer shall be required to complete an application as if he were a "new" customer.
 2. **Vacated Premises.** Should the Utility have sufficient reason to believe that a customer has vacated a premise without notice, as evidenced by an application for services for the premises by a new customer, notice from the landlord or other reasonable documentation, the Utility shall apply the customer's deposit to all unpaid bills; any balance of the deposit shall be refunded to the customer's last known mailing address.
 3. **Discontinuance of Service Customer's Request.** Should a customer discontinue service in the manner provided for in this chapter, he may request that his deposit be applied to his final billing; any balance remaining shall be refunded to the customer.
- C. **Return of Deposits.** Deposits will be returned to customers according to the following:
1. **Payment Record.** Semiannually, in approximately January and July of each year, the Utility will examine the payment records of its customers who have made a deposit to establish credit. The Utility shall return deposits to customers who, in the twelve months previous, have paid all bills for service without having been presented with two or more notices of intended discontinuance of service for nonpayment and/or have not had service disconnected for nonpayment.
 2. **Customers who do not qualify to have the deposit returned shall be notified in writing by the Utility of the reason(s) the deposit was not returned and the approximate date his payment record would be reviewed next.**
 3. **Discontinuance of Service.** Customers who have had their service discontinued for any reason will not have their deposit, or any part thereof: returned until all billings due the Utility have been paid

in full. Deposit refunds, under normal circumstances, require thirty days from the date of presentation of the final billing.

Article III. New or Additional Service Connections

1. New or Additional Service Connections Defined

A. New Connections. For the purpose of this article, a service shall be considered "new" if any of the following conditions are met:

1. The premises, according to the utility's records, never had water and/or sewer service;
2. The premises was vacant land, and, according to the Utility's records, existing services on the premises have not been in use since December 1, 1998. "Use" shall be deemed to be a residential or commercial occupancy of the premises.

2. Application

A. New/additional Service Application Form. The application is merely a written inquiry regarding a new or additional service, and the submittal does not bind the applicant to proceed, nor does acceptance of the application require the Utility to install the service. The purpose of the application is to provide the Utility with information in order that the applicant can be informed as to the approximate cost and conditions regarding the new service. The owner of any premises shall be required to sign on a form provided by the Utility which shall set forth:

1. Name, address, telephone numbers of owner;
2. Address/location of premises to be served;
3. Legal description of land which comprises premises;
4. Designation of services requested and expected date of use;
5. Detailed description of required water service, including estimated monthly consumption, peak flow demands, line and meter sizes required and equipment to be utilized, including any special requirements;
6. Detailed descriptions of required sewer services, including estimated monthly discharge, peak flow rate, line sizes, constituents of effluent and equipment to be utilized, including special requirements;
7. Detailed description of public and/ or private fire protection requirements;

8. Approvals which will be required by the local, state, or federal agencies;
 9. Date of application.
- B. Plot Plan. The applicant, as part of his application, may be required to submit a preliminary plot plan of the premises to be served, which shall include the following:
1. Premises size and shape and, if any, lot and block designation;
 2. Streets, alleys and rights-of-way adjoining the premises;
 3. Proposed points of connection for service, and respective service line sizes, including estimated depths;
 4. Approximate location and size of structures to be served;
 5. Location of the customer's sewer cleanout(s) and water service valves.
- C. Engineered Plans and Specifications. The applicant may be required to submit engineered plans and specifications for on-site, off-site and building water and sewer services when, in the opinion of the Utility, the applicant's request for services may significantly impact the operations of the Utility and/or the applicant's intended use of services would include equipment or operations which may be hazardous to the utility's operation or its customers.

3. Approval

The Utility, upon receiving an application for new or additional service, shall process the application as follows:

- A. Utility Report. Within thirty days of receipt of an application and any additional information required for a new or additional service, the Utility shall provide to the applicant a report which shall include the following:
1. A cost estimate which may include tap fees, connection charges, main-line extension costs and any other special charges;
 2. A schedule of payment of costs and charges;
 3. A schedule for the installation of services, main-line extensions or other required construction or installations;
 4. Listing of conditions, regulations or laws governing the installation or use of service(s);
 5. Listing of required compliances needed prior to construction or occupancy as required by any local, state, or federal agencies.

- B. **Applicant Confirmation.** Within fifteen days of the presentation of the utility's report, the customer shall agree to the cost estimated, terms and conditions contained in the report by countersigning the report and returning it to the Utility office or, applicant may, within fifteen days of the presentation of the Utility report, request a hearing before the Board regarding the report.
- C. **Performance by Utility.** Upon receiving the applicant's conforming copy of the Utility report, the Utility will endeavor to meet the commitments made in the report. The Utility, Board, or its agent in no case shall be held responsible by the applicant for any costs, loss of revenue or other losses sustained by the applicant should the Utility be unable to meet the commitments established in the utility's report.

4. Regulations

New or additional service shall conform to the following in addition to all other requirements of this chapter:

- A. **Impairment of Customer Services.** The Utility shall not install new or additional services where such services will impair the utility's ability to serve, or reduce the quality of services to, other customers.
- B. **Location of Services.**
 - 1. Services will be installed at the location desired by the applicant when feasible.
 - 2. Service installation will be made only to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof as herein provided.
 - 3. The laying of consumer's pipeline to the curb should not be done until the location of the service connection has been approved by the Manager.
 - 4. Services installed in new subdivisions prior to the construction of streets, or in advance of street improvements, must be accepted by the applicant in the installed location.
- C. **Size of Services.** Services shall be sized for the intended use as required by the UPC. Applicant's requests for oversize services will be granted, providing the oversize will not affect the utility's ability to serve other customers.
- D. **Service Connections.** New or additional service connections shall conform to the following:
 - 1. **Separate Building.** Each building or structure under separate ownership must be provided with a separate service connection. Two or more houses under one ownership and on the same lot or parcel of land may be supplied through the same service connection, provided that for each house under a separate roof which faces a street an additional minimum will be applied to the single meter serving the houses or a separate service connection may be provided for each building. The Utility reserves the right to limit the number of houses, or the area of land under one ownership to be supplied by one service connection.

2. **Single Connection.** Not more than one service connection for domestic or commercial supply shall be installed for one building unless approved by the Board.
 3. **Different Owners.** A service connection shall not be used to supply adjoining property of a different owner, or to supply property of a different owner, or to supply property of the same owner across a street or alley.
 4. **Divided Property.** When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land, which it directly enters.
- E. **Customer's Yard Lines.** The customer shall install a readily accessible valve on his yard water line to permit the customer to shut off water to his premises for maintenance purposes. The customer shall install a readily accessible sewer cleanout on his sewer yard line which is to be located as required by the UPC.
- F. **Compliance with Laws and Regulations.** The applicant will be responsible for obtaining all necessary local state, federal or other required approvals or permits for the intended use of the premises prior to the Utility providing service. In the event the applicant has not provided the Utility with written confirmation of compliance with all applicable laws and regulations at the time the services are installed, the Utility will not set the water meter.
- G. **Utility to Install Services.** Only duly authorized employees or agents of the Utility will be permitted to install a service connection from the utility's mains to the customer's premises, unless otherwise approved by the Utility.
- H. **Customer-installed Service Lines.** In special cases where extension of the Utility's mains, to a point adjacent to the customer's premises is not feasible, in the opinion of the Utility, the customer may lay service pipe, at his own expense, from the point of use to the point where tap can be made directly to the utility's then-existing main. The customer shall be responsible for acquiring and maintaining any required easement for his sewer line and such installation shall be subject to the following:
1. In such cases, the Utility shall be obligated to maintain reasonable pressure and quantity of flow at the point of connection to its main only, and the customer shall assume all responsibility and cost for maintenance, operation and replacement of his service line and the pressure and flow therein.
 2. If additional facilities, including but not limited to a booster pump, should be required in the customer's service line to provide adequate pressure for the customer's service, above the pressure normally delivered by the Utility at the point of connection of the customer's service line to the Utility's main, the customer shall provide, operate, maintain, and replace such facilities at his own expense.
 3. The Utility shall at no time in the future be required to lay additional main beyond the original point of delivery to supply water to the customer, or other supplied through the customer's service.

- I. Application for Service Required. An applicant for new or additional service must complete and comply with the requirements of this section.

5. Tapping Fee (construction)

The Customer shall pay the actual costs to install services, as follows:

- A. Charges. Charges shall include, but not be limited to, the following:
 1. Direct hourly costs for Utility employees required for the planning and installation of services, including location of existing mains, excavation, backfill, installation of lines, setting meters and all other miscellaneous work as required;
 2. All materials used, including pipe fittings, meters, meter boxes, backfill material or other materials required to install the services;
 3. Equipment costs shall be based on the hourly equipment rates approved by the Board, and the number of hours the equipment is used for the service installation;
 4. Street repairs, where required due to the installation of services, will be charged at the cost to the Utility of contracting such repairs: or, if the repairs are done by the Utility, the cost shall be the total labor, equipment and material costs;
 5. Cost to the Utility of special and miscellaneous services required for the installation of the services, to include contractors, consultants or main-line extensions, as provided in this chapter.
- B. Tapping fees will be considered rendered during the billing month in which the service installation is completed. The billing will be processed and subject to the same regulations as billing for regular user charges.

6. Connection Fees

A connection fee shall be determined as follows:

- A. Unit Charges. Any person desiring to connect a new service, or add additional service to an existing service which shall be or is connected to the utility's water and sewer system, whether directly or indirectly connected, shall pay a fee entitling that prospective user to the right to receive water service. An equivalent residential unit is defined in subsection C of this section.
- B. Exemption to Fees.
 1. Premises which are used for the exclusive use of domestic livestock, shall be exempt from the payment of connection fees. Should the premises be converted to a use other than domestic livestock, connection fees shall be due and payable as contained in this chapter.

2. The Board may enter into special agreements, which may reduce, exempt or alter the payment of connection fees as required in this chapter.

3. Private or public fire protection systems.

C. **Equivalent Residential Unit Defined.** The equivalent residential unit (ERU) is a measure used to determine estimated water and sewer capacities required by premises. The basic unit for determining capacities is a single-family residence assumed to contain fifteen water fixture units as per the Uniform Plumbing Code. The following table estimates the average capacities required for other common uses expressed as a rating to an equivalent number of single-family residential units. The Utility reserves the right to modify ERU equivalents based on actual capacities required or used.

Table of Equivalent Residential Units

Unit Type	Units Charged
Single-family house	1 unit
Multi-family dwelling	1 unit/dwelling unit
Apartments (1 br. Or more efficiency)	1 unit/apartment unit .75
Mobile homes or recreational vehicles:	
22 ft. or less	.3 unit/RV
over 22 ft. - under 40 ft.	.75 unit/RV
over 40 ft.	1 unit/RV
Motel-sleeping room	.75 unit/room
Garage	1 unit
Service Station	2 units
Car Wash	1.5 units/stall
Laundromat	1 unit/washer
Tavern or bar	2 units
Restaurant *	.3 units/restroom
Barber/Beauty shops	.3 units/chair
Medical and dental clinics	.4 units/1,000 ft. floor space
Retail establishments	.2 units/1,000 ft. floor space
Office building, retail grocery	.4 units/1,000 ft. floor space
Public agencies	.6 units/1,000 ft. floor space
Church agencies	.2 units/1,000 ft. floor space
School facilities	3.5 units/100 pupil capacity

- PLUS 1 2/3 unit for first twenty seats, plus .3 units for each additional twenty seats or fraction thereof.

- D. Calculation of Connection Fees. The basis for determining the amount of connection fees shall be the new or additional number of ERU's times the water and/or sewer fee per ERU. The Utility shall use the table of equivalent residential units to calculate the number of new or additional ERU's, or, in the instance a use is not listed on the table, shall determine the total fixture units required for water and/or sewer service as per the Uniform Plumbing Code and determine the new or additional ERU's for the premises by dividing the total fixture units by fifteen. Should, in the opinion of the Utility, the landscaping of a premises impact the water system, the Utility may calculate ERU's for the landscaping, which shall be added to the ERU's for the water service. For most uses, the water and sewer ERU will be the same, except in the use of water for landscaping or other special uses not requiring the discharge of water used into the sewage system. Fees shall be calculated as follows:
1. Additional Services. The additional calculated ERU's shall be added to the ERU's allocated to the place in service. Should the new total ERU's be less than 1.0 no connection fee will be due, provided that for any service installed after the ERU's for which connection fees were paid is more than the new total of ERU's. When the new total of ERU's is more than 1.0 and exceeds the ERU's allocated to the premises, or for services installed after December 1, 1998, the new total ERU's greater than the number of ERU's for which connection fees were previously paid, connection fees shall be paid for additional ERU's.
 2. New Services. When the calculated number of ERU's for a new service is less than 1.0, the applicant will be required to pay connection fees for 1.0 ERU.
- E. Payment of Fees. Connection fees for new services shall be paid in full prior to the Utility installing the services. Connection fees for additional services to existing services shall be paid in full prior to the use of the additional services.
- F. Violations. Any dwelling, structure or premises connected to the utility's water/sewer system in violation of this section shall pay connection fees that were in effect at the time the violation occurred.
- G. Use of Fees. Water and sewer connection fees are to be used solely for the purpose of increasing the capacities of the utility's water and sewer systems. Any other use must be approved by resolution of the Board. Connection fees shall be deposited into an interest-bearing account, and any interest earned shall remain in the account and be used for the same purposes as the connection fees.

7. Main-line Extensions

When, in the opinion of the Utility as provided in the report to an applicant for new/additional service, main-line extensions and/or replacements are necessary to provide service to the customer, the main-line extensions and/or replacements shall conform to the following:

- A. **Utility to Retain Ownership.** Any facilities installed pursuant to this section become the property of the Utility upon inspection, approval and acceptance by the Utility, which shall then be responsible for maintenance, and repair of the facilities.
- B. **Line Sizes.** The Utility shall determine the minimum size of lines required to adequately service the applicant, including fire protection. Should the Utility require the line sizes be increased beyond what is required to service the applicant, the Utility will bear the added cost for materials and installation of the increased line size.
- C. **Specifications.** The Utility reserves the right to specify the type of materials and equipment to be used in addition to the installation methods, equipment and testing.
- D. **Additional Facilities.** Where an analysis of the system shows that existing portions of the system are not capable of providing adequate flow or storage, the applicant may be required to correct the deficiencies as part of the main line extension.
- E. **Public Right-of-Way.** Wherever possible, the lines shall be located in public rights-of-way and as directed by the Utility. Where it is not possible to locate the line in a public right-of-way, the applicant shall provide all necessary easements for the proper operation and maintenance of the line. The location and dimensions of such easements shall be as determined by the Utility.
- F. **Dead End Lines.** No dead-end lines shall be permitted, except at the discretion of the Manager. In cases where circulation lines are necessary, they shall be designed and installed as a part of the cost of the extension.
- G. **Cost of Installing.** The Utility may install main-line extensions and/or replacements and associated appurtenances, and the cost of such installations will be determined using the cost components of "tapping fee charges." In the event the Utility cannot install the facilities to meet the applicant's requirements, the Utility may contract the installation of the facilities. The cost of the installation shall include the contract cost plus the utility's costs.
- H. **Extensions by Applicant.** The Utility may allow the applicant to install main-line extensions providing:
 - 1. The Utility may require engineered plans and specifications which cost shall be borne by the applicant.
 - 2. Installation will be done by personnel approved by the Utility.
 - 3. The applicant may be required to post bonds, cash, or other security, with Utility to guarantee satisfactory completion of the installation in accordance with approved plans and specifications.
 - 4. The applicant will pay to the Utility the costs of inspections or testing required to ensure compliance with approved plans and specifications.
 - 5. Applicant will provide Utility with an itemized cost for installing the lines.

- I. **Payment.** Prior to the installation of lines and facilities by the Utility or its contractor, the applicant shall deposit with the Utility the estimated cost of such installations. Upon completion of the installation, the Utility will prepare a report of the actual cost of installation and either bill the applicant for any balance due, or refund any amounts due.
- J. **Reimbursements.** Where the cost of main-line extension has been paid by the property owner as provided in this section, the Utility shall thereafter, but for not longer than five years after the date the extension is originally connected to the utility's system, collect from any user connecting to such extension that fraction of the cost of such extension as approved by the Utility as the number of front feet held by the user bears to the total number of front feet which may be served by such extension as determined by the Utility at the time such extension is connected to the utility's system. Such sums thus actually received by the Utility shall be paid by the Utility only to owner originally installing such extension. The Utility shall in no way be obligated to assure that the property owner making such extension is paid the total cost thereof: nor to initiate any action or incur any expense to collect any sum to be paid to the property owner, nor shall such refund be from any revenues derived from the sale of water or sewer service. Where different owners contribute to the making of the extension, such sums shall be refunded to such owners pro rata according to the amounts, which they severally contributed toward the extension and pursuant to the preceding plan. In no case shall the owner be paid more than the original cost of the extension.
- K. **Special Reimbursements.** Where special conditions exist in the opinion of the Utility which justify reimbursement to the person paying the cost of a main extension which justify reimbursement on any basis other than provided in this section, the Board may authorize a special reimbursement contract by the Utility and the person constructing the main extension. The special reimbursement agreement shall be made and entered into prior to acceptance of the work and main line extension by the Utility.

8. Temporary Service

The Utility will, if no undue hardship to its customers will result, furnish temporary water and/or sewer service for a period not to exceed six months by the following means, subject to the conditions listed:

- A. **Fire Hydrants.** Any use of a fire hydrant for a temporary water service shall be metered. The customer may supply his own meter setup, which shall be approved by the Utility, or the customer may use the utility's meter at a cost of one dollar per day, with a minimum charge of ten dollars. The customer shall use a fire hydrant, which shall be designated by the Utility, and shall not use any other hydrant without prior approval of the Utility. Use of the hydrant by the fire department for emergency purposes shall take precedence over use of the hydrant by the customer. The customer shall operate the hydrant and meter setup at the times and in a manner directed by the Utility. Any damage to the hydrant or utility's meter setup due to the fault or negligence of the customer shall be paid for by the customer. Rates and charges for metered water used shall be according to the rates contained in this chapter. Utility may require sufficient deposit, in addition to the estimated water billing, to include the cost of loaned tools or equipment.
- B. **Fill Stands.** Utility has metered water fill stands available. Customers shall operate the fill stands available. Customers shall operate the fill stands in the manner and at the times prescribed by the

Utility. Rates and charges for metered water usage shall be according to the rates contained in this chapter. The customer shall be responsible for the cost of any damages to the utility's equipment or facilities due to his fault or negligence. The Utility may require sufficient deposit, in addition to the estimated water billing, to include the cost of loaned tools or equipment.

- C. **Service Connections.** The Utility will install temporary metered water and/or sewer services providing the customer pays in advance to the Utility the estimated cost of installing and, if deemed necessary by the Utility, the cost of removing the temporary services. The payment of tap fees contained in this chapter will not be required unless the temporary service is converted to a permanent service.

Upon discontinuance of service, the actual cost shall be determined, and an adjustment made as an additional charge, refund, or credit.

The Customer shall operate the temporary service in accordance with the instructions of the Utility. The rates and charges for metered water and/or sewer service shall be at the rates contained in this chapter.

- D. **Compliance with Chapter.** All customers requesting or utilizing a temporary service shall comply with all other provisions of this chapter.
- E. **Application for New/Additional Services Required.** Persons desiring temporary services will be required to complete an application for new or additional services.

Article IV. Water Rates and Regulations

1. Rates and Charges

The schedule of rates and charges for the water facilities and services furnished by the Utility are based upon the costs of financing, constructing, operating, maintaining, repairing, and replacing the system are as follows:

- A. **Service Charge.** There shall be a monthly service charge assessed to each metered service based upon the size of the meter. The following rates are established:

Line Size	Monthly Charge
Residential - 3/4 inch, all uses	\$ 4.75
Commercial - 1 inch, all uses	\$ 5.75
Commercial - 1 1/2 inch, all uses	\$ 12.75
Commercial - 2 inch, all uses	\$ 18.75
Commercial - 3 inch, all uses	\$ 32.75
Commercial - 4 inch, all uses	\$ 48.75
Commercial - 6 inch, all uses	\$ 92.75
Commercial - 8 inch, all uses	\$ 145.75

Commercial - 10 inch, all uses	\$ 207.75
Commercial - 12 inch, all uses	\$ 303.75

B. Metered Water Rates. The following rates for metered water service rendered by or through the Utility are established:

1. Residential: Minimum Charge is \$ 27.50 dollars, up to 12,000 gallons used, per billing period.
 \$ 1.50 per each additional 1,000 gallons used from 13,000 to 25,000 gallons.
 \$ 1.75 per each additional 1,000 gallons used from 26,000 to 40,000 gallons.
 \$ 2.00 per each additional 1,000 gallons used from 41,000 and up.
2. Non-profit Commercial: Minimum charge is \$ 3.00, per 1,000 gallons used, per billing period.
 Profit Commercial: Minimum charge is \$ 4.00, per 1,000 gallons used, per billing period.
3. Vacant Lots: Minimum \$2.00 per billing period.

2. Surcharge

The Board shall have the authority to establish an additional surcharge rate not to exceed \$2.00. The Board, by resolution, may establish the surcharge rate for the repayment of construction loans, new construction or equipment. Prior to the effective date of such surcharge, the Board shall publish the amount, indicate the purpose of such surcharge and the estimated duration of such charge. Prior to the effective date, ample opportunity for public hearing on the matter shall be allowed. The surcharge amount increase shall be applied exclusively to the stated purpose, and the rate shall be applied to the metered water used from the Utility system.

3. Regulations

Service under this chapter shall be subject to the utility's rules and regulations governing water service, as follows:

- A. Connection Required. The Board has determined that it is necessary for the protection of the public health that owners of improved property within the limits of the town be required to connect their commercial and residential establishments to the water system, provided that such establishment is within four hundred feet of the nearest water main and is capable of being served by the Utility's water system.

In the event any owner of improved property fails or refuses to make such a connection after being so requested by the Utility, the Utility may take such lawful action as necessary to effect such connection.

- B. **Water Used.** The customer shall be responsible for and shall be billed for all water used as indicated by his meter reading. Billings shall only be adjusted for meter error as provided in this chapter, or for leakage in the Utility's meter and/or service connection, which has passed through the customer's meter.
- C. **Water Meters.** All services shall be metered. Meters will be installed in the street or ten-foot easements, and shall be owned by the Utility and installed and removed as provided in this chapter. No rent or other charge will be paid by the Utility for a meter or other facilities, including connections. All meters will be sealed by the Utility at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.
- D. **Customer's Responsibility.** All facilities installed by the Utility on private property for the purpose of providing water service shall remain the property of the Utility, and may be maintained, repaired, or replaced for the Utility without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining the facilities on private property.
- E. **Right of Access.** The Utility or its duly authorized agents shall have, at all reasonable times, the right to ingress and egress over the consumer's premises for any purpose properly connected with the service of water to the consumer. It is unlawful for any person to prevent or attempt to prevent any such entrance or obstruction to interfere with any such agent or employee while so engaged.
- F. **Utility's Equipment.** No person, other than authorized Utility personnel, shall open, close, operate, tamper with, tap, or connect into any Utility valve or any mains, pipes, laterals, hydrants, or other valves or pipes owned or controlled by the Utility or used by the Utility in connection with the Utility water system unless authorized by the Utility Manager.
- G. **Customer's Liability.** The Utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or his authorized representative in installing, maintaining, operating or using any appliances, facilities, or equipment for which water service is supplied. The customer will be held responsible for damage to the utility's facilities and other property resulting from the use and operation of appliances and facilities on the customer's premises, including damage caused by steam, hot water, chemicals, etc.
- H. **Service Connection.** Every service connection installed by the Utility shall be equipped with a curb cock or wheel valve on the inlet side of the meter. Such valve or curb cock is intended for the exclusive use of the Utility in controlling the water supply through the service connection pipe. If the curb cock or wheel valve is damaged by the customer's use to an extent requiring replacement, then such replacement shall be at the customer's expense.
- I. **Leaking Pipes and Fixtures.** When turning on the water supply as requested when the house or property is vacant, the Utility will endeavor to ascertain if water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the curb stop. The utility's jurisdiction and responsibility end at the property line, and the Utility will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

- J. **Interruption in Service.** The Utility shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the Utility.
- K. **Large Quantities of Water.** When an abnormally large quantity of water is desired for any purpose, arrangements must be made with the Utility prior to taking the water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the utility's facilities and other customers are not inconvenienced thereby. The applicant may be required by the Utility to provide in all or part at his own expense the sources of water therefor.
- L. **Resale of Water.** Except by special agreement with the Utility, no customer shall resell any water received from the Utility, nor shall such water be delivered to premises other than those specified in the customer's application for service.
- M. **Watering Schedule.** The Board may by resolution establish a lawn and garden watering schedule, setting out the days, times and areas permissible to water.
- N. **Waste of Water.** It is unlawful for anyone to waste water. For the purposes of this section, "waste" means the excessive irrigation or sprinkling from public mains of lawn, gardens, trees, grass, shrubbery, or vegetation, which causes water to run into any street, alley, or sidewalk. Nothing in this section shall be construed to apply to the accidental breaking of any hose, water pipe, or other irrigation device, unless it is not abated within two hours after personal notice of such break is given to the person owning, controlling, or maintaining the same or having any pecuniary interest therein. If such breaks are not repaired, or the water turned off within two hours of notice, it shall be the duty of the Utility to shut off the water; it is unlawful for any person to again turn on the water until proper repairs have been made. The water shall be turned back on only by the Utility.
- O. **Customer's Control Valve.** The customer shall provide a valve on his side of the service installation as close to the meter location as practicable to control the flow of water to the piping on his premises. The customer shall not use the service curb stop to turn water on and off for his convenience. Services in place as of the effective date of the ordinance codified in this chapter shall not be required to install a valve unless the customer replaces his yard line, or required maintenance on his yard line will allow installation of the required valve. The Utility, when replacing or maintaining service lines, may install the required valve and bill the customer.
- P. **Cross-connections and Backflow Devices.** The customer must comply with local state, and federal laws governing the separation of dual water systems or installations of backflow protective devices to protect the public water supply from the danger of cross-connections. Backflow protective devices must be installed as near the service line as possible and shall be open to test and inspection by the Utility. Plans for installation of backflow protective devices must be approved by the Utility prior to installation.
- Q. **Backflow Device-Discontinued Service.** The service of water to any premises may be immediately discontinued by the Utility if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

- R. Relief Valves. As a protection to the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by him, at his expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.
- S. Ground Wires. All individuals or business organizations are forbidden to attach any ground wire to any plumbing, which is or may be connected to a service connection or main belonging to the Utility. The Utility will hold the customer liable for any damage to its property occasioned by such ground wire attachments.
- T. Moving Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the utility's property will be moved at its expense. If the lateral distance, which the customer desires to have the meter moved, exceeds eight feet, he will be required to pay for new service at the desired location.
- U. Service Calls. The Utility will not be responsible for the installation and maintenance of the water lines beyond the end of the utility's service connection or meter. Service calls for water service problems which are the customer's responsibility on holidays or after normal business hours shall be a minimum twenty five dollars up to and including the actual cost of labor, equipment and repairs incurred by the Utility per visit. Service calls during regular business hours shall be billed as provided in this chapter.

4. Public Fire Protection

The Utility shall maintain and control all public fire hydrants, service lines, valves, mains, and other associated equipment according to the following:

- A. Required. When public fire protection is required in the opinion of the Utility or other responsible agency, as a result of developments on premises, the owner of the premises shall be responsible for the cost of installing the public fire protection.
- B. Installation. Public fire protection service will be installed according to the requirements of the Utility or other responsible agency, and shall be installed by the Utility or other responsible person acceptable to the Utility.
- C. Moving Fire Hydrants. When a fire hydrant has been installed in the location specified by the proper authority, the Utility has fulfilled its obligation. If a property owner or other party desires a change in the size, type, or location of the hydrant, he shall bear all costs of such changes, without refund. The proper authority must approve any change in the location of a fire hydrant.
- D. Use of Fire Hydrants. Fire hydrants are for use by the Utility or by organized fire protection agencies pursuant to contract with the Utility. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the Utility prior to use, and shall operate the hydrant in accordance with instructions issued by the Utility. Unauthorized use of hydrants will be prosecuted according to law.

5. Private Fire Protection

The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the customer's premises, including the cost of a detector or other suitable and equivalent device, valve, and meter box, such installation to become the property of the Utility, and operate the system according to the following:

- A. **Connections.** There shall be no connections between his fire protection system and any other water distribution system on the premises unless approved by the Board.
- B. **Water Used.** There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.
- C. **Check Valves.** The Utility reserves the right to install on all fire service connections a check valve of a type approved by the National Board of Fire Underwriters, and to equip the same with a bypass meter at the expense of the owner of the property.
- D. **Fire Service Tanks.** Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the Utility in advance and an approved means of measurement is available. The regular water rates will be applied.
- E. **Utility Liability.** The Utility assumes no responsibility for loss or damage due to lack of water or pressure, either high or lows, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.
- F. **Meters.** The Utility may require private fire protection systems to be metered. If the Utility does not require a meter, and if water is used through a fire service connection for any purpose other than extinguishing fires, it shall have the right to place a meter on the fire service connection and at the owner's expense or shut off the entire water supply to such premises.
- G. **Charges.** The Board may establish monthly and/or usage charges for private fire protection systems. If the Board does not establish usage charges in the cases where private fire protection systems are metered, there shall be no charge for water used to extinguish fires or test the systems.
- H. **Violation.** If water is used from a private fire service in violation of an agreement or of these regulations, the Utility may, at its option, discontinue and remove the service.

Article V. Sewer Rates and Regulations

1. Rates and Charges

The following schedule of rates for the sanitary sewer facilities and services furnished by, through or for the use of the utility's sewage system, which rates are found and declared to be reasonable and just, taking into account and consideration the cost and value of the system and the cost of maintaining and operating the system, and the proper and necessary allowances for the depreciation thereof and the amount necessary for the retirement of debt bonds from revenues of the system, is established:

A. Monthly Charges.

Flat Rate Sewer - Residential: \$ 17.75 per month

Commercial: \$ 23.75 per month

Vacant Lots: \$ 2.00 per month

Septic dumping - \$0.25 per gallon

2. Surcharge

The Board shall have the authority to establish an additional surcharge rate not to exceed \$2.00, which shall be added to the charged per gallon of metered water and the minimum and maximum charge per ERU. The Board, by resolution, shall establish additional surcharge rates for the repayment of construction loans, new construction or equipment. Prior to the effective date of such surcharge, the Board shall publish the amount, indicate the purpose of such surcharge and the estimated duration of such charge. Prior to the effective date, ample opportunity for public hearing on the matter shall be allowed. The surcharge amount increase shall be applied exclusively to the stated purpose.

3. Regulations

- A. Connection Required. The Board has determined that it is necessary for the protection of the public health that owners of improved property within the limits of the town be required to connect their commercial and residential establishments to the sewer system and to cease to use all other methods of sewage disposal, provided that such establishment is within four hundred feet of the nearest sewer main and is capable of being served by the Utility's sewer system.

In the event any owner of improved property fails or refuses to make such a connection upon being requested by the Utility, the Utility may take such lawful action as necessary to effect such connection.

In the event the utility's sewer system is expanded so that a sewer main is established within four hundred feet of a previously improved parcel of property which has in use some alternate method of sewage disposal, then the owner shall not be required to connect to the Utility's sewer system until the owner's alternate method of sewage disposal requires substantial repair, or the owner desires to expand sewage treatment capacity, at which time this subsection shall be complied with fully.

- B. Service Initiated/Discontinued. Sewer Service, where provided, will be normally considered initiated or discontinued when water service to the premises is turned on or turned off and shall be billed accordingly. If, in the opinion of the Manager, unusual circumstances warrant continued billing for sewer service, partial billing or no billing, the customer shall be so notified.
- C. Determination of Character of Effluent. Before any matter of any nature may be discharged into the sewer system which discharge might reasonably be considered a violation of this chapter, the controlling characteristics of such matter shall be determined to the satisfaction of the Manager. The responsibility of initiating such determination, of any costs involved, and of submitting the results and

the decision as to whether or not the effluent discharge shall be allowed, shall be the responsibility of the Manager.

The fact that any matter has been discharged into the sewer system prior to the passage of the ordinance codified in this chapter, or subsequent thereto but without any objection from the Manager, does not constitute a valid right to so discharge such matter. If, upon discovery by the Manager at any time that any matter being discharged into the sewer does not conform to the requirements of this chapter, the Manager may immediately stop the discharge of such matter into the sewer system if necessary, by discontinuing water service to the premises.

- D. **Right to Access.** Employees or agents of the Utility may enter upon any premises at all reasonable times for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter. It is unlawful for any person to prevent or attempt to prevent any such entrance or obstruction or interfere with any such agent or employee while so engaged.
- E. **Interconnections.** There shall be no physical connection between a public or private potable water supply system and a sewer, or appurtenances thereto, which would permit the passage of any sewage or polluted water into the potable supply.
- F. **Separation of Water/Sewer Facilities.** While no general statement can be made to cover all conditions, the sewers shall meet the requirements of the approving authority, i.e., health department, with respect to minimum distances from public water sources or other water supply structures.
- G. **Improper Use of Sewers.** The Utility reserves the right to inspect an existing lateral or collecting sewer that discharges effluent directly or indirectly to trunk sewers. If it is found that such lateral or collecting sewers are improperly used or improperly maintained, thereby causing discharge of septic wastewater, excessive groundwater, debris or any other objectionable substance to the Utility sewers, the Utility will give notice of the unsatisfactory condition to the offending discharger and shall direct the condition be corrected

In Cases of continued noncompliance with the Utility directive, the Utility may disconnect the offending sewer from the Utility sewerage system and/or discontinue water service to the premises.

- H. **Excessive Sewer Maintenance.** No person shall discharge or cause to be discharged to a trunk sewer, either directly or indirectly, any waste that creates a stoppage, plugging, breakage, any reduction in sewer capacity or any other damage to sewer facilities of the Utility. Any excessive sewer maintenance expenses or other expenses attributable thereto will be charged to the offending discharger by the Utility. Any refusal to pay excessive maintenance expense duly authorized by the Utility shall constitute a violation of this chapter.
- I. **Sand and Oil Interceptors Required.** All businesses with petroleum product discharge shall install an approved sand and oil interceptor in accordance with the Uniform Plumbing Code.
- J. **Grease Interceptors Required.** All businesses dealing in food preparation of any kind shall install an approved grease interceptor in accordance with the Uniform Plumbing Code and/or requirements of the Nevada Department of Health.

- K. Garbage Disposals Prohibited. The use of garbage disposals in retail and wholesale produce enterprises, including grocery stores, is prohibited for disposal of produce waste.
- L. Matter Excluded from Sewer System. Unless specifically permitted in writing by the Utility, sewage, waste, or any matter having any of the following characteristics shall not be discharged into, placed where they might find their way into, or be allowed to run, leak, or escape into any part of the sewer system:
1. Ashes, cinders, sand, earth, coal, rubbish, or any matter which is chemically or physically stable for at least five days at twenty degrees centigrade, or which would form a deposit or obstruction or damage or reduce the capacity of the sewer into which it was placed;
 2. Inflammable explosive or poisonous liquids, gases or solids, or any matter which, after entrance into a sewer, might reasonably be expected to form in any way such flammable, explosive or poisonous liquids, gases, or solids;
 3. Liquid matter of any nature containing suspended solids in excess of one thousand parts per million;
 4. Matter of any nature containing a five-day biochemical oxygen demand in excess of three hundred parts per million;
 5. Animal or vegetable greases, oils or matter containing animal or vegetable greases, or oil of any nature in excess of three hundred parts per million;
 6. Liquid matter with a hydrogen ion (pH) concentration below five and five-tenths or above nine and zero-tenths, measured at the point where discharge enters the sewer main;
 7. Any matter that would be poisonous to or inhibit the biologic organisms associated with any sewage treatment process, and which in the opinion of the Manager might interfere with the satisfactory operation of any treatment facility or any portion of the sewer system;
 8. Rainwater, storm water, groundwater, street drainage, water from yard fountains, ponds, swimming pools, (except for filter backwash water), or lawn sprays or any other uncontaminated water into any sewage facility which directly or indirectly discharges to a sewer owned by the Utility system;
 9. The contents of any septic tank, cesspool or chemical toilet; unless authorized by Manager;
 10. Industrial wastes.
- M. Matter Excluded from Storm Sewers. All matters excluded from the utility's sewer system shall be excluded from storm sewers with the exception of surface drainage water.

- N. **Customer's Liability.** The Utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which sewer service is supplied. The customer will be held responsible for damage to the utility's facilities and other property resulting from the use and operation of appliances and facilities on the customer's premises, including the discharge of prohibited matter or the use of the utility's sewer system contrary to the provisions of this chapter.
- O. **Customer's Responsibility.** All facilities installed by the Utility on private property for the purpose of rendering sewer service shall remain the property of the Utility and may be maintained, repaired or replaced by the Utility without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining the facilities on private property.
- P. **Utility's Liability.** The Utility shall not be held liable for damages or inconveniences caused by sewage backups into the customer's premises as a result of blockages in the utility's lines for reasons beyond the control of the Utility. The Utility, when responsible, shall respond in a timely manner when notified of sewage backups into a premises, and shall remove the blockages as expeditiously as manpower and equipment availability permit. Only in instances of negligence in the performance of its responsibilities of maintenance, response, or removal of a blockage may the Utility be held responsible for damages caused by a sewage backup into a customer's premises.
- Q. **Utility's Responsibility.** The utility's responsibility for maintenance of sewer lines ends at the customer's property line, or at the point of connection of the customer's line to a sewer main crossing private property. A customer shall notify the Utility should he have reason to believe a sewage blockage exists or is imminent in the utility's lines. The Utility shall investigate the problem and shall make one or more of the following determinations:
1. No blockage exists or is imminent in the utility's lines;
 2. A blockage may exist or is imminent in the utility's lines and removal is the utility's responsibility;
 3. A blockage may exist or is imminent in the customer's line and removal is the responsibility of the customer.

Should the Utility make determination 1 of this subsection and a sewage backup occurs in the customer's premises, and it is determined the backup was a result of a blockage in the utility's line, the Utility shall be negligent and responsible for reasonable damages and costs as a result of the backup.

Should the Utility make determination 2 of this subsection and the blockage was the customer's responsibility, the Utility shall charge the customer the reasonable cost for removing the blockage.

Should the Utility make determination 3 of this subsection and the customer removes the blockage and the blockage was the utility's responsibility, the Utility shall reimburse the customer the reasonable cost for removing the blockage.

Should a customer remove a blockage prior to having contacted the Utility, and it is determined the blockage was the utility's responsibility, the Utility shall be responsible only to reimburse the customer one-half of the reasonable cost to remove the blockage.

- R. Change in Location. Sewer lines, manholes, cleanouts, or other facilities or equipment of the utility's sewer system located on private property will be moved, when feasible, at the request and expense of the property owner.

Article VI. Billings and Payments

1. Rendering of bills

Billings of the Utility shall be prepared and rendered to the customer according to the following:

- A. Billing Period. The regular billing period will be monthly, with the date of presentation normally being the first business day following the end of the billing month.
- B. Metered Billings. Meters will be read as nearly as possible on the same day of each month. Separate bills will be rendered for each metered service. Bills for metered service will show at least the reading of the meter at the end of the period for which the bill was rendered, and the date of the current meter reading, subject to the exceptions set out in this section.
- C. Estimated Billings. If for reasons beyond its control, the Utility is unable to read the customer's meter on the scheduled reading date, the Utility may bill the customer for estimated consumption during the billing period, subject to adjustment at the time the meter is next read.

Water bills will be estimated if one or more of the following conditions exist:

- 1. Severe weather;
 - 2. Deposits of heavy snow or ice;
 - 3. Vicious dog;
 - 4. Some unusual circumstance which makes it impossible to read the meter, such as a vehicle, parked over the meter box.
- D. Responsibility without Application. A person taking possession of premises and using the water from an active service shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water 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.
 - E. Discontinuance of Service. Customers desiring to discontinue service should so notify the utility's business office at least one business day prior to vacating the premises. Unless discontinuance of service is ordered, the customer shall be liable for charges, whether or not the water is used.

- F. Flat-rate Billings. Service designated by this chapter as flat rate shall be considered as provided for the calendar days of the billing month.
- G. Other Billings. Other charges, which are not required as advance payment by this chapter, shall be considered as provided at the date when the service or material has been rendered or delivered during the billing month.
- H. Proration of Bills. The charges applicable to opening and closing bills rendered for periods of less than twenty-one days for the billing month will be computed as follows:
 - 1. Metered billings shall not be prorated.
 - 2. Flat-rate billing shall be prorated on the basis of the ratio of the number of days in the billing period, (less than twenty-one), to the average billing period, which shall be thirty days. The computed ratio shall then be applied to the amount of the flat-rate billing.

2. Payment of Billings

Bills for service are due and payable upon presentation. Payment may be made through the mails or presented in person to the utility's business office. Payment of billings shall be subject to the following:

- A. Liability for Payment. Failure to receive bill does not relieve the customer of liability. Any amount due shall be deemed a debt to the Utility. Any person, firm, or corporation failing, neglecting, or refusing to pay such indebtedness shall be liable to action as provided in this chapter.
- B. Closing Bills. Upon request for discontinuance of service, the Utility may require the customer to pay an estimated billing if, in the opinion of the Utility, the customer has no or insufficient deposit to pay the closing bill.
- C. Delinquency and Penalties. Billings which are not paid on the first work day after seventeen days of their presentations shall be considered delinquent. A billing shall be considered to be paid when the total amount due is received at the business office of the Utility. Delinquent billings shall be subject to a penalty of ten percent of the amount thereof: which shall be added to the billing. With approval of the Board, the Utility may waive penalties for governmental agencies whose normal disbursement procedures result in delinquent payments.
- D. Bad Checks. Checks returned for insufficient funds or other reasons for which the check is not negotiable shall deem the billings for which the check was made as being unpaid and subject to the provisions for unpaid billings as contained herein. In addition, the Utility may require cash, money order, bank check or other guaranteed negotiable instrument for the payment of such billings. With the approval of the Board, the Utility may require repeat offenders to pay all billings with a guaranteed negotiable instrument.
- E. Collection of Unpaid Billings. The Utility may utilize any or all of the following to collect unpaid billings, rates, charges, penalties, and costs:
 - 1. Discontinuance of service, as provided in this chapter;

2. Until paid, all rates or charges shall constitute a perpetual lien on and against the property served, and such perpetual lien shall be prior and superior to all liens, claims and titles, other than those priorities established by law. Such lien may be foreclosed in the same manner as provided by the laws of the state for the foreclosure of mechanic's liens. Before any such lien is foreclosed, the Board shall hold a hearing thereon, after notice thereof by publication and by registered or certified first-class mail postage prepaid, addressed to the last known owner, at his last known address, according to the records of the Utility and the real property assessment roll for the town.
3. All unpaid rates and charges and penalties provided in this chapter may be assigned to a collection agency for collection after 30 days of non-payment.
4. All unpaid rates and charges and penalties provided in this chapter may be collected by suit. The defendant shall pay all costs of suit in any judgement rendered in favor of the Utility.

3. Disputed and Adjustments to Billings

A. Disputed Billings. In case of a dispute between a customer and the Utility as to the correct amount of any bill rendered by the Utility for service furnished to the customer, the customer shall:

1. File a written protest with the Utility office setting forth his objections within fifteen days of presentation of the bill being protested;
2. Deposit with the Utility the amount of the protested bill. Failure to make such deposit shall not serve to extend the time for payment of the bill;
3. Upon receipt of such protest, the Utility shall within five days, make a determination in writing as to the correctness of the bill. Should the protested billing involve alleged meter error, the Utility shall follow the procedure for meter tests and adjustment of bills for meter errors as provided in this chapter.
4. If the protestant is dissatisfied with the Utility's decision, he may appeal to the Board, provided such appeal is filed within ten days of presentation of the utility's decision.

B. Meter Tests. A customer may request, in writing, the Utility to test the water meter serving his property. Any deposits required for the meter test shall comply with the following:

1. No charge will be made for such a test, except where a customer requests a test within six months after installation of the meter, or more often than once a year, in which case he will be required to deposit with the Utility the following amount to cover the cost of the test:

Size of Meter	Amount of Deposit
One inch or smaller	\$20.00
Larger than one inch, up to	

and including two inches	\$25.00
Larger than two inches	\$50.00

2. The Utility shall schedule the meter test within seven days of receiving the customer's request. A customer shall have the right to require the Utility to conduct the test in his presence or in the presence of his representative. The Utility shall give notice to the customer at least three days in advance of the time and place of the meter test. Where the Utility has no proper meter testing facilities available locally, with the consent of the customer, the meter may be tested by an outside meter manufacturer or its agency, or by any other reliable organization equipped for water meter testing, or by the Utility's meter testing plant where located in some other community. In the latter case, the customer may demand a duly notarized statement certifying as to the method used in making the test and the accuracy thereof.
3. A report showing the results of the test will be furnished to the customer within five days after completion of the test.
4. The required deposit will be returned to the customer if the meter is found to register more than two percent fast. If the meter is found to register not more than two percent fast, the Utility will retain the deposit to defray the costs of the meter test. Based on the results of the meter test, the adjustment of billings may be necessary, as provided in this section.

C. Adjustment of Bills for Meter Error. Adjustments of bills for meter error shall be according to the following:

1. Fast Meters. When, upon test, any meter is found to be registering more than two percent fast, the Utility will refund to the customer the amount of the overcharge based on corrected meter readings for the period the meter was in use at the customer's premises, but not to exceed the preceding six months, whichever is shorter.
2. Slow Meters. When, upon test, a meter is found to be registering more than five percent slow, the Utility may bill the customer for the amount of the undercharge based on corrected meter readings for the period the meter was in use at the customer's premises, not to exceed the preceding three months, whichever is shorter.
3. Non-registering Meters. When, upon test, a meter is found to be non-registering, the Utility may bill the customer for water consumed which the meter was non-registering for a period not exceeding three months at an estimate of the consumption based upon the customer's prior use during the same season of the year or upon another customer of the same class.
4. In all cases, when it is found that the error in a meter is due to some cause the date of which can be established, the overcharge or undercharge will be computed back to, but not beyond, such date.

- D. **Adjustments of Bills for Leaks.** An adjustment of bills for leaks in the utility's equipment which have registered on the customer's meter shall be made according to the following:
1. The amount of leakage shall be determined by establishing the duration of the leak and the customer's normal usage during the period of the leak, but only for a period not exceeding six months. The customer's normal usage (minimum one thousand gallons per month) may be established from historical records or from a period of usage after the leak is repaired. The difference of water metered during the period of the leak and the customer's normal usage shall be the amount of water subject to adjustment.
 2. The amount of adjustment shall be the rate effective for the customer multiplied by the amount of leakage. It shall be at the utility's discretion to refund the amount of the adjustment to the customer in cash or to apply the amount of the adjustment to the customer's future billings.
 3. In no case shall adjustments for leaks be given for leaks in customers' lines, equipment or facilities, or leaks caused by the customer's use of the utility's equipment.

Article VII. Discontinuance and Restoration of Service

1. Discontinuance at Customer's Request

Upon request from the customer, service to a premises shall be discontinued, as follows:

- A. **Termination Service.** A customer may have service discontinued by giving not less than one business day's advance notice thereof to the office of the Utility. Charges for service may be required to be paid until the requested date of discontinuance, or such later date as will provide not less than the required one business day's advance notice. When such notice is not given, the customer will be required to pay for service until one business day after the Utility has knowledge that the customer has vacated the premises or otherwise has discontinued water service.
- B. **Emergencies.** When an emergency discontinuance is requested by the customer for such reasons as leaks, burst pipes, etc., the Utility will make every effort to shut off the service as quickly as possible. In emergency situations charges will not be made for one visit to shut off the service and one visit to restore the service, during regular business hours. Each return visit to the customer's premises during regular business hours, however, will require the payment of fifteen-dollars per visit. All visits after regular business hours will be billed a minimum twenty five dollars up to and including the actual cost of labor, equipment and repairs incurred by the Utility per such visit.

2. Discontinuance by Utility

The Utility may discontinue service to any customer according to the following:

- A. **Nonpayment of Bill** A customer's service may be discontinued for nonpayment of a bill from a previous or present service location for service furnished if the bill is not paid within eighteen days

after presentation, provided the Utility has given the customer at least five days' prior written notice of such intention.

- B. **Noncompliance with Regulations.** The Utility may discontinue service to any customer for violation of the provisions of this chapter or the laws or regulations of any other local, state, or federal agency after it has given the customer at least five days' written notice of such intention. Where safety of water supply is endangered, service may be discontinued or curtailed immediately, without notice.
- C. **Waste of Water.** Where negligent or wasteful use of water exists on or from a customer's premises, the Utility may discontinue the service if such practices are not remedied within five days after the Utility has given the customer written notice to such effect.
- D. **Unsafe Conditions.** If any unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water or discharge in the sewer system 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, which must be taken by the customer, before service will be restored.
- E. **Tamper/Theft/Fraud.** When the Utility has discovered that a customer has obtained service by fraudulent means, has met any of the criteria in the definitions of Tampering or Theft of Service, or has violated NRS 704.800-805, 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 the tamper/theft/fraudulent use along with a one hundred dollar tamper charge.

3. Restoration of Service

Service will be restored according to the following provisions:

- A. **During Business Hours.** The Utility will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnections will be made on the regular business day following the day the request is made.
- B. **Other than Business Hours.** When a customer has requested that the reconnection be made at other than regular business hours, the Utility will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so unless an emergency exists.
- C. **Reconnection Charge.** Where service has been discontinued for a violation of this chapter, the customer shall pay the following:
 - 1. During regular business hours the customer shall pay, prior to service being reconnected, a charge of fifteen dollars.

2. For service being reconnected at other than regular business hours, the customer shall pay prior to service being reconnected a minimum twenty five dollars up to and including the estimated cost of labor, equipment and repairs incurred by the Utility for such after-hours reconnection.
- D. Nonpayment. Where service has been discontinued for nonpayment, as contained in this chapter, the customer shall pay, prior to service being restored, all charges, penalties, reconnection charges, and may be required to establish credit by paying a deposit, should the customer not have a deposit with the Utility.

Article VIII. Violation-Penalty

1. Discontinuance of Service

For the failure of the customer to comply with all or any part of the provisions of this chapter, and any ordinance, resolution, or order fixing rates and charges of the Utility, a penalty for which has not in this chapter been specifically fixed, the customer's service shall be discontinued, and the water shall not be supplied such customer until he has complied with the rule or regulation, rate or charge violated. In the event he cannot comply with the rule or regulation, until he has satisfied the Utility that in the future he will comply with all the rules and regulations established by the Utility and with all rates and charges of the Utility, the customer's service shall be discontinued.

2. Penalty

Violation of any provision of this chapter constitutes a misdemeanor. Each and every connection or occupancy in violation of any provision in this chapter is a separate violation, and each and every day or part of a day a violation continues is a separate offense under this chapter and punishable per any State, Local and/or Federal laws.

Article IX. Constitutionality

If any section, clause or phrase of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

Article X. Severability

If any provision of this ordinance, or amendments thereto, or the application thereof to any person, thing or circumstance is held to be invalid, such invalidity shall not affect the validity or provisions or applications of the ordinance or amendments thereto which can be given effect without the invalid provisions or applications, and to this end the provisions of this ordinance and amendments thereto are declared to be severable.

Article XI. Repeal

Any and all ordinances or regulations or parts of ordinances or regulations of the Unincorporated Town of Round Mountain, Nevada, in conflict with this ordinance are hereby repealed.

Article XII. Effective Date

This ordinance shall be in full force and effect from and after passage, approval, and publication as required by law, to-wit: from and after the January 1, 2019

Proposed on the December 11, 2018.

Passed on the December 11, 2018.

VOTE: AYES: [Signature]
[Signature]
[Signature]
[Signature]

NAYS: _____

ABSENT: _____

ABSTENTIONS: _____

TOWN BOARD
TOWN OF ROUND MOUNTAIN
By: [Signature] 11 Dec 2018
James Swigart, Chairperson

ATTEST:
By: [Signature]
Mackenzie Musselman, Town Clerk

This ordinance shall be in full force and effect from and after the January 1, 2019.