

**TRI GENERAL IMPROVEMENT DISTRICT SEWER
RULES, REGULATIONS AND RATES**

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ARTICLE 1. GENERAL PROVISIONS

- 1.1 Purpose. TRIGID has been created by Storey County under Nevada Revised Statutes Chapters 318 and 308 to own, maintain and operate community water and sewer systems to provide service to Customers in the service area, known as Tahoe-Reno Industrial Center, pursuant to Ordinance #171 and Resolution 00-85, both passed on August 8, 2000. TRIGID is not regulated as a public utility by the Nevada Public Utility Commission. TRIGID is a quasi-municipal entity functioning as a political subdivision of the State of Nevada.
- 1.2 Enterprise. TRIGID will furnish a system used for the provision of fire protection water as well as industrial, domestic and commercial water; and for the collection of domestic, commercial and industrial wastewater and septic tank effluent; including all parts of the enterprise, all appurtenances thereto, and land, easements, rights in land, contract rights and franchises.
- 1.3 Separability. If any section, subsection, sentence, clause or phrase of these Rules, Regulations and Charges or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of these Rules, Regulations and Charges or the application of such provision to other persons or circumstances. The Board hereby declares that it would have promulgated these Rules or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared to be unconstitutional.
- 1.4 Words and Phrases. For the purposes of these Rules, Regulations and Charges, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.
- 1.5 Water Rights. All water rights arising from wastewater entering the TRIGID system shall belong solely to TRIGID, and no Customer shall perform any act which impairs or disputes TRIGID's ownership thereof.

ARTICLE 2. DEFINITIONS

- 2.1 Account Transfer shall mean any change made to a billing account, including but not limited to new ownership or new tenancy.
- 2.2 Additional Definitions/UPC. For the purpose of these Rules, additional terms shall have the meanings indicated in Chapter 1 of the latest edition of the Uniform Plumbing Code as prepared by the International Association of Plumbing and Mechanical Officials. Except as expressly stated otherwise in these Rules, all provisions of the latest edition of the Uniform Plumbing Code are incorporated herein by reference
- 2.3 Applicant shall mean the person, business or governmental agency making application for a permit for sewer or plumbing installation or to discharge wastewater into any sewer, including the TRI Owners Association.
- 2.4 Application shall be a written request for sewer service (as distinguished from an inquiry as to the availability of, or charges for, such service) and agreement by Customer to comply with these Rules.
- 2.5 Billing Period shall be the period for which a billing is made. It may be for an average month and need not coincide with the calendar month (i.e. may be billed on a cycle of 29 to 31 days).

- 2.6 Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, expressed in milligrams per liter (mg/L).
- 2.7 Board shall mean the Board of Trustees of TRIGID.
- 2.8 Building shall mean any structure used for human habitation or a place of business, recreation or other purposes requiring wastewater disposal services.
- 2.9 Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer. The building drain extends three (3) feet outside the inner face of the building wall.
- 2.10 Building Sewer shall mean that portion of any sewer beginning at the building drain and extending to the property line or to a private sewage disposal system.
- 2.11 Capital Costs shall mean costs of major rehabilitation, expansion or upgrading required as facilities reach the end of their useful life.
- 2.12 Capital Outlays shall mean expenditures which result in the acquisition of, or addition to, fixed or capital assets.
- 2.13 Collection System shall mean the system of sewers, manholes, pump stations and appurtenances receiving liquid wastes from buildings and premises for transmission to the treatment facility.
- 2.14 Combined Sewer shall mean a sewer intended to receive both surface runoff and sewage.
- 2.15 Commercial Building shall mean any building, structure or facility or a portion thereof, devoted to the purposes of trade or commerce, such as a store or office building.
- 2.16 Commercial User shall mean all business and service establishments defined in Article 2.77 A and B.
- 2.17 Compatible Pollutant shall mean BOD, COD, suspended solids, pH, total phosphorus, total nitrogen, and fecal coliform bacteria, plus additional pollutants identified in the Plant National Pollutant Discharge Elimination System (NPDES) permit if the treatment works were designed to treat such pollutants, and in fact do remove such pollutants to an acceptable concentration or loading.
- 2.18 Connection Charge shall mean a fee charged in order to compensate TRIGID for the capital costs of investment, maintenance and repair in sewer plant equipment and related sewer facilities made by TRIGID. The charge is applied to all new users of sewer facilities in approximate proportion to their anticipated usage and is for the right of service in the system.
- 2.19 Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under a Permit.
- 2.20 County shall mean the County of Storey, Nevada.
- 2.21 Cubic Foot is the volume of water which occupies one cubic foot. The cubic foot is equal to 7.481 gallons.

- 2.22 Customer shall mean the person in whose name service is rendered as evidenced by its 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 Customer's name regardless of the identity of the actual user of the service.
- 2.23 Date of Presentation shall be the date upon which a bill or notice is either postmarked or hand delivered to the Customer.
- 2.24 Delinquent shall mean an account that has not been paid by the 1st day of the calendar month following the due date of payment specified on the bill.
- 2.25 Developer shall mean any person engaged in or proposing development of property in the service area.
- 2.26 Development shall mean a parcel of property being improved and requiring installation of sewer collection lines, including but not limited to installation of service mains to and possibly on the property being improved.
- 2.27 Discharge shall mean the addition of any substance to the sewer system.
- 2.28 Discharger shall mean any person who discharges or causes a discharge to a TRIGID sewer.
- 2.29 Domestic Wastewater shall mean the spent water from building water supply to which has been added the waste materials of restrooms, kitchen, laundry and other discharge sources.
- 2.30 Easement shall mean an acquired legal right for the specific use of land owned by others.
- 2.31 Employee shall mean any individual employed by TRIGID excluding independent contractors, consultants, and their employees.
- 2.32 Fixture shall mean any sink, tub, shower, water closet or other facility connected by drain to the sewer.
- 2.33 Fixture Unit is defined and has that weighted value assigned in the latest edition of the Uniform Plumbing Code.
- 2.34 Floatable Oil is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by pretreatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated and does not interfere with the collection system.
- 2.35 Gallon is the volume of water which occupies 231 cubic inches.
- 2.36 Garbage shall mean the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.
- 2.37 Governmental User shall include legislative, judicial, administrative, and regulatory activities of federal, state and local governments.
- 2.38 Incompatible Pollutants shall mean any pollutant which is not a compatible pollutant as defined in these Rules.
- 2.39 Industrial/Commercial Discharger shall mean a discharger with water-carried waste and wastewater other than wastewater from domestic sources, and shall include all wastewater from any producing,

manufacturing, processing, institutional, commercial, agricultural, or other operation where the wastewater discharged includes quantities of waste from human and nonhuman origin.

- 2.40 Industrial User shall include any non-governmental, non-residential user of TRIGID owned treatment works which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions: Division A-Agriculture, Forestry, and Fishing; Division B-Mining; Division D-Manufacturing; Division E-Transportation, Communications, Electric, Gas and Sanitary; and Division I-Services.
- 2.41 Infiltration shall mean the water which enters the sewer lines from the ground, usually through pipe and manhole joints.
- 2.42 Inflow shall mean the water discharged into the wastewater system from any such sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, drains from springs, manhole covers, cross-connections from storm sewers and combined sewers, and surface runoff.
- 2.43 Inspector and Industrial Waste Inspector shall mean a person authorized by TRIGID to inspect wastewater generation, conveyance, processing and disposal facilities.
- 2.44 Institutional User shall include social, charitable, religions, and educational activities such as schools, churches, hospitals, nursing homes, penal institutions, and similar institutional users.
- 2.45 Interference shall mean inhibition or disruption of the wastewater facilities treatment processes or operations, whether or not it contributes to a violation of any requirements of the Plant NPDES permit. The term includes, but is not limited to, prevention of sewage sludge use or disposal in accordance with Section 405 of the Clean Water Act, or any criteria guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by TRIGID.
- 2.46 Lateral Sewer shall mean the portion of TRIGID sewer lying within a right of way open to the public connecting a building sewer to the main sewer.
- 2.47 Law is any statute, rule or regulation established by federal, state, County or municipal authorities.
- 2.48 Living Unit shall mean any residence, apartment, or other structure to be occupied for habitational purposes by a single person or family and requiring sanitary sewer service.
- 2.49 Main Sewer shall mean a TRIGID sewer line designed to accommodate more than one lateral sewer.
- 2.50 Metered Service is a service for which charges are computed on the basis of measured quantities of water or wastewater.
- 2.51 Natural Outlet shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.
- 2.52 New Source shall mean any source, the construction of which is commenced after the publication of an applicable discharge limitations (covers federal categorical changes).
- 2.53 Nitrogen or Total Nitrogen shall mean the total of all nitrogen forms (sometimes referred to as “TKN”), including organic and inorganic nitrogen, nitrate and nitrite. The total nitrogen is expressed as N and is

determined by the appropriate procedures in “Standard Methods”.

- 2.54 Normal Domestic Wastewater shall mean wastewater that has a five day average BOD concentration of not more than 240 mg/l, a suspended solids concentration of not more than 170 mg/l, a total phosphorous concentration as P of not more than 8.0 mg/l and a total nitrogen concentration as N of not more than 26.0 mg/l.
- 2.55 Operation and Maintenance shall mean those functions that result in expenditures during the useful life of the treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed. The term “operation and maintenance” includes replacement as defined in these Rules.
- 2.56 Outside Sewer shall mean a sanitary sewer beyond the limits of TRIGID sewer service area not subject to the control or jurisdiction of TRIGID.
- 2.57 Owner shall mean a person who holds legal title to the property or who is under contract to purchase the property.
- 2.58 Permanent Service is a service which, in the opinion of TRIGID, is of a permanent and established character. The use of the sewer may be continuous, intermittent or seasonal in nature.
- 2.59 Permit shall mean any written authorization required pursuant to this or any other regulation of the service area for the installation or operation of any wastewater works.
- 2.60 Person shall mean any individual firm, association, organization, partnership, trust, company, corporation or entity, and any municipal, political, or governmental corporation, district, body, or agency other than TRIGID.
- 2.61 pH shall mean the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10^{-7} .
- 2.62 Phosphorus or Total Phosphorus includes orthophosphates and condensed phosphates (soluble and insoluble) and organic and inorganic species. The total phosphorus is expressed as P and is determined by the appropriate procedures in “Standard Methods”.
- 2.63 Plant shall mean the wastewater treatment plant(s) of TRIGID.
- 2.64 Plumbing Outlet shall mean any part of a plumbing system to which a fixture is attached.
- 2.65 Plumbing System shall mean all plumbing fixtures and traps; all soil, waste, vent pipes, and all sanitary sewer pipes within a building and building drain.
- 2.66 Premises shall mean all of the real property and services to a single integrated activity operating under one name to one or more buildings, locations or services, provided: (a) such building, locations or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining, except for intervening highways, streets, alleys or waterways.
- 2.67 Private Sewer shall mean a sewer serving an independent wastewater disposal system not connected with TRIGID sewer and which accommodates one or more buildings or industries.

- 2.68 Properly Shredded Garbage shall mean garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in TRIGID sewers, with no particle greater than ½ inch in any direction.
- 2.69 Public Sewer shall mean a sewer lying within an easement, highway, road, street, avenue, alley, way, public place or right of way and which is owned or controlled by or under the jurisdiction of TRIGID.
- 2.70 Replacement shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.
- 2.71 Residential Equivalent shall mean 25 weighted fixture units as defined in the latest edition of the Uniform Plumbing Code.
- 2.72 Residential User shall mean any contributor to TRIGID’s treatment works whose lot, parcel or real estate, or building is used for domestic dwelling purposes only.
- 2.73 Rules shall mean these Rules, Regulations and Rates of The TRI General Improvement District For Sewer Service.
- 2.74 Sanitary Sewer shall mean a sewer which carries liquid and water carried wastes from residences, commercial users, industrial users, and other users together with minor quantities of ground, storm and surface waters that are not admitted intentionally.
- 2.75 Septic Tank Effluent shall mean the supernate liquid waste discharged by an approved septic tank, containing no solid waste material.
- 2.76 Service Area shall mean the sewer service area as designated in Article 12 of these Rules.
- 2.77 Service Classification shall mean:
- A. Commercial Unit - Group I Service: Service to office buildings, retail sales and services establishments, private clubs, motels or hotels, or portions thereof, without kitchen, laundry or other facilities (excepting toilet facilities) which require wastewater disposal services.
 - B. Commercial Unit - Group II Service: Service to all commercial buildings not in Group I, or portions thereof, and shall include but not be limited to, nonindustrial businesses, department stores, restaurants, clubs and schools.
 - C. Industrial Service: Service to customers engaged in warehousing or distribution, or in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, manufacturing facilities, machine shops, mines, pumping plants, creameries, canning and packing plants, or processing activities as well as all other nonresidential uses not covered by Subsections A and B above).
 - D. Residential Service: Service to a customer in a single family dwelling, mobile home or building, or in an individual flat, condominium, or apartment in a multiple family dwelling, or building or portion thereof occupied as the home, residence or sleeping place of one or more persons.

- 2.78 Service Connection is the point of connection of the Customer's piping with TRIGID's facilities.
- 2.79 Sewage is the spent water of a community. The preferred term is "wastewater".
- 2.80 Sewer shall mean a pipe or conduit that carries wastewater.
- 2.81 Side Sewer shall mean the sewer line beginning three (3) feet outside the foundation wall of any building and terminating at the main sewer and shall include the building sewer and lateral sewer together.
- 2.82 Sludge shall mean any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works as determined by TRIGID.
- 2.83 Standard Methods refers to the most current edition of "Standard Methods for the Examination of Water and Wastewater", prepared by American Public Health Association, American Water Works Association and Water Pollution Control Federation.
- 2.84 Storm Sewer or Storm Drain shall mean a sewer which carries storm water, groundwater, subsurface water, or unpolluted water from any source.
- 2.85 Storm Water shall mean excess water entering sewers during rainfall, snowfall, or following and resulting therefrom.
- 2.86 Suspended Solids shall mean total suspended matter (sometimes referred to as "TSS") that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.
- 2.87 Tenant shall mean a person renting or leasing a premises from the owner or the owner's selected representative.
- 2.88 Treatment Works shall mean any devices and systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and their appurtenances; extensions improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.
- 2.89 TRIGID shall mean TRI General Improvement District, a political subdivision of the State of Nevada, formed and existing as specified in Subsection 1.1 of these Rules.
- 2.90 Unpolluted Water is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not benefit by discharge to the sanitary sewers and wastewater treatment facilities provided.

- 2.91 Useful Life shall mean the estimated period during which a treatment works will be operated.
- 2.92 User Charge shall mean that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.
- 2.93 Waste includes sewage and all other substances, liquid, solid, gaseous, or radioactive, associated with human or animal origin, or from producing, manufacturing, or processing operation of whatever nature, including such waste placed within containers of whatever nature prior to and for the purposes of disposal.
- 2.94 Wastewater shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.
- 2.95 Wastewater Facilities shall mean the structures, equipment and processing required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.
- 2.96 Wastewater Treatment Works shall mean an arrangement of devices and structures for treating wastewater, compatible industrial wastes and sludge. Sometimes used as synonymous with "Publicly Owned Treatment Works" or "wastewater treatment plant" or "water pollution control plant" or "sewer system".
- 2.97 Watercourse shall mean a natural or artificial channel for the passage of water either continuously or intermittently.
- 2.98 Water Meter shall mean a water volume measuring and recording device, furnished and/or installed by a user and approved by TRIGID.

ARTICLE 3. CONDITIONS OF SERVICE

- 3.1 Area Served. Properties within the boundaries of the service area specified in Article 13 shall be eligible to receive wastewater collection service from TRIGID in accordance with these Rules and subject to acceptance by TRIGID of a completed application by Customer.
- 3.2 Penalties for Violation. For the failure of the Customer to comply with all or any part of these Rules, the District may, in its discretion, impose any or all the following: (1) discontinue the Customer's service until the Customer is in compliance; (2) terminate sewer service in accordance with Article 9; and (3) impose a fine not to exceed \$100 or imprisonment not to exceed 1 month, or both, as authorized by NRS 318.170.
- 3.3 Notices to Customers. Notices from TRIGID to a Customer will normally be given in writing, and either delivered or mailed to Customer at Customer's last known address. Where conditions warrant and in emergencies, TRIGID may resort to notification either by telephone, facsimile or messenger. When a Customer is refused service under the provisions of these Rules, TRIGID will notify the Customer promptly of the reason for the refusal to serve and of the right of the Customer to appeal TRIGID's decision to the Board. Failure by the Customer to accept a certified letter notice will not relieve the Customer of responsibility for contents of notice.
- 3.4 Notices from Customers. Notice from the Customer to TRIGID may be given by Customer or by Customer's authorized representative in writing at TRIGID's operating office. TRIGID's current operating office (which is subject to change) is:

TRI General Improvement District
1705 Peru Drive, Suite 104
McCarran, NV 89437
Telephone: (775) 636-6126

- 3.5 Customer's Premises. TRIGID employees shall have the right of access to Customer's property at all reasonable hours for any purpose related to the furnishing of service, industrial waste inspection, and protection of water quality and quantity. Employees will generally not enter upon Customer's premises to engage in repair or alteration of Customer's piping and fixtures, since it is the responsibility of Customer to service or repair its piping and fixtures.
- 3.6 Special Conditions and Circumstances. In the event that conditions or circumstances arise which are not specifically covered by these Rules or warrant deviation from these Rules, TRIGID may take whatever action, including establishing rates and charges which, in its discretion, is warranted, including execution of contracts and agreements with Customers covering special conditions and circumstances.
- 3.7 Effective Date. These Rules shall become effective on the date of signature of the Board.
- 3.8 Continuity. Adoption of these Rules shall not be construed as a waiver of any right or obligation under any prior agreement, contract, or commitment of Customer and TRIGID.
- 3.9 Meters. All new services shall have water meters and will be billed according to the metered rate schedule. If there is no water service at the site, a sewer meter shall be required.
- 3.10 Interruption of Service. TRIGID will endeavor to notify Customers in advance of any interruption in service due to repairs, or other causes. However, in emergency conditions, when notification is not practical, service may be interrupted for indefinite periods of time. All Customers shall hold TRIGID harmless for any damages arising from interruptions in service caused by repairs, emergencies or conditions beyond the control of TRIGID.
- 3.11 Tampering with TRIGID Property. No one except an employee or representative of TRIGID shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of TRIGID's system; or interfere with the meters or their connections, street mains or other parts of the system.

ARTICLE 4. SCHEDULE OF RATES AND CHARGES

4.1 General Metered Water Service. TRIGID shall not increase said rates and connection charges unless the Board determines that said rates and connection charges are insufficient to pay all costs of Capital Outlays (including interest carry) along with all operating costs of TRIGID, including but not limited to, overhead, salaries and other employee compensation, operating and maintenance expenses, taxes, reserve and replacement, water rights lease or purchase fees, any other fees, expenses and charges normal and customary for water service utility companies. In the event said rates are insufficient to pay all said operating costs, then monthly rates may be raised to a level that will cover all costs.

TRI-GID Sewer Rates

Meter Size	Sewer
3/4 inch	\$27.44
1 inch	\$33.81
1 1/2 inch	\$54.39
2 inch	\$101.43
4 inch	\$293.58
6 inch	\$473.57
8 inch	\$757.23
10 inch	\$2,094.98
Usage Per 1,000 gallons	\$2.69

4.2 Wastewater Surcharge Rates. The purpose of a wastewater surcharge is to recover collection, treatment, disposal, and administration expenses associated with contaminant concentrations higher than normal domestic strength as defined in article 10.12. The wastewater fees of commercial/industrial dischargers are based upon the following equation:

$$\frac{\$}{1000gal} = 2.69 + (BOD - 240) \times (0.00263) + (TSS - 240) \times (0.00211) + (TKN - 40) \times (0.01326)$$

BOD = Commercial/industrial customer’s requested biological oxygen demand concentrations, mg/L

SS = Commercial/industrial customer’s requested total suspended solids concentrations, mg/L

TKN = Commercial/industrial customer’s requested total Kjeldahl nitrogen concentrations, mg/L

The above equation will be used to calculate the sewer rate for each commercial/industrial customer based on the highest expected or demonstrated concentrations for each constituent. The TRI GID may recalculate the rate if Discharge Monitoring Reports (DMRs) indicate concentrations higher or lower than the originally negotiated concentrations.

4.3 Connection Fees. An applicant for a Will Serve shall pay the sewer connection fee in effect on the date of the application upon completion of all requirements under Article 8.10. For calculations of connection fees on all Commercial and Industrial accounts, the applicant must provide the TRIGID with expected usage and discharge volume information based on fixture unit counts. This information is to be provided on the TRIGID prescribed form, certified by a Civil Engineer registered in the State of Nevada, and submitted along with an approved stamped set of drawings. Connection fees shall be charged on a one-time basis in the amount of \$9.57 per gallon per day, based on the approved fixture calculations.

4.4 Build and Dedicate TRIGID System Facilities. If TRIGID determines, in TRIGID’s sole discretion, that connection of new service for a Customer will exceed the standard specifications (see, Article 8.9) for existing capacity of TRIGID’s sewer system, or requires additional distribution, treatment or effluent storage facilities, TRIGID may in its sole discretion require as a condition of service that the Customer design, permit and construct all additional new sewer facilities (e.g., pump station, pipelines, valves) necessary to increase said capacity or provide facilities for Customer’s use prior to providing sewer service, Customer shall complete and dedicate to TRIGID without charge all sewer system facilities as constructed. To the extent that any of said sewer system facilities are oversized beyond the Customer’s needs, TRIGID shall reimburse the Customer from connection charges collected from subsequent Customers using said facilities or provide Customer a credit therefor from connection charges. The basis for reimbursement or credit shall be the difference in actual costs of the sewer system facilities between the capacity required for the constructing Customer’s use and the oversized capacity. No overhead, administrative charge, profit or interest on said actual costs will be reimbursable. All design and construction of said facilities must be approved by TRIGID. The constructing Customer shall not be entitled to a credit from the connection charge for all or any portion of the sewer system facilities so constructed, except as specified in this Article. The procedures specified in Article 10 shall be used for all construction under this Article 4.3. Construction by a third-party developer of off-site sewer system facilities shall not entitle the Customer to claim a credit or reimbursement for the water system facilities so constructed.

4.5 Basis for Billing. All services shall be billed on the basis of monthly rates specified in Article 4.1. Customers are responsible for payment based on all water recorded as having passed through a meter regardless of whether the water was put to beneficial use. The Owner shall be ultimately responsible for payment of sewer bills and fees for its property in the case of nonpayment by a tenant or other occupant.

ARTICLE 5. OTHER CHARGES, FEES AND DEPOSITS

5.1 Security Deposit for Service. TRIGID may require a security deposit in the amount of Five Hundred Dollars (\$500.00) or one-year’s total estimated rates (whichever is less) from all new Customers or applicants, from Customers whose accounts are delinquent on more than one occasion (i.e., two monthly payments overdue) in any one (1) year period, or in situations where TRIGID has cause to believe that a deposit is required to ensure payment of bills. At the end of one year of service, if all accounts have been kept current the amount of the deposit, plus interest accrued at the rate of 4% per annum simple interest, shall be credited to the succeeding months’ bill(s). Service must be in place for a minimum of six (6) months for any interest to be accrued. Upon discontinuance of service, any deposit held by TRIGID will be applied to the final billing with any deposit amount refunded to the Customer. If the deposit is applied to a Customer’s account because of delinquent bills, all interest accrued will first be applied to delinquent bills. By posting a deposit, the Customer agrees that the deposit is a pledge to make future payments to TRIGID and not payments for future services that are furnished by TRIGID.

Any application for service will not be granted unless full payment has been made for water or sewer services previously rendered to the applicant or Customer by TRIGID, if any. Failure on the part of the Customer to make a deposit within fifteen (15) days after written notice by TRIGID that such deposit be made or service may be discontinued, shall warrant TRIGID in discontinuing the service to the Customer. TRIGID may waive the security deposit requirement, in its sole discretion, or accept alternate security.

5.2 Wastewater Discharge Permits and Monitoring Fees. A nonrefundable application fee must accompany each original application for a permit and each application for a modification to a permit, and each application to renew a permit. The District shall charge the following fees:

Commercial or Industrial Facilities

Permit Type	Fee

Cooling Water Only	\$2,000
Less than 50,000 gallons of process water daily	\$2,500
50,000 gallons or more but less than 250,000 gallons of process water daily	\$3,000
250,000 gallons or more but less than 500,000 gallons of process water daily	\$4,000
Temporary Discharge	\$250

- 5.3 Sewer Plan Checking and Inspection Fee. Any applicant, Customer or a Developer requiring approval of plans by TRIGID, a Will Serve letter, or desiring plan checking shall pay to TRIGID a \$500 plan review fee and a \$1000 inspection fee at the time of the Will Serve application.
- 5.4 Sewer Modeling Fee. Any Applicant, Customer or a Developer requiring sewer or discharge modeling for any purpose, including but not limited to site investigation, due diligence, or ~~civil improvement~~ a design process, shall pay to TRIGID a \$500 modeling fee at the time of the request for modeling.
- 5.5 Relocation of Service Connection. An existing service connection may be relocated, if the new service is of like size and will provide a sewer service to the same parcel of property, upon application and payment of applicable fees by the Customer.
- 5.6 Increase in Size of Service Connections. Enlargement of a service connection to the same property, requiring abandonment of the existing connection and installation of a complete replacement connection of increased size shall be treated as a new service connection and shall be charged accordingly. The fees to be paid by the Customer upon application for increase in size of service connection shall be a connection charge which shall be determined by subtracting the connection charge for the size of service being abandoned from the connection charge for the size of service being installed, if any.
- 5.7 Structure Under Construction. For the purposes of these Rules, until a structure has installed plumbing fixtures the structure shall be considered under construction and disconnected from the sewer system of TRIGID. No charges otherwise provided herein will be accrued during this period.
- 5.8 Public Agencies Exempted from Deposit Requirements. In lieu of cash deposits or sureties, purchase orders will be accepted from public agencies.
- 5.9 Delinquent Accounts. In addition to other provisions of these Rules, there will be a charge for late payment. If payment is not received before it becomes delinquent, a late penalty processing fee and a penalty on the outstanding balance will be charged in accordance with Article 7.3 and the service may be discontinued according to the procedure outlined in Article 9.
- 5.10 Damage to TRIGID Property. Persons causing damage to TRIGID property by any willful or negligent act shall be responsible for payment of costs incurred. Customers or their contractors, agents and representatives causing damage to TRIGID property shall be strictly liable for payment of all costs caused by such damage.
- 5.11 Photocopy Charges. The charge for making photocopies on TRIGID copying equipment shall be \$.25 per copy.

- 5.12 Charges for Account Transfer and Special Reading. If the Customer requests an account transfer or special meter reading, a processing charge of Fifteen Dollars (\$15.00) shall be charged. Customers must give 24-hours or previous working day's notice for special reading.
- 5.13 Reimbursement for District Costs Benefitting Individuals or Entities: The District shall seek reimbursement from those individuals or private companies for outside contract services, including but not limited to legal and engineering services, that are incurred by the District in relation to proposed new development or special projects that are deemed to benefit individual persons or entities, rather than the District customers at large. The reimbursements collected from individual persons or entities shall be limited to the actual time and materials and unit rate costs incurred by the District related to proposed new development or special projects that are deemed, in the District's discretion, to benefit individual persons or entities, rather than the District's customers at large. The District may require a retainer fee of up to \$1500, at the discretion of the General Manager based on the complexity and/or size of the project, prior to assisting with a proposed new development or special project.

ARTICLE 6. MAIN EXTENSION

6.1 General Conditions.

- A. Construction Plans. A person proposing an extension to TRIGID distribution system to provide sewer service to a parcel of property shall submit detailed plans. Such plans shall indicate the size and location (horizontal and vertical) of mains and other facilities, including all service laterals. In addition, plans shall designate boundaries of the applicant's property which will be served by the proposed extension. Sewer system improvements shall be designed by a professional engineer licensed in Nevada.

TRIGID will review the plans and return written comments to the applicant indicating any necessary revisions. The applicant shall prepare and submit to TRIGID final plans of the sewer improvements with all comments addressed to the satisfaction of TRIGID. Upon execution of the appropriate agreement by the applicant; payment of applicable charges, fees and deposits; approval of other appropriate governmental agencies, and a preconstruction conference with TRIGID, TRIGID will give the applicant permission to start construction. No sewer related construction will be started before permission is granted by TRIGID.

- B. Time Limitation. Approval by TRIGID for any main extension shall be valid for a limited time as will any related commitment of existing capacity in a particular main. In the event that construction of the mains covered by any approved plan is not started within one (1) year from the date of approval, the project shall be deemed to have been abandoned, and any subsequent proposal for reactivation shall be treated as a new project. The same shall apply when active construction work within a property is commenced and then discontinued for a period of six (6) months.
- C. Compliance with Specifications. All main extensions, service connections, and appurtenances shall be constructed to conform with TRIGID specifications. Activation of the mains shall not be permitted until authorized by TRIGID. Connections to existing mains shall be made only in the presence of a representative of TRIGID and at times specified by TRIGID. Mains will be shut down only with the specific approval of TRIGID.
- D. Guarantee. Materials and workmanship shall be guaranteed free of defect for a period of one (1) year from date of acceptance by TRIGID. Upon receipt of notice from TRIGID, the developer or Customer shall immediately cause any defect to be corrected, or shall reimburse TRIGID for the cost of

correction.

- E. Rights-of-Way. Sewer mains and appurtenances shall be located within off-site rights-of-way or within easement grants to TRIGID not less than 20 feet in width or as TRIGID may specify. All rights-of-way or easements shall be recorded prior to release of approved plans.
- F. Commitment of Sewer Service. Main extensions or other facilities constructed by persons for development of property shall not be considered as reserved for supply to those properties exclusively. Extensions of and connections to such mains for service to others shall be permitted when, in the opinion of TRIGID, such connections will not substantially affect service to the original development or property.

6.2 Standard Main Extensions.

- A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions as described in Article 6.1.
- B. Size of Mains. Proposed main extensions to serve developments, both on-site and off-site, shall be of sufficient size to adequately provide sewer service for the development. TRIGID reserves the right to establish sizes of all mains and appurtenances.
- C. Responsibility for Cost. The cost of all main extensions, including service laterals and other appurtenances to be constructed under Article 6.2, including permit fees and any other related fees, shall be borne by the developer or Customer.
- D. Agreement and Payment of Fees. Prior to TRIGID's permission to start construction, the developer or Customer shall execute a standard form of agreement with TRIGID and submit payment of all required fees, charges and deposits as required by these Rules.
- E. Construction by Private Contractor or Developer. Design, permitting and preparation of construction drawings shall be done by competent registered professional engineer selected by the applicant. Construction work shall be performed by an experienced, properly licensed and competent person or firm selected by the applicant. In certain circumstances when, in the opinion of TRIGID, the extent of work to be performed is minor and can be accomplished efficiently and economically by TRIGID employees or representatives, TRIGID may elect to perform the work and the applicant shall deposit an amount equivalent to the estimated cost. Upon completion of construction, the differential between estimated and actual costs will be billed or refunded.
- F. Completion. Upon completion of the work, the applicant's engineer shall certify that the work was completed according to the plans and specifications, except in the case of work completed by TRIGID. Sewer service will not be activated until the engineer's certification is submitted to TRIGID and TRIGID accepts the construction.

6.3 Oversized Main Extensions.

- A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions described in Article 6.1. When applicable, the provisions of this Article 6.3 shall govern over the provisions of Article 4.4.
- B. Applicability. For the purpose of this Article, an oversized main is described as a main larger than eight inches (8") and which, in addition to providing an adequate sewer service to the proposed

development, is required to be of a size which will be capable of meeting future demands for parcels other than Customer's on the distribution system and provide for orderly development of that system. TRIGID reserves the right to determine what constitutes an oversized main.

- C. Location of Mains. Oversized mains may be off-site (outside the boundaries of a development) or traverse the interior area or combination thereof.
- D. Identification of Mains. TRIGID shall indicate and identify on plans submitted for a proposed development both the standard and oversized diameters of pipelines to be constructed.
- E. Approval by TRIGID Required. Proposals for oversizing of water mains shall be submitted to TRIGID for review and approval. Plans, conforming with TRIGID's directive, shall then be approved and TRIGID shall enter into an agreement with the developer or Customer, providing for TRIGID's participation in construction costs as hereinafter set forth.
- F. Participation in Cost. Participation by TRIGID for the oversizing of a main extension shall be based on the difference in actual cost of pipe, fittings, and valves between the size required for the main extensions and the size required for oversizing and shall not include trenching and backfill. The cost difference shall be established by a certified price list from the supplier. Prices quoted on the list shall be the actual prices charged to the buyer.
- G. Alternate Method of Payment. TRIGID may, in lieu of a lump sum payment of TRIGID's portion of the construction costs, arrange with the developer or Customer for an alternate method of payment from future connection charges of other Customers for a period of ten (10) years.

ARTICLE 7. TIME AND MANNER OF PAYMENT

- 7.1 Issuance of Bills. TRIGID shall issue a monthly bill for each service in accordance with these Rules. TRIGID shall send out bills for sewer service and for which no payment has been received and shall use the rates and charges established by these Rules to determine the amount.
- 7.2 Bills Due When Presented. Upon presentation, all bills shall be due and payable at the operating office of TRIGID or as specified in the bills.
- 7.3 Delinquent Accounts. Accounts not paid in accordance with Article 5.8 are delinquent and shall be charged a late fee of 1.5 percent per month of the outstanding balance plus a basic penalty fee of ten percent (10%) of the delinquent monthly billing.
- 7.4 Discontinuance of Service. TRIGID may discontinue service to a Customer having a delinquent bill as specified in Article 9.2.
- 7.5 Represents Lien on Property. Until paid, all rates and charges provided in these Rules which are delinquent constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.
- 7.6 Proration of Service Charges; Minimum Bill. If any opening or closing bill is for a period shorter than the regular billing period, the base rate charge for service shall be reduced in the same proportion as the actual period of use is reduced from the regular billing period.
- 7.7 Failure to Receive a Bill. Failure to receive a bill does not relieve the Customer of the obligation to pay for services received.

- 7.8 Checks Not Honored by Bank. Checks presented in payment to TRIGID which are returned by a bank shall be treated as though no payment had been made and a fifty dollar (\$50.00) handling charge will be levied by TRIGID plus any additional charges of the bank. Payment in lieu of returned checks may be required to be by cash or equivalent. The Customer must reimburse TRIGID for any returned check fees charged by a bank to TRIGID.
- 7.9 Estimated Bills and Non-operable Meters. If a meter cannot be read because of obstructions or other causes, an estimate shall be made of the quantity of water used, and a bill shall be issued for the estimated service. The next succeeding bill which is based upon actual meter readings will reflect the difference between prior estimates and actual consumption. If a meter is found to be non-operable, consumption shall be estimated and billed, considering all pertinent factors.
- 7.10 Billing Adjustments. Where billing adjustments are processed for inaccurate meter recordings or other usage adjustments, if the meter has:
- A. under-recorded the usage of water, the adjustment shall be only for the period of the most recent six (6) months of usage.
 - B. over-recorded the usage, the adjustment in the form of a credit shall be made only for the period of the most recent six (6) months of usage.
- A Customer who, because of an adjustment to their bill, owes TRIGID money for service may pay that amount over a three (3) month period. TRIGID shall credit the Customer who was overcharged because of an inaccurate meter not later than thirty (30) days after the overcharge is determined.
- 7.11 Disputed Bills. In the case of a dispute between a Customer and TRIGID as to the correct amount of any bill rendered by TRIGID for service furnished to the Customer, the Customer will deposit with TRIGID the amount claimed by TRIGID to be due. Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by TRIGID that such deposit be made or service may be discontinued, shall warrant TRIGID in discontinuing the service to the Customer without further notice. A billing dispute not resolved to the Customer's satisfaction is subject to the dispute resolution procedures as provided in Article 13.

ARTICLE 8. APPLICATION FOR SERVICE

- 8.1 Application. Each person applying for a new sewer service or changes in an existing service, will be required to sign appropriate application forms provided by TRIGID and to pay all required fees and charges. The application form shall include an agreement to abide by all TRIGID rules and regulations and shall require furnishing such information as TRIGID may reasonably require. Each applicant shall describe the type of development proposed for the property.
- 8.2 Existing Service Connection. Applicants for service through existing service connections shall nevertheless provide required information on application forms provided by TRIGID.
- 8.3 New Service. The applicant shall provide any and all information which will assist TRIGID in properly sizing and locating a service lateral, including a description of the development, the use of water and plumbing plans of the private facilities, if required. Applications shall be accompanied by payment of any deposit, applicable fees, plus the connection charge, unless deferred.
- 8.4 Work to be Inspected. All sewer facilities construction work shall be inspected by TRIGID to ensure compliance with all TRIGID requirements. No sewer shall be covered at any point until it has been

inspected and passed for acceptance. No sewer shall be connected to the sewer system until all work has been completed, inspected, approved and accepted by TRIGID.

- 8.5 Self-identification of User Type. Whether a new, or existing service, the applicant shall identify themselves to the TRIGID if they are classified as a Significant Industrial User as defined in 40 CFR 403.3 (v), or a Categorical Industrial User subject to any standard in 40 CFR chapter I, subchapter N.
- 8.6 Correct Information. In the event that an applicant provides incorrect information as to the size and location of a service connection or requests a change in the size or location after work has commenced, the applicant shall pay any costs incurred by reason of such corrections and changes.
- 8.7 Rejection of Application. Applications for service through existing or new service connections accompanied by all required fees and charges may nevertheless be rejected if:
- A. The account of the applicant or any other person (e.g., prior Customer, tenant, owner) at the same service location, or the applicant at another location, is delinquent; or
 - B. The purpose of the applicant, in the opinion of TRIGID, is to circumvent discontinuance of service in another name because of nonpayment of sewer bills.
- 8.8 Service Outside Service Area Boundary. Only property within the service area boundary is eligible for sanitary sewer service from TRIGID. Property outside the service area must be annexed into the service area before application can be made for sanitary sewer service to the property. Applicant shall pay all costs associated with annexation of property into the service area. The Board may deny any annexation request, in its sole discretion, and the Board shall not approve any annexation that conflicts with existing County Master Plans and/or existing Development Agreements for the TRIGID Service Area. The Board may annex, in its sole discretion, any property for wholesale service, and any nonresidential property for retail service.
- 8.9 Design, Construction of New Connections, Inflow Sources. No new connection shall be made to TRIGID sewer system unless the same is properly designed and constructed complying with the Uniform Plumbing Code and approved TRIGID Design Standards and Details. All inflow sources including but not limited to roof leaders, cellar, yard and area drains, foundation drains, cooling water discharges, drains and springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, street wash waters or drainage shall not be permitted to be connected to the sewer system.
- 8.10 Prohibition against Altering Connections. No person may bypass, adjust, or alter any piping arrangement (including metering devices) from a premises connecting to the sewer without the prior written consent of TRIGID.
- 8.11 Will Serve Commitment. Upon approval of Customer's application for service and compliance with all provisions of these Rules, TRIGID will issue to Customer a written will serve commitment for each sewer use of Customer. Unless Customer is required to build and dedicate sewer system improvements in accordance with Article 4.4 or Article 6, TRIGID agrees to cause the construction, at its sole cost and expense, of all community sewer system facilities deemed necessary by TRIGID in order to provide sewer service to Customer.

ARTICLE 9. TERMINATION OF SERVICES

- 9.1 Customer Request for Termination of Service. A Customer may have service terminated by giving not less

than five (5) business days advance notice thereof to TRIGID and provide a mailing address to which the closing bill will be mailed. 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 five (5) business days advance notice. When such notice is not given, the Customer will be required to pay for service until five (5) business days after TRIGID has knowledge that the Customer has vacated the premises or otherwise has terminated service. Failure to notify TRIGID of termination of service shall not relieve the Customer or property owner (if other than the Customer) of responsibility for payment of sewer bills.

9.2 Termination of Service by TRIGID.

- A. For Nonpayment of Bills. A Customer's service may be discontinued for nonpayment of a bill for service furnished if the bill is delinquent, provided TRIGID has given the Customer at least five (5) days prior notice of its intention to discontinue service.
- B. Disconnection. Premises to which charges have become delinquent may be disconnected from the sewer system. TRIGID shall charge the cost of disconnection of such premises and the cost of reconnection thereto, plus the discontinuance charge before such premises are reconnected to the sewer system.
- C. For Noncompliance with Rules. TRIGID may discontinue service to any Customer for violation of these Rules after it has given the Customer as least five (5) days written notice of such intention. Where safety of water supply or water quality is endangered, or other emergency circumstances exist, service may be discontinued or curtailed immediately without notice.
- D. For Infiltration, Cross-Connections, or Illegal Connections. Where nonemergency infiltration, discharge of harmful waste, inter-connection, cross-connection, or illegal connection on or from a Customer's premises occurs, TRIGID may discontinue service and/or make such corrections as may be indicated at Customer's expense, if such practices are not remedied within five (5) days after it has given the Customer written notice to such effect.
- E. For Unsafe Apparatus or Where Service is Detrimental or Damaging to TRIGID or its Customers. If any unsafe or hazardous condition is found to exist on the Customer's premises, or if any apparatus or illegal or prohibited connections, equipment or otherwise, is found to be detrimental or damaging to TRIGID or its Customers, the service may be discontinued without notice. TRIGID will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored.
- F. For Fraudulent Use of Services. When TRIGID has discovered that a Customer has obtained service by fraudulent means, or has altered sewer service for unauthorized use, the service to that Customer may be discontinued without notice. TRIGID may not restore service to such Customer until that Customer has complied with all policies, rules and reasonable requirements of TRIGID and TRIGID has been reimbursed for the full amount of the service rendered and the actual cost that TRIGID incurred by reason of the fraudulent use.

9.3 Restoration of Service.

- A. To Be Made During Regular Working Hours. TRIGID will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnection will be made on the regular working day following the day the request is made.
- B. To Be Made at Other Than Regular Working Hours. When a Customer has requested that the reconnection be made at other than regular working hours, TRIGID 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. Disconnections or reconnections requested by the Customer at other than regular working hours may result in the requirement of payment of additional TRIGID costs in addition to the charges for disconnection and reconnection.

9.4 Refusal to Serve.

- A. Conditions for Refusal. In addition to the provisions of Article 8.7, TRIGID may refuse an applicant for service under the following conditions:
1. If the applicant for service is not within the boundaries of TRIGID.
 2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.
 3. If the applicant fails to comply with these Rules or other rules as approved by the Board.
 4. If, in the judgment of TRIGID, the applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.
 5. Where service has been discontinued for fraudulent use, TRIGID may elect not to serve an applicant until it has determined that all conditions of fraudulent use or practice have been corrected.
 6. When the collection lines, disposal systems, or treatment facilities do not have capacity or the capability to receive and/or treat sewage, septic tank effluent, or liquid waste without contamination of the ground or surface waters of the basin or the watershed of the Truckee River, or in violation of Health Department requirements.
 7. If the applicant for service is for a residential use.
- B. Notification to Customers. When an applicant is refused service under the provisions of this Article, TRIGID will notify the applicant promptly, by procedures specified in Article 3.3, of the reason for the refusal to serve and of the right of the applicant to appeal TRIGID's decision to the Board. Whenever termination of water service will affect more than one Customer, TRIGID will make reasonable effort to give notice to all Customers.

ARTICLE 10. REGULATION OF WASTEWATER DISCHARGE

- 10.1 Purpose and Policy. The portions of these Rules regarding wastewater discharge regulation impose uniform requirements for discharges into TRIGID's wastewater collection system and enable TRIGID to comply with any applicable state and federal water quality standards, limitations and pretreatment standards, to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged. These regulations provide a means for determining wastewater volumes, constituents, and characteristics, the issuance of discharge permits to certain users, and enforcement.
- 10.2 Administration. Except as otherwise provided herein, TRIGID shall administer, implement and enforce the provisions of this regulation of wastewater discharge. Any powers granted or duties imposed upon TRIGID may be delegated by TRIGID to persons acting in the beneficial interest of or in the employment of TRIGID.

- 10.3 Dischargers Subject to These Regulations. All wastewater dischargers, domestic and industrial/commercial, to TRIGID sewer system are subject to the wastewater regulations, inspection, enforcement and charges provided in these Rules.
- 10.4 Discharges Prohibited from Sanitary Sewers. Sewage, waste, or any matter having any of the following characteristics shall not, under any conditions, be discharged into, be placed where they might find their way into, or be allowed to run, leak or escape into any part of TRIGID sewer system:
- A. Any gasoline, benzene, naphtha, solvent, fuel oil, or any other liquid, solid, or gas which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21;
 - B. Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges; any waste with a pH greater than 9.5 pH units or high enough to cause alkaline incrustations on sewer walls or other adverse effects on the wastewater systems;
 - C. Any solids or viscous wastes that may cause deposition, obstruction, damage or reduction of flow in the sewer, be detrimental to proper wastewater treatment plant operations, or other interference. These objectionable substances include, but are not limited to: asphalt, dead animals, offal, ashes, sand, mud, straw, industrial process shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, bones, hair fleshings, entrails, paper, dishes, paper cups, milk containers, or other similar paper products, either whole or ground;
 - D. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.
 - E. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.
 - F. Petroleum oil, nonbiodegradable cutting oil, refined petroleum products, or products of mineral oil origin in amounts that will cause interference or pass through;
 - G. Any waste containing or causing the promotion of toxic or poisonous solids, liquids, or gases that, alone or in combination with other waste substances may create a hazard for humans, animals, or the environment, interfere with wastewater treatment processes, cause a public nuisance, or cause any hazardous condition to occur in the wastewater system
 - H. Any trucked or hauled pollutants, except at discharge points designated by the POTW;
 - I. Any inflow sources, including rainwater, stormwater, groundwater, street drainage, subsurface drainage, roof drainage, yard drainage, and water from yard fountains, ponds or law sprays, or any other uncontaminated water. It is unlawful to connect any sewer lateral to TRIGID's wastewater facilities which would allow infiltration discharges in excess of two hundred gallons per day per pipe diameter inch per mile of length;
 - J. Any water added for the purpose of diluting waste;
 - K. Any radioactive, radiological, or chemical/biological warfare, waste or material exceeding 100 mg/L

except as regulated by the state or federal government;

- L. Any matter that would be poisonous to or inhibit the biological organisms associated with any sewage treatment process, and which, in the opinion of the TRIGID, might interfere with the satisfactory operation of any treatment facility or any portion of the sewer system.
- 10.5 Administration - Determination of Prohibited Discharge. TRIGID shall make all discretionary determinations as may be required to administer these Rules and shall recover the cost incurred in making such determinations from the discharger.
- 10.6 Prohibition on Unpolluted Water. Unpolluted water including, but not limited to, process cooling water, blowdown from cooling towers or evaporator coolers, and swimming pool water, shall not be discharged through direct or indirect connection into TRIGID sewer system unless a discharge permit is issued by TRIGID for such discharge. TRIGID may approve the discharge of such water when no reasonable alternative method of disposal is available and such discharge does not violate other sections of these Rules. If a permit is granted for the discharge of such water into the wastewater facilities, the user shall pay the applicable charges and fees and shall meet such other conditions required by TRIGID.
- 10.7 Exclusions from Sanitary Sewers. In addition to the matter excluded heretofore, all surface drainage water shall be excluded from all parts of the sewer system designated by TRIGID as the sanitary sewer system.
- 10.8 Septic Tank Waste. It is unlawful to discharge any septic tank or cesspool waste to TRIGID sewer system unless specifically authorized in writing by TRIGID. The time and place for the specific discharge and required characteristics of the matter discharged shall be designated by TRIGID. No discharge shall violate any section of these Rules.
- 10.9 Limitations on the Use of Garbage Grinders, and Required Use of Grease Traps and Interceptors. Waste from garbage grinders shall not be discharged into TRIGID's wastewater facilities except when the wastes are generated in preparation of food normally consumed on the premises and the grinders shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the wastewater facilities, and to a size not to exceed one-half inch in any dimension. Garbage grinders shall not be used for grinding plastic, paper products, inert materials or garden refuse. All scullery or dish table wastes shall not be put through a garbage grinder unless the discharge is through an approved grease interceptor.
- All waste discharged from establishments which may generate grease shall install and maintain a grease interceptor. Sizing specifications for grease traps and interceptors are outlined in Chapter 7 and Appendix H of the Uniform Plumbing Code. TRIGID may waive the required minimum size grease interceptor. The design, operation and sizing of all grease traps and interceptors must be approved by TRIGID.
- Grease traps, interceptors and sand/oil separators shall be constructed to prevent any bypass of matter prohibited in the wastewater system. Sand/oil separators shall be a minimum capacity of 1,000 gallons except when otherwise specified in Appendix I of the Uniform Plumbing Code.
- The introduction of emulsifiers, bacteria, enzymes or any other product into the grease trap or interceptor which could cause oil and grease to pass through the trap or interceptor is prohibited. Grease traps and interceptors shall be cleaned regularly to ensure proper operation.
- 10.10 Limitations on Point of Discharge. No person shall discharge any substances directly into a manhole or other opening in a TRIGID sewer other than through an approved building sewer unless he has been issued a permit by TRIGID. If a permit is issued for such direct discharge, the user shall pay the applicable charges and fees and shall meet such other conditions as required by TRIGID.

10.11 Limitations on Wastewater Strength. Except as expressly permitted by these Rules or by TRIGID upon demonstration of good cause, no person shall discharge wastewater containing constituents in excess of:

<u>Constituent</u>	<u>Maximum Concentration</u>
Alkalinity, Total	430 mg/L
Arsenic	.05 mg/L
Barium	4.0 mg/L
Biological Oxygen Demand, BOD	240 mg/L
Boron	1.00 mg/L
Cadmium	0.01 mg/L
Chloride	110 mg/L
Chromium	0.05 mg/L
Chemical Oxygen Demand, COD	720 mg/L
Copper	0.05 mg/L
Cyanide	0.23 mg/L
Fluoride	4.0 mg/L
Iron	5.0 mg/L
Lead	0.30 mg/L
Manganese	0.70 mg/L
Mercury	0.01 mg/L
Nickel	1.80 mg/L
pH	6.5-9.5
Phenol	.005 mg/L
Phosphorus	8 mg/L
Selenium	0.04 mg/L
Silica, as SiO ₂	80 mg/L
Silver	0.05 mg/L
Sulfate	240 mg/L
Total Chlorinated Hydrocarbons	0.005 mg/L
Total Dissolved Solids, TDS	500 mg/L
Total Kjeldahl Nitrogen, TKN	40 mg/L
Total Suspended Solids, TSS	240 mg/L
Zinc	1.0 mg/L

<u>Pesticides and Herbicides</u>	<u>Maximum Concentration</u>
Chlordane	0.005 mg/L
Lindane	0.005 mg/L
Heptachlor	0.005 mg/L
Methoxychlor	0.005 mg/L
Taxaphene	0.005 mg/L
2-4D	0.005 mg/L
2-4-5T	0.005 mg/L
Parathion	0.0016 mg/L
Malathion	0.004 mg/L
Guthion	0.004 mg/L

- 10.12 Revision of Wastewater Regulations. Effluent limitations promulgated by any federal, state or local law, and regulations and guidelines promulgated thereunder, shall apply in any instance where they are more stringent than those in these regulations.

Limitations on wastewater strength in Article 10.12 may be supplemented with more stringent limitations pursuant to Article 12 of these Rules:

- A. If TRIGID determines that the limitations in Article 10.12 of these Rules may not be sufficient to protect the operation of the sewer system.
 - B. If TRIGID determines that the limitations in Article 10.12 may not be sufficient to enable the TRIGID sewer system to comply with water quality standards or effluent limitations specified in any federal, state or local permit, or any contractual requirement.
 - C. If any matter of any nature may be discharged into the sewer system, which discharge might reasonable be considered a violation of these Rules, the controlling characteristic of such matter shall be determined to the satisfaction of TRIGID. The responsibility of initiating such determinations of any costs involved and of submitting the results of the determinations to TRIGID for its approval lie solely with the party of parties desiring to discharge the matter into the sewer system. Verification of these results and the decision as to whether or not a permit shall be issued shall be the responsibility of TRIGID. The adoption of different rules or policies subsequent hereto does not constitute a waiver of TRIGID's right to regulate or prohibit the discharge of any matter.
- 10.13 Accidental Discharges. Customers shall notify TRIGID immediately upon accidentally discharging waste in violation of these Rules to enable TRIGID to take proper measures to reduce the impact of the discharge. This notification must be followed by a detailed written statement within fifteen (15) days of the date of occurrence.
- 10.14 Excessive Discharge. No Customer shall ever increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations enforceable under these Rules.
- 10.15 Cooling Water. Except as expressly permitted by TRIGID or these Rules, facilities using water for cooling shall not discharge the cooling water to the wastewater system or storm drain system. Recirculation of such cooling water shall be required.
- 10.16 Pretreatment. Industrial/commercial process water shall be pretreated, if necessary, to meet discharge requirements of these Rules. If process water can be recirculated or reused, equipment shall be installed to accomplish the recirculation or reuse.
- 10.17 Identification of Process Chemicals. All process chemicals and industrial wastes shall be properly labeled for identification purposes.

ARTICLE 11. WASTEWATER DISCHARGE PERMITS

- 11.1 Permit for Industrial/Commercial Dischargers. Industrial/Commercial dischargers connected to the TRIGID sewer system shall obtain a wastewater discharge permit from TRIGID. No industrial/commercial discharger may discharge without such a permit. TRIGID shall require permits for the following categories of industrial/commercial dischargers:

- A. Dischargers with an average process waste stream of twenty-five thousand (25,000) gallons per day or more to the TRIGID wastewater plant (excluding sanitary, noncontact cooling and boiler blowdown wastewater)
- B. Dischargers whose effluent strength (BOD, total suspended solids, total Kjeldahl nitrogen) exceeds the limitations on wastewater strength as described in article 10.12;
- C. Dischargers using an unmetered water source;
- D. All industrial dischargers for which national pretreatment standards have been established under federal, state or local law and regulations and guidelines promulgated thereunder;
- E. Other dischargers as determined by TRIGID to require special regulation or source control.

11.2 Exemption from Requirement to Obtain a Wastewater Discharge Permit. The TRIGID may determine that an industrial/commercial discharger is nonsignificant based on information supplied by the discharger representing a process wastewater stream determined to not impact the WWTP.

11.3 Permit Application.

- A. To obtain a wastewater discharge permit the industrial/commercial user shall complete and file with TRIGID an application in the form prescribed by TRIGID. The application may require the following information:
 - 1. Name, address and Standard Industrial Classification (S.I.C.) number or numbers of applicants;
 - 2. Estimated volume of wastewater to be discharged;
 - 3. Wastewater constituents and characteristics as prescribed by TRIGID;
 - 4. Time and duration of discharge;
 - 5. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers and appurtenances by size, location and elevation as required by TRIGID;
 - 6. Description of business activities including type of products, raw materials used, variation in operation, and number and duties of employees;
 - 7. Any other information as may be deemed by TRIGID to be necessary to evaluate the permit application.
- B. TRIGID will evaluate the data furnished by the discharger. After evaluation, inspection, and approval of all the data required, TRIGID may issue a wastewater discharge permit subject to terms and conditions provided herein.
- C. Before a new industrial/commercial discharger is allowed, the discharger must first obtain a wastewater discharge permit from TRIGID. Violation of this provision shall subject the discharger to enforcement and charges as provided in these Rules.
- D. Fees for wastewater discharge permit and monitoring shall be as stated in Article 5.2 of these Rules.

11.4 Terms and Conditions.

- A. Duration of Discharge Permits. Wastewater discharge permit shall be issued for a specified time period not to exceed one year. A permit may be issued for a period less than a year or may be stated to expire on a specific date. If the user is not notified by TRIGID thirty (30) days prior to the expiration of the permit, the permit shall be extended until such notice is made. The terms and conditions of the permit may be subject to modification and change by TRIGID during the life of the permit as limitations or requirements as identified in Article 10 of these Rules are modified and changed. The user shall be informed of any proposed changes in their permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a time schedule for compliance, at a maximum of six months.
- B. Permit Conditions. Wastewater discharge permit shall be expressly subject to all provisions of these Rules and all other applicable regulations, user charges and fees established by TRIGID. Permits may contain the following:
1. the unit charge or schedule of user charges and fees for the wastewater to be discharged to a sewer;
 2. limits on the average and maximum wastewater constituents and characteristics;
 3. limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
 4. requirements for installation and maintenance of inspection and sampling facilities;
 5. specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
 6. compliance schedules;
 7. requirements for submission of technical reports or discharge reports;
 8. requirements for maintaining and retaining records relating to wastewater discharge as specified by TRIGID, and affording TRIGID access thereto;
 9. requirements for notification to TRIGID of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the sewer system.
 10. requirements for notification of sludge discharges;
 11. pretreatment of wastes before discharge;
 12. relocation of discharge points;
 13. prohibition of discharge of certain wastewater constituents;
 14. notification to TRIGID of any new introduction of wastewater constituents or any substantial change in the volume or character of wastewater discharge;

15. development of a compliance schedule for the installation of technology required to meet applicable pretreatment standards and requirements;
 16. other conditions necessary to accomplish the purpose of these Rules.
 17. The permit may include a time schedule which allows the discharger time to meet the conditions of the permit. The industrial/commercial discharger who has been issued a permit, will be responsible for all costs required to comply with conditions of the permit.
- C. Change of Permit Terms and Conditions. TRIGID may change any or all terms and conditions of a discharge permit for cause. TRIGID shall specify a reasonable compliance period to comply with any required changes in the permit.
- D. Transfer of a Permit. Wastewater discharge permits are issued to a specific user for a specific corporation. Except as expressly permitted by TRIGID or these Rules, a wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.
- 11.5 Minimum Reporting Requirements. All industrial/commercial dischargers applying for a new permit or proposing changes to a stream covered by an existing permit are subject to monthly reporting for 30-day average and maximum daily flow, and for all constituents listed in article 11.12, except those listed under Pesticides and Herbicides.
- 11.6 Reduced Reporting. Following periods of continuous compliance, the TRIGID may reduce the required reporting requirements and frequencies.
- 11.7 Trade Secrets and Confidentiality. Any information, except effluent data as defined in 40 CFR 2.302 may be claimed as confidential, or as a trade secret by the discharger. Confidentiality claims must be asserted at the time of submission by sampling the words “CONFIDENTIAL BUISINESS INFORMATION” on each page containing such information. If no claim is made at the time of submission, the District may provide information to the public by request.
- Information as defined in 40 CFR 2.302 (a)(2)(ii) may be classified as effluent data only to the extent necessary to allow the regulatory agency to disclose publicly that a source is (or is not) in compliance with an applicable standard or limitation, or to allow the regulatory agency to demonstrate the feasibility, practicability, or attainability (or lack thereof) an existing or proposed limitation.
- 11.8 Monitoring Facilities, Reports and Access by Industrial Waste Inspector. TRIGID may require discharger, at their own expense, to construct, operate and maintain monitoring facilities and equipment, and to submit monitoring reports in order to allow inspection, sampling and flow measurement. The monitoring facility will normally be required to be located on the discharger’s premises outside of the building. There shall be accommodations to allow safe and immediate access for the Industrial Waste Inspector, as may be required by TRIGID. No person shall prevent, or attempt to prevent, any such entrance or obstruct or interfere with any such officer or employee of TRIGID while so engaged.
- 11.9 Inspection. TRIGID, Industrial Waste Inspector, or government officials or employees, shall have the right of entry for inspection purposes of the facilities discharging to TRIGID’s sewer system to ascertain compliance with TRIGID’s sewer regulations or any federal, state or local law. Person or occupants of premises where wastewater is created or discharged shall allow TRIGID or its representatives ready access to all parts of the premises for the purposes of inspection, sampling, records examination, or in the performance of any other duties as called for in these Rules. TRIGID or its representative will verify the discharge flows and strength reported by discharger, or to determine compliance with these Rules.

Inspection, measurement and sampling may be conducted periodically by the Industrial Waste Inspector. TRIGID may install, maintain and operate sampling and measuring equipment on the premises of the discharger. Where a discharger has security measures in force which would require proper identification and clearance before entry into the user's premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification the Industrial Waste Inspector will be permitted to enter without delay for the purposes of performing the specific responsibilities of these Rules.

- 11.10 Pretreatment of Sewage. When at any time it becomes necessary or desirable to discharge into the sewer system any matter from any source which does not conform to the requirements outlined in Articles 10 or 11 of these Rules, it is required that before such matter may be discharged into the sewer system, the producer thereof shall pretreat same at their own expense to a degree that will produce an effluent which does conform to the requirements. Such pretreatment plants shall be understood to include grease traps, chemical or biochemical plants, sedimentation chambers and any other devices which effect a change of any nature in the characteristics of the matter being treated. Any and all such devices and equipment shall not be put into operation without a written permit of approval issued by TRIGID and shall be provided with all necessary features of construction to permit inspection of operations and testing of material passing through them, and shall be open to the inspection of TRIGID at any time, but the producer, in lieu of the treatment of the sewage as hereinabove provided for, may, with the written approval of TRIGID being first obtained, discharge the sewage, waste or other matter into the sewer system, subject to the provisions of Article 10, and subject to the payment of the additional cost of the treatment thereof, as provided for in these Rules.

TRIGID may require users of TRIGID's sewer system to pretreat wastewater. Users shall make wastewater acceptable under the limitations established herein before discharging into any wastewater facility. Any facilities required to pretreat wastewater to a level acceptable to TRIGID shall be provided and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to TRIGID for review and shall be approved by TRIGID before construction of the pretreatment facility. The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of these Rules. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by TRIGID.

11.11 Monitoring Equipment Construction and Report Requirements.

- A. Monitoring facilities and equipment may be required of any sewer user in order to allow inspection, sampling and flow measurement of the building sewer, or internal drainage system. When more than one sewer user can discharge into a common building sewer, TRIGID may require installation of a separate monitoring facility for each user. Also when, in the judgment of TRIGID, there is significant difference in wastewater constituents and characteristics produced by different operations of a single user, TRIGID may require that separate monitoring facilities be installed for each separate discharge. Monitoring facilities that are required to be installed shall be constructed, operated and maintained at the user's expense. The purpose of the facility is to enable inspection, sampling and flow measurement of wastewaters produced by a user. If sampling or metering equipment is also required by TRIGID, it shall be provided, installed and operated at the user's expense. The monitoring facility will normally be required to be located on the user's premises outside of the building. TRIGID, however, when such a location would be impractical or cause hardship to the user, may allow the facility to be constructed in the public street or public sidewalk area.

If the monitoring facility is inside the user's fence, there shall be accommodations to allow safe and immediate access for the Industrial Waste Inspector, such as a gate secured with a TRIGID lock. There shall be ample room in or near such facility to allow accurate sampling and compositing of samples for analysis. The entire facility and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition by and at the expense of the sewer user.

Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with TRIGID's requirements. When, in the judgment of TRIGID, an existing user requires a monitoring facility, the user will be so notified in writing. Construction must be completed within ninety (90) days following written notification unless a time extension is otherwise granted by TRIGID.

- B. Within ninety (90) days following the date for final compliance with applicable discharge limitations, or in case of a new source following commencement of the introduction of wastewater into TRIGID sewer system, any commercial/industrial discharger subject to such discharge limitations shall submit to TRIGID a report indicating the nature and concentration of all pollutants in the discharge from the affected commercial or industrial establishment. The discharger's report will include reporting on the discharge from any regulated processes which are limited by the discharge limitations and the average and maximum daily flow from these process units in the user facility which are limited by such standards or discharge limitations. The report shall state whether the applicable limitations are being met on a consistent basis, and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the sewer user into compliance with the applicable limitations. The submitted report shall be signed by an authorized representative of the industrial/commercial user and certified to be a qualified professional.
 - C. Any user subject to a discharge limitation after the compliance date of such discharge limitation, or, in the case of a new source after commencement of the discharge into TRIGID sewer system shall submit to TRIGID during the months of June and December, unless requirement more frequently by TRIGID, a report indicating the nature and concentration of pollutants in the effluent which are limited by such discharge limitations. In addition, this report shall include a record of all daily flows which, during the reporting period, exceeded the average daily flow reported, as required under the permit. At the discretion of TRIGID, and in consideration of such factors as local high or low flow rates, holidays, budgets and cycles, TRIGID may agree to alter the months during which the above reports are to be submitted. TRIGID may impose mass limitations on users which are using dilution to meet applicable discharge limitations or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by the above paragraph shall indicate the mass of pollutants regulated by the discharge limitations in the effluent of the sewer user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and nature of concentration, or production and mass, where requested by TRIGID, of pollutants contained therein which are limited by such applicable pretreatment standards. The frequency of monitoring shall be prescribed in the discharge permit. All analyses shall be performed in accordance with procedures established in standard methods or other procedures approved TRIGID.
- 11.12 Violation Notice. In the event of a minor or potential hazard, the Industrial Waste Inspector shall issue a notice to the discharger to remedy the hazard. Said notice shall require the discharger to submit to TRIGID within ten days a detailed plan and time schedule of specific action the discharger will take in order to correct or prevent a violation. If the discharger fails to submit an acceptable plan, fails to comply with the notice, or fails to comply with the plans submitted, the discharger shall be in violation of these Rules.
- 11.13 Cease and Desist Order. In the event of a discharge or potential discharge threatens the operation of the TRIGID sewer system, or endangers the health or safety of any person, TRIGID shall issue a cease and desist order to the discharger. If the discharger fails to obey said order immediately, the Industrial Waste Inspector may take such action pursuant to these Rules as may be necessary to ensure compliance.
- 11.14 Enforcement Procedures.
- A. When discharge of wastewater has taken place in violation of these Rules or the provisions of a wastewater discharge permit, TRIGID, Industrial Waste Inspector, or other duly authorized TRIGID employee, may issue a cease and desist order and direct those persons not complying with such prohibitions, limits, requirements, or provisions, to: comply forthwith, comply in accordance with a time schedule set forth by TRIGID, or take appropriate remedial, or preventative action.

- B. Any user who violates the following conditions of this title, or applicable state and federal regulations, is subject to having their permit revoked by TRIGID for:
1. failure of a user to factually report the wastewater constituents, flow and/or characteristics of their discharge;
 2. failure of the user to report significant changes in operations, or wastewater constituents and characteristics;
 3. refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or
 4. violation of conditions of a wastewater discharge permit.
- C. In the event of a significant upset or permit violation, the TRIGID may issue a public notice with details regarding the event if there is potential for the event to cause issues to public health.

11.15 Penalty for violation. Any person who violates or aids or abets in the violation of any provision of this section, or of any permit, regulation, standard or order related to discharge, shall pay a civil penalty of not more than \$100 for each day of the violation. Any industrial user who violates a federally mandated standard may be punished by a fine not to exceed \$1,000 per day for each day the violation continues.

11.16 Indemnity. Any person who violates or aids or abets the violation of any provisions of these regulations, requirements, or conditions set forth in permits duly issued, or who discharges wastewater which causes pollution, or violates any cease and desist order, prohibition, effluent limitation, national standard of performance, pretreatment or toxicity standard, shall be liable to indemnify, defend and hold harmless TRIGID in the full amount of any penalty or judgment rendered against TRIGID which is attributable to, or results from, such violation.

11.17 Falsifying of Information. Any person who knowingly makes any false statements, representation, record, report, plan or other document filed with TRIGID, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these Rules, is declared to be in violation of these Rules, and subject to the charges imposed under these Rules, or subject to the procedures specified in these Rules.

ARTICLE 12. SERVICE AREAS

12.1 Intention. The intent of these Rules is to establish rules, regulations and rates for sewer service supplied hereunder only to areas allowed by TRIGID's service territory for retail service and for wholesale service. No other areas shall be served by TRIGID. Otherwise, TRIGID shall establish the service area, based on its ability to serve and as provided by law and these Rules.

12.2 Wholesale Service. TRIGID may enter into an agreement with a person who is a regulated public utility company, a governmental entity authorized by law to provide retail water service, or an accommodator under NRS 704.030 to provide wholesale water service to said person, provided said person provides retail water service outside TRIGID's retail service area in a manner allowed by law.

ARTICLE 13. DISPUTES, RELIEF, APPEALS, REVIEWS

13.1 Relief on Application. When any person by reasons of special circumstances is of the opinion that any provision of these Rules is unjust, inequitable or improper as applied to their premises, he may make

written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to their premises. If such application be approved, the Board may suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

- 13.2 Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of these Rules should be suspended or modified as applied to a particular premises and may order such suspension or modification for any such premises during the period of such special circumstances, or any part thereof.
- 13.3 Review by the Board. These Rules shall be reviewed by the Board on a periodic basis to ensure that the provisions of these Rules are kept up to date, and that the charges and fees set out in Articles 4 and 5 are adequate to meet the costs of operating the water facilities and recovering the cost of Capital Outlays.
- 13.4 Adjustment of Complaints. The Board shall have the power of discretion in the interpretation and application of these Rules, including adjustments or rebate of charges, if in the Board's opinion, the intent of the Rules would not be accomplished, and an injustice would result by their strict application.
- 13.5 Ruling Final. All rulings of the Board shall be final, unless appealed in writing as provided in this Article within thirty (30) days.
- 13.6 Billing Disputes. Any dispute regarding the payment of any bill, charge or fee demanded by TRIGID is subject to relief and review as provided in this Article 14.
- 13.7 Right to Arbitration. Any request for relief made pursuant to Article 14.1 or other dispute arising from these Rules shall be subject to arbitration and be decided by arbitration in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the Board and with the American Arbitration Association.
- 13.8 Limitation on Claim. A demand for arbitration shall be barred unless made within thirty (30) days after the ruling of the Board, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.
- 13.9 Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has not matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment. Otherwise, all unasserted claims are barred.
- 13.10 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be binding and final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.