
RULES OF OPERATION

January 2024



**McGill-Ruth Consolidated Sewer and Water General
Improvement District**

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INTENT

Pursuant to the code of the McGill-Ruth Consolidated Sewer & Water General Improvement District, these **RULES AND REGULATIONS** shall govern the provisions of sewer and water service to any and all users within the McGill-Ruth Consolidated Sewer & Water General Improvement District Service Area.

DEFINITIONS

(Amended 7/15/92)

As used in this chapter, unless the context requires otherwise, the following definitions apply:

“Board”

Board means the Board of Trustees of the McGill-Ruth Consolidated Sewer & Water District.

“Customer”

Customer means the legal owner of the property, or his authorized legal agent.

“Engineer”

Engineer means the appointed Engineer, or any of his duly authorized representatives.

“Sewer and Water System”

Sewer and water system refers to the system of conduits, pumps, tanks, and structures used for the purpose of conveying from its sources, treating in any manner and conveying to final points of use, all sewer and water services requested of the District and on a schedule approved by the District. Specifically included as integral parts of the system are conduits of any nature forming a part of the general network of conduits, or connected directly or indirectly to said network; all pumps, treatment facilities, tanks and structure of any kind used in connection with the collection, treatment and disposition of sewer and water; and all appurtenances to any of the above, either physically or functionally connected therewith.

“User Charge” (Amended 7/15/92)

User Charge means a charge levied on users of treatment works for the operation and maintenance of such works.

“Hook-Up Charge” – See Tap Fee

“Premises”

Premises means a continuous tract of land, building or group of adjacent buildings under a single control with respect to use of sewer and water responsibility for payment thereof. Subdivision of such use or responsibility shall constitute a division into separate premises as herein defined, except that where more than one dwelling is being served through the same sewer and water service; in which case each of said dwellings shall constitute a separate premise, and shall be subject to the same separate charges as if separate single-family dwellings.

“New Parcel Fee”

New Parcel Fee is a charge made by the District for any new parcel of real property created by the White Pine County Assessor’s office after April 17, 1991.

SEWER & WATER SERVICE

Application

1. Applications made hereunder may be made only by the owner of the property to be served, or such owner’s duly authorized agent.
2. Content
Each applicant for sewer and water service shall be required to sign on a form, provided by the General Improvement District, and application that shall set forth:
 - a. Date.
 - b. Location of premise to be served, giving street address and description of property too be served.
 - c. Applicant’s name and mailing address of the legal owner of the premises to which

The monthly bills are to be mailed.

- d. Purpose for which the property is to be used (residential, commercial, apartment, Etc.)
- e. The date the applicant will be ready for sewer and water service.
- f. The name of the contracting or plumbing agency that will be hooking the premises to the District's sewer and water system (new connections).

Purpose

The application is merely a written request for service and does not bind the applicant to take service for any period of time, nor does it bind the utility to serve except under reasonable conditions.

Responsibility (Revised April 19, 2022)

The applicant, being the legal owner, is responsible for the payment of all sewer and water charges at the premises applied for and within the meaning of this chapter is referred to as the "customer." Only the original applicant may request termination of sewer and water service and only the original applicant will be allowed to receive the water and sewer bill.

Reconnection Fee/Account Transfer [Revised May 20, 2024]

Anyone reconnecting to the water system or setting up, or transferring an account will be charged a \$50.00 fee.

Change in Customer's Equipment of Operations

A customer making any change in the size, character or extent of the equipment or operations for which the service is utilized shall immediately file with the District a new application for additional service.

Charges for Service Taps/Service Pipes/Meter Boxes

Service pipes will be installed to a point at or near the property line. Meter boxes, if required by the District shall be installed at the location of the curb stop or on the property side of the location of the curb stop or on the property side of the sidewalk or future sidewalk.

The engineer shall decide on the location of the meter boxes. In no case will service connection be made unless the property to be served fronts on a street or alley with an adequately sized main and the distance the Department has to run the service is less than 75 feet. In no instance, will service connections be installed across private property.

If adequately sized mains are not available, the property owner will have to request that mains be extended in accordance with the terms and conditions of the District's Rules and Regulations.

2. Charges for these taps will be set from time-to-time by Resolution of the District.

Until further change by resolution of the District, the charges will be as follows:

SERVICE TAP-WATER [Revised May 20, 2024]

<u>Size</u>		<u>Charge</u>
3/4"	Service	\$1,000
1"	Service	\$1,875
1-1/2"	Service	\$3,750
2"	Service	\$6,250

To be installed by a licensed contractor (**Revised July 17, 2006**)

SERVICE TAP-SEWER [Revised May 20, 2024]

<u>Size</u>	<u>Charge</u>
4" Min. Service	\$1,000

Plus \$40 each additional Fixture-Unit

To be installed by a licensed contractor (**Revised July 17, 2006**)

Collection of Fees for Service Taps

Charges for service taps shall be collected in advance. When services are to be at cost, an estimated cost shall be first collected, and when the actual cost is determined, any overpayment will be refunded, or any underpayment billed.

Leak Adjustments for Water and Sewer

June 2015

Water and/or sewer charges (Commercial) may be eligible for adjustment when a leak is found on the customer's side of the meter

A leak adjustment is a financial adjustment to water and/or waste water (sewer) usage charges on a customer's bill caused by a leak on the customer's side of the meter or an exceptional unexplained increase in consumption that a licensed plumber and/or McGill Ruth Sewer & Water District Maintenance staff has validated.

Leak adjustments will cover no more than two (2) consecutive months. Only one (1) financial adjustment associated to billed usage will be allowed every two (2) years per premise.

Guidelines

A leak adjustment may be granted when ALL of the following conditions are present:

- Customer notifies McGill Ruth Sewer & Water District of an excessive utility bill that may be related to a leak
- Water consumption exceeds the customer's average monthly usage or twice the average monthly usage over the previous 12-month period (dependent upon the type of leak)
- Leak occurred on the customer's side of the meter
- Plumber's receipt or other proof confirms the leak was repaired

No adjustments will be granted where any of the following situations exist:

- Usage above the customer's average monthly consumption is due to seasonal usage such as watering of sod, gardening, filling swimming pools or whirlpools, washing vehicles, etc.
- When leak continues for three (3) or more months, there will be no adjustment for the third or subsequent months.

- The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a McGill Ruth Sewer & Water District maintenance employee and that action results in loss of water.
- A leak adjustment was issued within the past two (2) years for the same premise.

Request a Leak Adjustment

Requests for water leak adjustments must be accompanied by a plumber's receipt or other proof of repair.

After all documentation has been received by the Manager, a determination will be made if the leak is adjustable or not.

While a leak adjustment request is being determined, the customer is responsible for payment of the **entire amount due** on their utility bills within the normal payment period; or the customer should request to enter into an agreed-upon payment arrangement. If this does not occur, the customer is subject to all current and applicable collection activities and termination of service processes for delinquent accounts.

Service Connections

The service connection extending from the water main to the property line and including the curb stop and/or meter, the General Improvement District shall maintain meter box and yoke. All pipes and fixtures extending or lying within the property line shall be installed and maintained by the owner of the property.

(June 15, 2020)

Upon new construction or replacement of a water service, all pipes and fixtures on homeowner's side of meter box shall require at least a 3-foot piece of polyethylene "poly" rated with a working PSI of 200 to be installed to the back of McGill Ruth Sewer & Water District box with a brass connection and will include a brass curb stop installed by the homeowner.

Sewer Service

The property owner will be responsible for his sewer line from his house to the sewer main.

New Parcel Fee [Revised May 20, 2024]

The fee for the tap or hook-up of a new parcel shall be \$750.00, in addition to the existing tap fees or hook-up charges in Paragraph C., subsection 2, above.

- Each residence shall have an individual service and shutoff, whether or not the homes

are constructed on the same lot.

Two or More Services

Two or more services to a single-family residence, such as garages or lawns, not specifically covered by the current rate schedule, will be charged the current rate in effect for a single-family dwelling in addition to the rate currently being charged.

Existing Residences

Existing residences where more than one is served by a single service shall be allowed to continue as long as all bills for sewer and water are kept current and all rules are followed.

Violation of Conditions

The District may, at its own discretion and at any time the above conditions are violated, decline to furnish sewer and water until separate services are provided. In all cases where sewer and water has been supplied to several parties or tenants from a connection with the supply controlled by one of the several parties, upon his or their failure to abide by the said Rules and Regulations, the sewer and water may be shut off.

Alterations or Extensions

No person shall make any alterations or extensions to any water pipe or fixture except in compliance with the provisions of these Rules and Regulations of the McGill-Ruth Consolidated Sewer and Water General Improvement District.

Trenches for Service Water Lines

Service water lines shall be placed and maintained in a covered trench with at least 48" of cover over the pipe in Ruth.

Master Valve

Every building or premise served by a sewer and water service line shall have a master valve installed to the house or building at the expense of the owner. In addition to the District valve, so that the occupant or owner can shut off the water supply to the building or premise without using the District valve, or requiring the General Improvement District to shut off the sewer and water to the property for any purpose.

Subdividers and Developers

Except as herein provided, subdividers and developers who install complete sewer and water facilities, including service taps to individual services in their developments are

exempt from the tap fees when these facilities are acceptably installed solely at the expense of the subdivider or developer. The normal connection charge will still be made at the time the service is requested by the customer.

➤ **Main Line Extensions (Adopted July 16, 1997)**

Developers and/or Subdividers shall deposit, in advance, the estimated engineering fee's required for services. The deposit amount will be refunded to the Developer and/or Subdivider if the project is complete within (1) year from the date of the deposit. If the Developer and/or Subdivider fail to complete the project within (1) year the deposit will be forfeited.

Tampering with Sewer and Water Mains

No person, other than authorized District personnel, shall open, close, operate, tamper with, tap or connect into any District valve or and District sewer and water mains, pipes, laterals, hydrants, or other valves or pipes owned or controlled by the District in connection with the municipal sewer and water works, unless authorized by the engineer.

Using Water from Sources Other than the District

No person, business or other entity within the District shall use water and/or sewer from any other source or by any other means other than through connection and use of the water and sewer system of the District.

Plans and Specifications for Mobile Home Parks and Recreational Vehicle Parks

Thirty days prior to the installation of any water and sewer service for any mobile home park, recreational vehicle park, or conversion from existing mobile home park to recreational vehicle park or recreational vehicle park to mobile home park, the owner, thereof shall submit plans and specifications to the District, which must be prepared by a licensed engineer. District's engineer must approve of the plans and specifications in writing prior to the construction of any water and sewer system for the purposes set forth in this paragraph.

DISCONTINUANCE OF SERVICE

Request for Discontinuance

1. A customer may have service discontinued by giving not less than one day's advance

Notice thereof at the office of the District. Charges for service may be required to be paid until the requested date of continuance, or such later date as will provide not less than the required one business day's advance notice.

2. When such notice is not given, the customer will be required to pay for the service until one business day after the District has knowledge that the customer has vacated the premises or otherwise has discontinued sewer and water service.

Delinquent Accounts

1. **(Revised November 21, 2003)** "Water and Sewer Service will be discontinued for non-payment in full for the previous two months; and for the current month billing."
2. **(Effective March 24, 1999) (Revised January 16, 2007)** In the event that the customer's water is disconnected for non-payment, the customer must do the following prior to reconnection of services:
 - 1.) Pay the bill due and owing to the District in full
 - 2.) The customer will have to pay two (2) months advance billing as a deposit
 - 3.) The customer will also have to pay a \$50.00 reconnect fee before service will be restored. **(Revised May 20, 2024)**

Late Fees

In the event that there is non-payment of water, sewer, and system obligation fees to the District on or before the next billing period, a late fee in the sum equivalent to 10% of the customer's monthly bill will be added to the bill as a penalty for late payment.

TERMINATION FOR NON-COMPLIANCE WITH RULES

The District may terminate service to any customer for violation of these rules three working days after it has given the customer written notice of such intention. Where safety of sewer and water supply is endangered, service may be discontinued or curtailed immediately without notice. Except as otherwise stated herein, upon non-compliance with these rules for a period of thirty (30) days shall enable the District to submit written notice of intention to terminate service to the customer.

TERMINATION FOR UNSAFE APPARATUS

If any condition is found to exist in a customer's premises which constitutes a hazard to health or which may contaminate the sewer or water supply or which threatens to damage any portion of the District's sewer or water system, or if the use of water whereon by apparatus, appliances, equipment, or otherwise is found to be detrimental or damaging to the water supply, the District or its customers, the service may be terminated without notice.

The District will notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

TERMINATION FOR FRAUDULENT USE OF SERVICE

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

RESTORATION OF SERVICE

Reconnection Charge (Revised May 20, 2024)

When service has been terminated for violation of this section or for non-payment of bills, the District shall charge \$50.00 for reconnection of service during working hours.

Reconnection During Working Hours

The District will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnections will be made on the regular working day following the day the request is made.

REFUSAL TO SERVE

Conditions for Refusal

The District may refuse to serve an applicant or existing customer for service under the following conditions:

- 1.) If the applicant or customer fails to comply with any provision of this chapter.

- 2.) If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers or system.
- 3.) If, in the judgement of the District, the applicant's installation for utilizing the service is unsafe or hazardous, or subject to freezing, or of such nature that satisfactory service cannot be rendered.
- 4.) Where service has been discontinued for fraudulent use, the District will not serve an applicant until it has been determined that all conditions of fraudulent use or practice have been corrected.

Notification to Customers

When an applicant is refused service under the provisions of these Rules and Regulations, the District will notify the applicant promptly of the reason for the refusal to serve, and of the right of the applicant to appeal the decision to the District Manager or to the Board of Trustees.

CONTINUITY OF SERVICE

Emergency Interruptions

1. The District will make all reasonable efforts to prevent interruptions of service, and when such interruptions occur, will endeavor to re-establish service with the shortest possible delay consistent with the safety to its customers and the general public.
2. Where any emergency interruption of service affects the service to any public fire protection device, the District will promptly endeavor to notify the Fire Department headquarters of such interruption and of subsequent restoration of normal service.

Scheduled Interruptions

Whenever the District finds it necessary to schedule an interruption of its service, it will, where feasible, notify all customers to be affected by the interruptions, stating the approximate time and anticipated duration of the interruption.

Scheduled interruptions will be made at such hours as will provide the least inconvenience to the customers, consistent with reasonable operations.

Apportionment of Water Supply During Times of Shortage

During times of threatened or actual water shortage, the District will apportion the supply in the manner that appears most equitable under the circumstances then prevailing, and with due regard to public health and safety.

Watering Restrictions

Use of outside water is prohibited between the hours of 10:00 a.m. and 5:00 p.m. during the months of May, June, July, August, and September.

Connection

When it is necessary for the District to replace any sewer or water main, the District will run the service to a point at or near the property line. It will be the responsibility of the customer to connect his service to this point.

SERVICE TO USERS OUTSIDE DISTRICT LIMITS (Amended 7/15/92)

The Board shall have the authority to make and enter into such contracts as may be necessary, convenient, or proper with respect to sewer and water service to improved property outside the territorial limits of the District, and with respect to the payment of proper charges for such service, including, without limiting the generality of the foregoing, connection; charges, and justly relating to, but in no case less than the rates established for users within the District. Provided that no such contract shall impair the ability of the Department to properly serve its customers within the District.

Users outside the District shall be charged at the same user charge rate as those users inside the District in the same class. All other charges (connection charges and pavement replacement fees, etc.) to applicants and customers outside the District limits shall be established by the Board.

SEWER AND WATER RATES [Revised May 20, 2024]

Water rates for all classes and types of use may be changed and set by Resolution of the Board. The District, after due public circulation in the District, shall adopt changes in sewer and water rates.

Until further resolution of the District, the monthly rates for sewer and water use and

Consumption shall be as follows:

WATER

WATER (Residential, Commercial, Church)

- \$26.75 Base- billed \$1 per 1,000 gallons up to 5,000
- \$2 per 1,000 for 5,000-10,000 gallons
- \$3.50 per 1,000 for 10,000-xxx

Base Rate to go up 3% in ongoing in Perpetuity

PARKS (on a 2" Service)

- \$193.95 Base Rate
- Will receive a tiered break; \$1.25 per 1,000 gallons up to 5,000 gallons, then \$2.50 per 1,000 on all water above 5,000

Base Rate to go up 3% ongoing in Perpetuity

SEWER [May 20, 2024]

- All customers will be charged the same base rate
- \$21.50 Base

***Base Rate to go up 3% ongoing in Perpetuity**

Obligation Fees (Revised June 22, 2010) (July 1, 2011) (Oct. 19, 2015) (May 20, 2024)

System Obligation Fees are charged to all parcels, whether or not presently receiving Service.

Water Obligation Fee: \$12.00 – Sewer Obligation Fee - \$18.00

Existing Service

Transaction fee: \$25.00

Fire Hydrants or Standby Pipe Outside District Limits

For any fire hydrant or standpipe installed outside the District limits, a charge of \$5.00 per month shall be assessed for fire standby. Installation of hydrants or standpipes outside the District limits must be done by request of the applicant.

Miscellaneous Fees

(Effective March 3, 1993) (Revised July 17, 2006) (Revised January 16, 2007)

Water turn-on fee (Regular Hours)	\$ 35.00
Water disconnect fee (Regular Hours)	\$ 35.00
Water turn-on fee (After hours- Non emergency)	\$150.00
Water turn-off fee (After hours- Non emergency)	\$150.00
Meter Testing (Refundable if meter is bad)	\$350.00
<u>EMERGENCY</u> disconnection and reconnections	\$0.00

During regular or after hours; *emergency must be due*

To water line break **(Revised October 19, 2015)**

****Meter Testing Fee is when Meter is pulled and sent off to be certified only; any testing done at the meter by maintenance is covered by the District.****

Hydrant Wrench loan fee/each loan	\$ 35.00
Hydrant Wrench replacement fee (If lost or damaged)	\$100.00

Commercial Companies Dumping Septic Refuse Into McGill Sewer Facility
(Revised August 15, 2002)

Commercial Companies dumping septic refuse into the McGill Sewer Facility will pay the following fees:

0-500 gallons	\$150.00
500 gallons (+)	\$1.50 per gallon

METERS

The tap fee as heretofore set forth shall be paid to the District prior to the installation of the meter and tap. Meters will be installed in the street or sidewalk area, and shall be owned by the District and installed and removed at its expense.

The District will pay no rent or other charge for a meter or other facilities, including connections. The District will seal all meters at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

Change in Location of Meters

Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at its expense.

TEMPORARY SERVICE

Duration of Service

Temporary service connections shall be disconnected and terminated within six months after installation unless the District grants an extension of time in writing.

Deposit

The applicant shall deposit, in advance, the estimated cost of installing and removing the facilities required to furnish said service, exclusive of the cost of salvageable material. Upon discontinuance of service, the actual cost shall be determined and an adjustment made as an additional charge, refund or credit. If service is supplied through a fire hydrant, the applicant will be charged in accordance with the following rate schedule:
(Revised May 15, 2023)

Flat Charge per connection, for both installation and

Removal of service facilities, including meter:	\$100.00
Each additional move of facilities to another location	\$30.00

See also fees for supply from Fire Hydrant.

Installation and Operation

All facilities for temporary service to the customer connection shall be made by the District and shall be made by the District and shall be operated in accordance with its instructions.

Responsibility for Meters and Installations

The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing temporary service from the time they are installed until they are removed, or until 48 hour notice in writing has been given to the District that the contractor or other person is through with the meter or meters and the installation. If the meter or other facilities are damaged, the customer shall pay the cost of making repairs.

Supply from Fire Hydrant

An applicant for temporary use of water from a fire hydrant must secure a permit from the District and pay the regular fee charged for temporary service connection. The applicant must provide himself with a hydrant wrench necessary to operate such a hydrant or pay the District \$35.00 for the loan of such equipment. The applicant must pay for the water used in accordance with the meter readings, at the rates prescribed by the District.

Unauthorized Use of Hydrants

Tampering with any fire hydrant or the unauthorized use of water therefrom, or for any other purpose is a misdemeanor, punishable by law.

Rates for Temporary Service

(Revised April 11, 2002, May 15, 2023)

The rates for temporary service shall be \$3.50 per 1,000 gallons. The minimum charge for water shall be \$75.00 per month.

Credit

The applicant shall pay the estimated cost of service in advance or shall be otherwise required to establish credit.

PUBLIC SEWER & WATER MAIN EXTENSIONS

Owner of One or More Lots or Parcel of Land

Any owner of one or more lots or parcels of land desiring an extension of one or more sewer and water mains to serve such property shall make a written application to the District. The application must contain the legal description of the property to be served and any additional information, which may be required by the District, and be accompanied by a map showing the location of the proposed connections.

Investigation and Survey of Extension

Upon receipt of the application, the engineer shall make an investigation and survey of the proposed extension and shall report his findings to the Board, including the estimated cost thereof. The Board shall thereupon consider said application and report, and after such consideration, either reject or approve it.

All extensions thus provided for, in accordance with this ordinance, shall be and remain the properties of the District after testing and final acceptance by the Board.

Excess Size of Facilities

Should the Board decide to install facilities greater than what is needed to meet the applicant's service demands as determined by the engineer, the cost of the excess size of facilities shall be borne by the District.

Dead-End Lines

No dead-end lines shall be permitted, except at the discretion of the Engineer, and in cases where circulation lines are necessary, they shall be designed and installed as part of the main extension, and the cost paid by the applicant.

Size, Type, and Quality of Materials

The District shall specify the size, type and quality of materials and location of the line. The applicant will be required to pay the cost of all necessary right-of-ways and easements for the construction of said line. The following general conditions shall apply in addition to any specific conditions set by the Engineer and the Board:

- a. Materials for construction of pipelines shall be AWWA C-900 PVC, or as approved by the Board and the Engineer.
- b. Lines and grades of water or sewer mains must be as approved by the Engineer. Depths of pipe shall be not less than four (4) feet to the top of the pipe in existing pavement areas, and not less than five (5) feet to the top of the pipe in areas where no pavement exists. Special requirements may be dictated if necessary, in the opinion of the Engineer.
- c. Valves shall be installed as required by the Engineer, and shall be installed at a point, which is approximately the intersection of the property lines nearest to the center of street intersections and the proposed water main.
- d. The Board shall approve fire hydrants. Hydrant valves shall be located five (5) feet from the hydrant unless otherwise approved by the Engineer.
- e. All main extensions shall meet the requirements of the Uniform Plumbing Code and State Health Regulations with the minimum size to be 8" in diameter.

Conditions Upon Approval by the Board

- a. When the Board approves of the proposed sewer or water extension, the applicant

shall advance the amount of such estimate and the line shall be installed by the District or installed under contract by a licensed private contractor acceptable to the Board and supervised by the District Engineer.

- b. Adjustments of any difference between the estimated and reasonable, actual total installed cost thereof shall be made after the completion of the installation. The District shall be paid the amount of any excess cost and shall refund the amount of any overpayment to the applicant. The District may make extensions to the facilities constructed under this section without obligation to the applicant.
- c. Should the Board determine that the cost of the main extension should be paid in whole or in part by the applicant, the District may, in lieu of requiring the applicant to deposit the cost of the main extension with the District, enter into an agreement with the applicant, whereby the applicant undertakes to provide for the installation of the facilities comprising the sewer and water main extension in accordance with the plans and specifications approved by the Board, and subject to inspection by the Engineer.
- d. In such event, the Board may require the applicant to post a Surety Bond, cash or other improvement security with the District to guarantee the satisfactory completion of the main extension in accordance with the plans and specifications approved by the District.

REIMBURSEMENT FOR MAIN EXTENSION

Paid by Property Owner

Where the cost of the main extension has been paid by the property owner, the District shall thereafter, but not longer than ten (10) years after the date that said extension was originally connected to the District, collect a portion of the cost of the extension from any sewer or water user connecting with a service tap.

Original Property Owner Installing Extension

That fraction of the cost of such extension, as approved by the Board, shall be the number of front feet held by said sewer or water users bears to the total number of front feet which may be served by such extension as determined by the Board at the time such extension is connected to the District. Such sums as are thus actually received by the

District shall be paid by the District only to the property owner originally installing such extension. The District shall in no way be obligated to assure that the property owner making such extension is paid the total thereof, nor to initiate any action, or to incur any expense to collect any sums to be paid to property owners.

Different Property Owners

When different property owners, including the District, contribute to the construction of the extension, such sums shall be refunded to such property owner's pro-rata, according to the amounts, which they contributed towards the extension and pursuant to the preceding plan. This shall include the right of the District to recover, on a pro-rata basis, the cost of any oversizing participated in by the District.

Special Conditions

Where special conditions exist, in the opinion of the Board, which justify reimbursement of persons paying the cost of a main extension on any other basis other than that provided above, the Board may authorize a special reimbursement contract by the District and the person requesting the main extension. Said special reimbursement agreement shall be made and entered into prior to commencement of the work.

SUBDIVISIONS

Sewer and Water Service to a New Subdivision

A person desiring to provide sewer and water service to a new subdivision shall make written application thereof to the Board. The application shall include a legal description and the name of the subdivision. It shall be accompanied by a copy of the tentative and/or final map and of the plans, profiles, and specifications for all construction improvements within the subdivision, including any sewer and water main extension. Upon receiving the application, the Engineer shall make an investigation of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required.

The subdivider shall provide for the construction of the sewer and water facilities in accordance with the plans and specifications approved by the Board and subject to inspection by the Engineer. The agreement shall also provide for the payment by the subdivider of all costs and expenses of the District relating to the installation of the subdivision's sewer and water system, including, but not limited to the District's cost of

engineering, inspection, legal and administrative expenses, and may provide for the deposit by the applicant of cash or Surety Bonds or other improvement security satisfactory to the District to guarantee the faithful performance of the agreement for the sewer and water installation. Said cash deposit, Surety Bond, or other improvement security shall be in the sum or sums of the estimated cost of the engineering, inspection, legal and administrative expenses of the District. The estimated cost of the installation of the sewer and water system, and said bond or improvement security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the sewer and water system to be installed, pursuant to the agreement for a period of time of one (1) year following the completion and acceptance of the work by the Board.

MATTER EXCLUDED FROM ALL SEWERS

(Amended 7/15/92)

Sewage, waste or any matter having any of the following characteristics shall, under no 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 the sewer system:

1. Ashes, cinders, sand, earth, coal rubbish or any matter which is chemically or physically stable for at least five (5) days at twenty degrees centigrade (20 C) or which would form a deposit or obstruction or damage or reduce the capacity of the sewer into which it was placed.
2. Inflammable, explosive or poisonous liquids, gases or solids or any matter which after entrance into a sewer might reasonably be expected to form in any way such flammable, explosive, or poisonous liquids, gases or solids.
3. Liquid matter of any nature containing suspended solids in excess of one thousand (1,000) parts per million (1,000,000).
4. Matter of any nature containing five (5) day biochemical oxygen demand in excess of three hundred (300) parts per million (1,000,000) or any petroleum products.
5. Animal or vegetable greases, oils or matter containing animal or vegetable

greases or oil of any nature in excess of three hundred (300) parts per million.

6. Liquid matter with a hydrogen ion (pH) concentration below five and five-tenths (5.5) or above nine and zero tenths (9.0).
7. Any matter that would be poisonous to or inhibit the biologic organisms associated with any sewage treatment process, and which, in the opinion of the Engineer, might interfere with the satisfactory operation of any treatment facility or any portion of the sewer system.

Upon obtaining the written approval of the Engineer, sewage wastes or other matters herein excluded may be discharged into the sewage system upon the payment to the District of the additional costs for processing the same as hereinafter provided and set forth.

MATTER EXCLUDED FROM STORM SEWERS

(Amended 7/15/92)

In addition to the matter excluded heretofore, all other matter of any nature shall be excluded from those parts of the sewer system designated by the Engineer as storm sewers, excepting only surface drainage waters. Such drainage water shall be directed into storm sewer only under the authorization and direction of the Engineer.

MATTER EXCLUDED FROM SANITARY SEWERS

(Amended 7/15/92)

In addition to the matter excluded heretofore, all surface drainage water shall be excluded from all parts of the sewer system designated by the Engineer as the Sanitary Sewer System. This shall include roof drains and other sources of uncontaminated water.

BIENNIAL REVIEW OF OPERATION AND MAINTENANCE CHARGES

(Amended 7/15/92)

The Board shall review not less often than every two (2) years the waste water contribution of users and user classes, the total cost of operation and maintenance of the treatment works, and its approved user charge system. The Board shall revise the charges for users or user classes to accomplish the following:

1. Maintain the proportionate distribution of operation and maintenance costs among

users and user classes as required herein;

2. Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) for the treatment works;
3. Apply excess revenues collected from a class of users to the costs of operation and maintenance attributable to that class for the next year and adjust the rate accordingly;
4. The Board shall make any increase in “user charge” by resolution.

ANNUAL NOTICE TO USERS

(Amended 7/15/92)

Notification

Each user will be notified, at least annually, in conjunction with a regular bill of the rate and that portion of the user charges or advalorem taxes which are attributable to wastewater treatment services. This notice shall separate user charge from other fees.

INCONSISTENT AGREEMENTS

(Amended 7/15/92)

The District may have pre-existing agreements which address: 1) the reservation of capacity in the District treatment works, or 2) the charges to be collected by the District in providing wastewater treatment services or reserving capacity. This user charge system shall take precedence over any terms or conditions of agreements or contracts between the District and users (including industrial users, special districts, other municipalities, or Federal agencies or installations) which are inconsistent with the requirements of Section 204 (b) (1) (A) of the Act and the regulations of the U.S. EPA, September 27, 1978.

DESIGN, CONSTRUCTION OF NEW CONNECTIONS, INFLOW SOURCES

(Amended 7/15/92)

No new connection shall be made to the District Sewer System unless the same is properly designed and constructed; inflow sources including but not limited to roof leaders, cellar, yard, and area drains, foundation drains, cooling water discharges, drains from springs

and swampy area, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface run-off, street wash waters, or drainage shall not be permitted to be connected to the sewer system. The minimum design standards and requirement shall conform to the latest editions of the Uniform Building and Plumbing Codes as adopted by White Pine County.

GENERAL PROVISIONS

(Section No. Changed 7/15/92)

Pools and Tanks

When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District facilities, and if other consumers are not inconvenienced thereby.

Responsibility for Equipment

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

A. Water Taken Without Regulation Application Being Made.

A person taking possession of premises and using water from an active service connection without having made application to the District for sewer and water service, shall be held liable for the sewer and water services from the date of the last recorded metered or flat rate billing, and if there is no meter, or the meter is found inoperative, the quantity consumed will be estimated. If proper application for sewer and water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

Damages Through Leaking Pipes and Fixtures

When sewer and water services are requested, the customer must be present. The District will endeavor to ascertain if the water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the curb cock on the inlet side of the meter. The District's jurisdiction and responsibility ends at the meter and the District will in no case be liable for damages occasioned by water running from open faulty fixtures, or from broken or damaged pipes from the meter to the premises.

Payments

Payments for water, sewer, and systems obligation fees are due on the first day of the month in which payment is due. Accounts will be considered delinquent after the 15th day of the month.

Property Liens & Foreclosures [Revised May 20, 2024]

A lien will be placed on a property for non-payment at the end of six months. A lien fee charge of \$150 will be placed on the account to cover costs associated with the recording of the lien.

Foreclosures (July 2016) (December 19, 2019)

It is the policy of the District that all delinquent accounts with delinquencies totaling \$5,000 or more shall be reviewed by the Board, staff, and the District's legal counsel for possible foreclosure. The Board shall consider whether to initiate foreclosure proceedings based on a number of factors including the amount and length of delinquency, amount of delinquency as compared to other delinquent accounts and other factors deemed relevant by the Board, staff, and legal counsel. All foreclosure proceedings, including the commencement of such proceedings shall be approved by the Board in consultation with its legal counsel and any such proceedings shall be conducted in conformity with applicable Nevada law. It is the policy of the District that decisions regarding foreclosure proceedings shall be focused on the economics of the process and shall not in any manner be based on the identity of the individual(s) responsible for the account.

Return Check Policy

(Established May 14, 2001) (Revised January 16, 2007)(Revised May 20, 2024)

If a customer issues a check or other instrument of payment of services, which is returned unpaid by the District's financial institution, a charge of \$50 will be assessed.

A letter demanding payment and 'Notice of Termination of Service' will be issued requesting cash or money order in the amount of the returned check plus the \$50 service fee. The customer will have ten days from the date of the postmarked request for payment and 'Notice of Termination' to bring to account current. Only cash or money order will be accepted to satisfy the delinquent account and subsequent invoices. If the terms of the 'Notice of Termination' are not satisfied in a timely manner, water service will be terminated within twenty-four hours and a re-connect fee of \$50 shall be charged to the customer making application for service. In no instance will any new accounts be established until all prior delinquent amounts are paid.

All returned checks are subject to prosecution under the Nevada Revised Statutes, NRS 205.130. All unsatisfied account balances and applicable charges will be turned over to legal counsel for collection, 30 days after the termination of service.

Customers in long-time good standing shall be given a second chance for writing checks for their bills with the District. If a customer in long-time good standing writes a second check for payment of services, which is returned unpaid by the District's financial institution, all check writing privileges will be rescinded for a period of one year.

Customers not in long-time good standing shall be denied check-writing privileges for a period of one year.

Combining of Parcels

(January 10, 2002)

It is the responsibility of the legal owner of the real property to contact the District upon the combination of parcels of real property. The District will require a copy of said information and any new Assessor's parcel number from the White Pine County Assessor's Office. The owner pays if the legal owner of the parcel fails to notify the District, the District will not be responsible for any reimbursement of Obligation Fees. The Board may authorize a reimbursement to the legal owner requesting reimbursement of Obligation Fee's paid in error.

Internal Control Policies and Procedures

(Adopted April 21, 2008)

- A). The person responsible for opening mail and accepting payments does not post payments
- B). The employee's responsible for posting payments and opening mail will not make the bank deposit
- C). The person who is a signer on the account does not make out the checks
- D). The person who is running payroll reports and checks will not make general ledger entries
- E). The Board Members will review bank reconciliations on a monthly basis which is our practice and provided in Board correspondence
- F). Balance Sheet will be reviewed by an outside source on a quarterly basis.

Cross Connection Controls

Established January 2015; See Cross Connection Control Program

The District will establish authority to maintain and enforce a cross connection control program.

Privacy Policy/ACH Banking Customers

The District will not share or distribute any customer banking information collected for automatic payments through its ACH payment collection. This information will only be used for business purposes in the collection of water, sewer, and/or system obligation fees.

Conflict of Interest Policy

(adopted October 19, 2021)

STATEMENT OF PURPOSE

This policy is intended to provide guidance in identifying and handling potential and actual Conflicts of Interest relationships by Board Members, Officers and Employees of the McGill Ruth Sewer and Water District ("District"). This policy is intended to protect the District when it contemplates entering into a transaction or arrangement that might benefit the private interest of a Board Member, Officer, or Employee of the District. Board Members, Officers, and Employees of the District are expected to conduct their relationships with each other, the District, and outside organizations with the utmost objectivity, integrity, and honesty.

This policy is intended to supplement but not replace any applicable state and federal laws governing Conflicts of Interest applicable to the District.

II. AUTHORITY

This policy establishes the authority of the District to manage all Conflicts of Interest associated or affiliated with the District and its Board Members, Officers, or Employees.

The Nevada Revised Statutes (“NRS”) 281A.400 - 281A.480 detail the code of ethics applicable to public officers and employees of subdivisions of the State of Nevada, including restriction on conflicts of interest. Various federal grant statutes also contain Conflict of Interest provisions including, but not limited to those necessary for the receipt of Community Development Block Grants (24 C.F.R. § 570.489(h)) and United States Department of Agriculture funding for rural utility services (7 C.F.R. § 1780.70). To the extent the District applies for additional federal or state funding necessitating a Conflict of Interest Policy, Code of Conduct, or other similar internal regulation, this policy shall be employed and revised by the Board as needed to conform to the requirements of such state or federal regulation.

III. APPLICABILITY

This policy applies to all Board Members, Officers, and Employees of the District.

IV. DEFINITIONS

Board Member: Any of the individuals comprising the McGill Ruth Sewer and Water District Board of Trustees.

Board of Trustees/Board: The elected executive committee formed pursuant to NRS 318.080 *et seq.* that jointly supervises the activities of the District.

Compensation: Direct or indirect remuneration as well as gifts, favors, or services that aren’t insubstantial as determined by the Board of Trustees of the District.

Conflict of Interest: An individual may have a potential Conflict of Interest when:

1. He/she or any member of his/her family may receive a financial or other significant benefit as a result of the individual’s position at the District;
2. The individual has the opportunity to influence the District’s policies or activities in a manner that leads to personal gain or advantage; and
3. The individual has an existing or potential financial or other significant interest which impairs or might impair the individual’s independences in the discharge of his/her responsibilities to the District.

Generally, a Conflict of Interest exists when the independence of judgment of a reasonable person in the situation would be materially affected by the individual’s:

1. Acceptance of a gift or loan;
2. Financial interest; or
3. Commitment in a private capacity to the interest of others.

District: The McGill Ruth Sewer and Water District.

Employee: Any person who is employed full- or part-time by the District.

Family: The spouse, domestic partner, parents, siblings, children, and any other relative who resides in the same household as the Board Member, Officer, or Employee of the District.

Financial Interest: A person has a financial interest if the person has directly or indirectly through business, investment, or family:

1. An ownership or investment interest in any entity with which the District has a transaction or arrangement;
2. A compensation arrangement with an entity or individual with which the District has a transaction or arrangement;
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the District is negotiating a transaction or arrangement.

Officer: A person employed full- or part-time by the District in a supervisory position or other position of management.

V. PROCEDURE

A. DISCLOSURE

In connection with any actual or possible Conflict of Interest, a Board Member, Officer, or Employee of the District must promptly disclose the existence of the interest to the Board of Trustees using the District Conflict of Interest Statement (*Attachment A*). The individual shall also be given the opportunity to disclose all material facts to the Board of Trustees during a Board of Trustees' meeting for consideration and determination of the existence of a Conflict of Interest.

B. REVIEW

Determination of whether a conflict of interest exists in a particular instance will often be a matter of judgment. The activities of the Board Members, Officers, and Employees must be governed by thoughtful and shared consideration of the circumstances in applying the appropriate determination.

After disclosure of an actual or potential Conflict of Interest and all material facts and after discussion with the interested person, he/she shall leave the Board of Trustees' meeting while the determination of a Conflict of Interest is discussed and voted upon. Any

Board Member presenting an actual or potential Conflict of Interest must recuse themselves from any debate or discussion and determination of their actual or potential Conflict of Interest. The remaining Board Members shall decide if a Conflict of Interest exists.

C. ADDRESSING CONFLICTS

1. At the Board's discretion, an individual with a determined Conflict of Interest may make a presentation at a Board of Trustees' meeting regarding the proposed transaction or arrangement, but after the presentation he/she shall leave the meeting during the discussion of and the vote on the transaction or arrangement involving the Conflict of Interest.
2. The Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Board shall determine whether the District can obtain with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.
4. If a more advantageous transaction or arrangement isn't reasonably possible under circumstances not producing a Conflict of Interest, the Board shall determine by majority vote of disinterested Board Members whether the transaction or arrangement is in the District's best interest. In conformance with this determination, the Board shall determine if it will enter into the transaction or arrangement.

D. NONCOMPLIANCE

If the Board has reasonable cause to believe an individual has failed to disclose actual or possible Conflicts of Interest, it shall inform the member of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose.

Possible violations of this policy, including alleged deliberate and/or dishonest undisclosed conflicts, may be investigated at the instruction of the Board.

If, after hearing the individual's explanation and making further investigation as warranted by the circumstances, the Board determines the individual failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

E. Records

The minutes of the Board of Trustees' meeting shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible Conflict of Interest, the nature of the interest, any action taken to

- determine whether a Conflict of Interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
2. The names of the person who were present for the discussion and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

VI. Reporting

All Board Members, Officers, and Employees of the District shall complete and sign a Conflict of Interest Statement (*Attachment A*). Such statement will serve as a reminder and control mechanism, but does not modify the obligation for Board Members, Officers, and Employees to report actual, potential, and/or perceived conflicts as they arise.

VII. Interpretation

This policy does not propose to describe all Conflicts of Interest situations which may arise involving the District. Therefore, Board Members, Officers, and Employees of the District must use good judgment to avoid any appearance of impropriety. Board Members, Officers, and Employees with questions about this policy or its application should err on the side of caution and transparency and seek advice from the District.