

**OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
ADMINISTRATIVE CODE CHAPTER 2 SEWER CODE**

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DIVISION I

DIVISION II ADMINISTRATION

Section 2.01 Title

This Chapter shall be known as the "Sanitary Sewer Service Code," and may be cited as such.

Section 2.02 Scope

The provisions of this Chapter shall apply to the discharge or disposal of all wastes including any material which may cause pollution of underground or surface waters in, upon, or affecting the territory of the Olympic Valley Public Service District, and the design, construction, alteration, use, and maintenance of public sewers, house laterals, industrial connections, liquid waste pretreatment plants, sewage pumping plants, sand and grease interceptors; the issuance of permits and the collection of fees therefore and fees to pay for the cost of checking plans, inspecting construction, and making record plans of the facilities permitted hereunder; and providing penalties for violation of any of the provisions thereof.

Section 2.03 Amendments

This Chapter was adopted by the District on June 30, 1988, by Ordinance 88-2. Any future changes, additions, or deletions to this Chapter will be accomplished by adoption of future Ordinances amending, adding or repealing Sections in this Sanitary Sewer Service Code.

DIVISION III DEFINITIONS

Section 3.01 Scope

The words and phrases appearing in this Chapter shall have the following meanings, unless it shall be apparent from the context that they have a different meaning.

Section 3.02 Accessory Dwelling Unit (ADU)

An attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling.

The total area of floor space of an attached ADU shall not exceed 50 percent of the proposed or existing primary dwelling living area. The total area of floor space for an attached or detached ADU shall not exceed 1,200 square feet.

ADUs are owned by the same owner of the Single Family Dwelling on the parcel.

ADUs can also be referred to as a “mother-in-law unit”, “second unit”, or “granny flat”.

ADU Connection Fees are applied as follows:

Scenario	Connection Fee (Y/N)	Physical Connection
Attached or detached ADU that does not increase the existing space of an existing primary residence and / or ancillary structure	No	No New Connection
Attached or detached ADU that increases the existing space of an existing primary residence and / or ancillary structure	Yes	New Connection Possible
Construction of an attached or detached ADU concurrent with primary residence	Yes	Two Connections Possible
Discovery of an existing attached or detached ADU	No	Inspection and Testing of Connection Possible

ADUs are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

ADUs are served by a single water meter serving the Single Family Dwelling and ADU.

Section 3.03 Apartment

Consist of five (5) or more independent living spaces in one building. They have common areas and amenities for everyone in the complex to enjoy. There are no private yards for apartment dwellers. Apartments are usually anywhere from 1 to 3 bedrooms with 1 to 2 bathrooms. They also usually have adjoining walls, floors, and ceilings with other tenants.

An apartment complex is owned by a single entity and leased out to individual tenants.

An apartment is different than a condominium in that an apartment is a unit in a larger building with one owner, where a condo is a unit in a larger building and each unit can be individually owned.

A Multi-Family Residential Unit Connection Fee applies.

Apartments are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

An apartment building is served water by a master-meter.

Section 3.04 Board

"Board" means the Board of Directors of the Olympic Valley Public Service District.

Section 3.05 Building Lateral

The sanitary sewer pipeline extending from outside of the building foundation to the service lateral connection point at the point of service (usually located at the property line or sewer easement line). The cleanouts at the building foundation and service lateral connection point are part of the building lateral.

Section 3.06 Building Sewer

That part of the piping of a drainage system which ends at a point five (5) feet outside the foundation of the building or structure and discharges to the building lateral.

Section 3.07 Collection System

The system by which sewage is collected throughout the service area within the District, including but not limited to, private sanitary sewage facilities, lateral sewers, main line sewers, interceptors, pumping plants and all other appurtenances.

Section 3.08 Commercial

Any use on lands or buildings where the owner is engaged in trade or business including, but not limited to, hotels, motels, restaurants, stores, service stations, schools, churches, professional offices, retail stores, etc. See the definition for "Hotel / Motel Unit" in this section.

Connection Fees are based on meter size.

User Fees consist of a Commercial base rate as well as a flat rate for consumption for any gallons in excess of 75,000 gallons per year.

Commercial units are served by individual meters.

Section 3.09 Condominium

Condominium, or condo, units are individually owned, each owner receiving a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc. that unit and sharing in joint

ownership of any common grounds, passageways, etc. and common property (i.e. elevators, halls, roof, stairs, etc.) under the umbrella of an HOA. Condo owners only own the interior of their unit. They also usually have adjoining walls, floors, and ceilings with other units.

A condominium unit is an individually owned residential parcel or dwelling unit within a Condominium Development.

A condominium is different than an apartment in that a condo is a unit in a building where each unit is individually owned; an apartment is a unit in a larger building with one owner. Townhomes are considered to be the same as condominiums.

A Condominium Unit may have a "Lock-Off Unit". See the definition for "Lock-Off Unit" in this section.

A Multi-Family Unit Connection Fee applies to each Condo Unit. Condominium buildings are also charged Commercial Connection Fees for the meter installed to serve all other water demands on the property.

Condominiums are charged User Fees established for Multi-Family Residential Units. There are no consumption charges. In addition, Commercial User Fees (base rate and consumption charges) are charged to serve all other water demands on the property.

All Condominium units are served water by a master-meter and the building's commercial uses are served water by a separate meter(s).

Section 3.10 Condominium – Commercial

"Commercial Condominium" shall have the same meaning as a residential condominium with the additional provision that it is managed in such a manner as determined by the District to be of a commercial nature or it is configured such that treating it as a commercial condominium would be the most equitable means of billing the user.

Section 3.11 Condominium – Residential

"Residential Condominium" shall mean an estate in real property consisting of an undivided common interest in a portion of a parcel of real property together with a separate interest in a living unit of the residential multiple unit.

Section 3.12 Cooking Facilities

A facility used or designated to be used for the cooking or preparation of food and includes any full-size refrigerator, stovetop and oven, kitchen sink, microwave, and / or dishwasher.

"Cooking Facilities" are different from a "Kitchenette" in that "Cooking Facilities" contain a full-size refrigerator, stovetop, oven, kitchen sink, or dishwasher.

Section 3.13 County Health Officer

"County Health Officer" means the County Health Officer of the County of Placer, or his authorized deputy, agent, representative, or inspector.

Section 3.14 Customer

"Customer" shall mean any person described herein who receives sanitary sewer service from or discharges sewage to the District system.

Section 3.15 District

"District" means the Olympic Valley Public Service District.

Section 3.16 District Manager

"District Manager" shall mean the Manager of the District or other person designated by the Board or the Manager to perform the services or make the determinations permitted or required under this Chapter by the District Manager.

Section 3.17 Domestic Sewage

"Domestic Sewage" means the waterborne wastes derived from the ordinary living processes and of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private sewage disposal system.

Section 3.18 Duplex

A house that accommodates two separate families or residents at the same time, with two separate entrances from the outside for each. Usually, when looking at a duplex it will look like a large house, but it will have two entrances to the two separate living spaces. They can be side by side, one story, or two stories. Inside it will have all the rooms you would expect in a single-family home including bathrooms, a kitchen, bedrooms, etc. On some occasions there will also be two garage doors. The owner is responsible for interior and exterior upkeep, landscape, etc.

Duplex ownership is generally single ownership for the entire structure, deeded as one parcel.

There are also triplexes and quadplexes that are the same but have three (3) and four (4) living spaces (units), respectively, instead of the two units in the duplex.

A triplex and quadplex are different than an apartment building in that the number of units in the building is less than five.

A duplex is different than a halfplex in that a duplex has one owner for the entire parcel. Each unit of a halfplex can be individually-owned and each unit has its own parcel number.

A Multi-Family Residential Unit Connection Fee applies to each units of the Duplex.

Duplexes are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

Duplex units are served water by a single water meter, serving both units.

Section 3.19 Effluent

"Effluent" means the liquid flowing out of any treatment plant or facility constructed and operated for the partial or complete treatment of sewage or industrial waste.

Section 3.20 Fixture Units

"Fixture Units" means fixture unit load values for drainage piping and plumbing, and shall be as specified in the Uniform Plumbing Code.

Section 3.21 Frontage

"Frontage" means the length or width in feet applied to a lot based on the benefit received from the abutting sewer line, as determined by the District.

Section 3.22 Halfplex

A halfplex is one-half of an attached residence. There are two halfplexes per building, but each unit can be individually owned and each has its own parcel number. For all practical purposes, a halfplex is like a single family residence that shares a common wall.

Owners own their unit's interiors and exteriors, including roof, lawn, and driveway (sometimes), but not the common areas. The responsibility of landscape maintenance, exterior maintenance and repair, etc. is on the individual owner, generally meeting the requirements of CCRs.

A halfplex is different than a duplex in that each unit is deeded separately and each has its own parcel number; a duplex has one owner for the entire parcel.

A Single Family Dwelling Connection Fee applies to each unit in the halfplex.

Each halfplex unit is charged User Fees established for Single-Family Residential Units. There is no charge for consumption.

Each unit is served by an individual water meter.

Section 3.23 Hotel / Motel Unit (Also includes Bed & Breakfast Establishments)

A mixed-use establishment providing lodging and other guest services, rented out on a day-to-day basis. It is typically a single room with a bathroom facility and sometimes a kitchenette. A hotel room may include two rooms with two bathrooms with or without a single kitchenette. A hotel unit does not contain Cooking Facilities. Hotels include Bed and Breakfast establishments.

A Hotel is an individually owned commercial parcel.

A Hotel is different than a condo in a rental pool in that a hotel unit is owned by the building owner; a condo unit is individually owned and there are many owners in a condo building.

A Hotel room (unit) is the same as a condo unit in a rental pool in that a hotel unit is used for lodging on a short-term basis; a condo unit in a rental pool has similar use.

Commercial Connection Fees apply to Hotels and Motels.

User Fees consist of a Commercial base rate and flat rate for consumption.

Hotels are served water by a master-meter and the hotel's commercial uses may be served water by a separate meter.

Section 3.24 Industrial Waste

"Industrial Waste" means any and all waste substances, liquid or solid, except domestic sewage, and includes among other things radioactive wastes and explosives, noxious or toxic gas when present in the sewage system.

Section 3.25 Inspector

"Inspector" means the authorized inspector, deputy, agent or representative of the District.

Section 3.26 Interceptor

An "Interceptor" is a device designed and installed so as to separate and retain deleterious, hazardous or undesirable matter from wastes. "Interceptor" shall also mean a major sewer line that

collects waterborne wastes from several trunks or pumping stations and conveys it to a sewage treatment plant.

Section 3.27 Kitchenette

A small cooking area usually in hotel type facilities that could include a coffee maker, microwave oven, toaster oven, dorm / half-refrigerator, and / or a bar sink.

A "Kitchenette" is different from "Cooking Facilities" in that a "Kitchenette" does not contain a full-size refrigerator, stovetop, oven, kitchen sink, or dishwasher.

Section 3.28 Licensed Contractor

"Licensed Contractor" means a contractor having a valid license issued pursuant to Chapter 9, Division 3, of the Business and Professions Code, State of California, which license includes the activities listed on permit applied for.

Section 3.29 Lock-Off Unit

Condominium units and hotels are often constructed with Lock-Off Units. A condominium with a Lock-Off Unit, sometimes called a lockout unit, is a condominium that can be divided into two or more separate sections by a locking door. The owner of a Lock-Off has several options when it comes to renting out the unit: they can rent the entire unit to one party, stay in one part of the unit and rent out the parts, or rent out all parts to different parties. While the main, or full unit, may have a full kitchen and laundry facilities, the Lock-Off Unit(s) will likely look more like a hotel room - with one room, a bathroom, possibly a kitchenette, and a separate door to enter or exit to the hallway or outdoors.

Lock-off Units are owned by the same owner as the main unit and have the same parcel number as the main unit.

Lock-Off Units are different than an apartment in that it can be joined to another living unit under common ownership by unlocking a door internal to the condo unit.

A Multi-Family Residential Unit Connection Fee applies to each Lock-Off Unit. The main condominium unit is also charged a Multi-Family Residential Unit Connection Fee.

Lock-Off Units are charged User Fees established for Multi-Family Residential Units. In addition, the main, or full, unit is charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

All Lock-Off Units are served water by a master-meter along with other condo units. The condominium's commercial uses are metered separately.

Section 3.30 Lot

"Lot" means any piece or parcel of land bounded, defined, or shown upon a map or deed recorded or filed in the office of the County Recorder of Placer County, provided, however, that in the event any building or structure covers more area than a lot as defined above, the term "lot" shall include all such pieces or parcels of land upon which said building or structure is wholly or partly located, together with the yards, courts and other unoccupied spaces legally required for the building or structure.

Section 3.31 Main Line Sewer or Force Main Sewer

"Main Line Sewer" or "Force Main Sewer" means any public sewer in a dedicated right of way in which changes in alignment and grade occur only at manholes, or where angle points or curves between manholes have been approved by the District. Such sewer lines are generally six (6) inches or more in diameter.

Section 3.32 Mixed Use Facilities

Parcels or facilities with both residential and commercial uses.

Connection Fees are charged based on the land use.

User Fees are charged based on the land use. The commercial portion will be charged a commercial base rate and consumption rate. The residential portion will be charged in accordance with its land use. See the most recent rate schedule adopted via resolution..

Commercial and residential uses shall be separately metered.

Section 3.33 Multiple "Single Family Units"

Multiple "Single Family Units" as used herein means any residential housing facility containing two or more separate living units as defined for "Single Family Dwelling Unit" in this section. Separate, as used herein, means isolated by means of partition, wall, door, floor, ceiling, or other obstruction, which detaches one living unit from another.

Examples of Multi-Family Units include Condominiums, Townhomes, Apartments, Duplex units, Accessory Dwelling Units (ADUs), Lock-Off Units (with or without Cooking Facilities or Kitchenette).

Section 3.34 Ordinance

"Ordinance" means an ordinance of the Olympic Valley Public Service District.

Section 3.35 Owner

"Owner" shall mean any person who by lease, contract of sale, deed, deed with security as trust deed, mortgage, or other evidence of indebtedness, estate or other color of right, or color of title, has fee title or demonstrates, or ostensibly demonstrates the authority to grant, or accept the incidents of ownership to any lot, premises, or parcel of land.

Section 3.36 Permittee

"Permittee" means the person to whom a permit has been issued pursuant to the provisions of this chapter.

Section 3.37 Person

"Person" shall mean any person, firm, company, corporation, partnership, association, any public corporation, political subdivision, city, county, district, the State of California, or the United States of America, or any department or agency thereof.

Section 3.38 Pollution of Underground or Surface Waters

"Pollution of Underground or Surface Waters" means affecting such waters in a manner which, if allowed to continue, would render them unfit for human or animal use or toxic to vegetation to an extent adversely affecting plant growth.

Section 3.39 Point of Service

"Point of Service" shall mean the point of physical connection of private sanitary sewer facilities to the public sewer. For residential customers, this is typically the sanitary sewer easement or property line. The Point of Service defines the interface between the District and private ownership of sewer facilities.

Section 3.40 Premises

"Premises" shall mean any lot, or any piece or parcel of land comprising two or more lots of record in one ownership, or any building or other structure or any part of any building or structure used or useful for human habitation or gathering or for carrying on a business or occupation or any commercial or industrial activity.

Section 3.41 Private Fixtures

"Private Fixtures" are those which are intended for the use of an individual, or which are limited to the use of the employees of a business, provided that the number of employees in that business at any one time does not exceed the ratio of five employees to each restroom.

Section 3.42 Private Sanitary Sewer Facilities

The system of pipelines, manholes, cleanouts, pump stations, interceptors, building laterals, and/or related appurtenances, not operated or maintained by the District, that carry liquid and waterborne waste from residential, commercial, or industrial facilities to the District's sanitary sewer system.

Section 3.43 Private Sewer

"Private Sewer" means a sewer system serving an independent sewer disposal system not connected with a public sewer and which accommodates one or more buildings or industries.

Section 3.44 Public Fixtures

"Public Fixtures" are those which are intended for the use of the employees of a business when the ratio of employees per restroom exceeds 5 to 1; or those fixtures in a business which are for unrestricted use by clients or customers of the business; or members of the public; or those which are located in places to which the public is invited, or places which are frequented by the public without special permission, or other installations where fixtures are installed so that their use is similarly unrestrictive.

Section 3.45 Public Sewer

"Public Sewer" means a sewer that is controlled by or under the jurisdiction of the District.

Section 3.46 Saddle

A "Wye Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 45 degree angle from the main line sewer pipe.

A "Tee Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 90 degree angle from the main line sewer pipe.

Section 3.47 Section

"Section" means a section of this chapter unless some other ordinance, chapter or statute is mentioned.

Section 3.48 Seepage Pit

A "Seepage Pit" is a lined excavation in the ground which receives the discharge of a septic tank, so designed as to permit the effluent from the septic tank to seep through its bottom and sides.

Section 3.49 Septic Tank

A "Septic Tank" is a watertight receptacle which receives the discharge from a sewage system designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through a drain field system or one or more seepage pits.

Section 3.50 Service Lateral

"Service Lateral" means the sanitary sewer piping which extends from the District main pipeline to the point of service (usually the property line or sewer easement line cleanout). The point of service cleanout is part of the building lateral.

Section 3.51 Sewage

"Sewage" means any waterborne or liquid wastes including domestic sewage and industrial waste, but does not include or mean storm water, ground water, roof or yard drainage.

Section 3.52 Sewage Pumping Plant

"Sewage Pumping Plant" means any works or device used to raise sewage from a lower to a higher level or to overcome friction in a pipe line.

Section 3.53 Single Family Dwelling Unit

"Single Family Residential Unit (SFU)," for the purpose of this chapter, shall mean a residential housing facility containing no more than one living unit. "Living unit" as used herein means any building or portion thereof containing the following:

- Cooking Facilities; and
- A sleeping area or sleeping accommodations, and
- A bathroom facility

See definition for "Cooking Facilities" in this Chapter.

"Bathroom Facility," as used herein, means an area containing a toilet and bathtub or shower.

A Single Family Dwelling is a parcel with a single-family residential dwelling unit.

A Single Family Dwelling is an individually owned residential parcel.

A Single Family Residential Unit Connection Fee applies.

Single Family Dwelling Units are charged User Fees established for Single Family Residential Units. There are no consumption charges.

A Single Family Dwelling is served by a single water meter.

Section 3.54 Street Property Line

As used in this chapter, "Street Property Line" means a State or County right-of-way line or a road easement line immediately adjacent to the premises.

Section 3.55 Swimming Pool

"Swimming Pool" means all swimming or wading pools containing 2,000 gallons of water or more.

Section 3.56 Tapping

"Tapping" means the forming of a Tee or Wye branch connection to a main line sewer by installing a Tee or Wye Saddle after the sewer is in place.

Section 3.57 Tee or T

"Tee" or "T" means a fitting for a branch on which the spur joins the barrel of the pipe at an angle of approximately 90 degrees.

Section 3.58 User Fees

User Fees are levied and assessed annually against consumers for the purposes of providing funds for the maintenance, operation and capital improvements of the District.

Each lot or premises which is connected to and each owner or customer distributing wastewater into the District's collection system shall pay an annual sewer service charge. These are also known as Service Fees or "Rates & Charges for Sewer Service".

Section 3.59 Wye or Y

"Wye" or "Y" means a fitting for a branch on which the spur joins the barrel of the pipe at an angle of approximately 45 degrees.

DIVISION IV GENERAL PROVISIONS AND REGULATIONS

Section 4.01 Amendments

Whenever a power is granted to any portion of this Chapter, such reference applies to all amendments and additions thereto.

Section 4.02 Delegation of Powers

Whenever a power is granted to or a duty imposed upon the District by provisions of this Chapter, the power may be exercised or the duty performed by an authorized person or agent of the District.

Section 4.03 Validity

In any provisions of this Chapter or the application thereof to any person or circumstance, is held invalid, the remainder of the Chapter, and the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 4.04 Enforcement

This District Manager shall enforce the provisions of this Chapter and for such purpose shall have the powers of a peace officer. Such powers shall not limit or otherwise affect the powers and duties of the Placer County Health Officer.

Section 4.05 Minimum Standards

Facilities shall be designed so as to produce an effect which will not pollute underground or surface waters, create a nuisance, or menace the public peace, health, or safety. The District Manager shall consult with the Health Officers and officials of public agencies, and from time to time, promulgate standards which may vary according to location, topography, physical conditions, and other pertinent factors.

The minimum acceptable standards for design and construction of sewage collection systems within the District shall be the latest version of the Olympic Valley Public Service District's Technical Specifications.

Section 4.06 Penalty for Violation

Every person violating any provision of this Chapter or any conditions or limitation of permit issued pursuant thereto is guilty of a misdemeanor punishable in the manner provided by law.

Section 4.07 Continued Violation

Each day during which any violation described in this Chapter as willful continues shall constitute a separate offense punishable as provided by this Chapter.

Section 4.08 Notice

Unless otherwise provided herein, any notice required to be given by the District Manager under this Chapter shall be in writing and may be mailed by regular first-class mail to the last address known to the District Manager. Where the address is unknown, service may be made as above provided upon the owner of record of the property.

Section 4.09 Time Limits

Any time limit provided for in this Chapter may be extended by mutual written consent of both the District and the permittee or applicant, or other person affected.

Section 4.10 Identification

Inspectors and maintenance men shall identify themselves upon request when entering upon the work of any contractor or property owner for any inspection or work required by this Chapter.

Section 4.11 Maintenance Inspections

The District Manager may inspect, as often as he deems necessary, every main line sewer, sewage pumping plant, sewage connection, interceptor, or similar appurtenances to ascertain whether such facilities are maintained and operated in accordance with the provisions of this Chapter. All persons shall permit and provide the District Manager with access to all such facilities at all reasonable times.

Section 4.12 Access Requirements

No physical object or structure, including but not necessarily limited to permanent or temporary structures, plantings, landscaping, fill, boulders, rockery walls or irrigation systems shall be located on or within a District sewer line easement or placed in such a position as to unreasonably interfere with District's access, maintenance or repair of any facility located within a sewer line easement and as described in Section 4.11. Any such obstruction, upon request of the District's General Manager, or his designee, shall immediately be removed by the property owner at no expense to the District and once removed shall not be replaced on or within the easement.

Upon the District's written notification to the property owner, any and all obstructions which impede or prevent access to the utility easement shall be removed by the owner at no cost to the District. If, after 45-days notice, the Owner has failed or refused to remove the obstruction(s) affecting the utility easement, District shall, at its election, remove the obstructions and bill the Owner to recover District expenses incurred in connection therewith. Owner shall be responsible for payment of all District expenses, including staff time, administrative fees, legal fees, charges from independent contractors and/or as otherwise associated with removal of Owner's encroachments upon or within District's utility easement.

The obligation to pay District expenses shall become due upon presentation of a billing therefor and shall become delinquent if not paid within forty-five (45) days from date of billing presentation. Any delinquent payment shall gather interest at the Annual Percentage Rate of twelve percent (12%) from date of delinquency until paid. If the bill remains unpaid for a period of forty-five (45) days from presentation of the original billing, the District will forward the delinquent charges to Placer County for collection on the Owner's property tax bill.

Section 4.13 Interference with Inspectors

No person shall, during reasonable hours, refuse, resist, or attempt to resist the entrance of the District Manager into any building, plant, yard, field, or other place or portions thereof in the performance of his duty within the power conferred upon him by law or by this Chapter.

Section 4.14 Maintenance of Plants, Interceptors, and Other Facilities

The requirements contained in this Chapter, covering the maintenance of sewage pumping plants, interceptors, or other appurtenances, shall apply to all such facilities now existing or hereafter constructed. All such facilities shall be maintained by owners thereof in a safe and sanitary condition, and all devices or safeguards which are required by this Chapter for the operation of such facilities shall be maintained in good working order.

This section shall not be construed as permitting the removal or non-maintenance of any devices or safeguards on existing facilities unless authorized in writing by the District Manager.

Section 4.15 Operation and Maintenance Responsibilities

- A.** The owner of the property served and customer served by the District's collection system shall be responsible for the operation and maintenance, repair, and replacement of the private sanitary sewer facilities, and all devices or safeguards required by this Chapter, which are located upon the property owned by the property owner or occupied by the customer.
- B.** The District shall be responsible for the operation and maintenance, repair, and replacement of that portion of the collection system which is in the state or county right-of-way or District easement, which has been dedicated to the District or which is not located upon the property of the person served by the District's collection system.
- C.** With the exception of those sanitary sewer facilities which have been dedicated to the District or are located within a state or county right-of-way or District easement, the owner or their contractor or agent shall, at their own risk and expense, install, keep and maintain in good repair all private sanitary sewer facilities (sanitary sewer pipelines, force mains, manholes, building laterals, equipment, pump stations, and related appurtenances) situated on the premises so served. The District shall not be responsible for any losses, damages, claims or demands caused by improper or defective installation, operation, or maintenance of private sanitary sewer facilities by the owner, its contractors, agents or employees, whether inspected and/or approved by the District. All such installations of private sanitary sewer facilities shall conform with all federal, state, county, and local laws, ordinances, rules and regulations.
- D.** The property owner or customer served by the District's collection system shall be responsible and solely liable for all costs incurred by the District in connection with the repair or replacement of all damage to the system caused by the property owner, customer, or their respective contractors, agents, or employees, including but not limited to sewage line obstructions, wherever located.
- E.** All private sanitary sewer facilities found in need of repair as a result of testing procedures conducted as required by this Chapter shall be repaired or replaced to the current standards set forth in the District Code.

Section 4.16 Pool, Rain and Surface Water Drainage

No private pool, receptacle, area, or roof which receives or disposes of rainwater or surface water shall be connected to the collection system. All swimming pools may discharge backwash and drain wastewater to the public sewer as set forth in this section.

If swimming pool draining and backwash is discharged to the main system, prior written approval must be obtained from the District Manager. No person shall discharge any substance in the District's collection system without first applying for a permit from the District. The District Manager reserves the right to prohibit the draining of swimming pools when, in his opinion, such activity would deleteriously affect the operation of the sewage works. Draining operations shall take place only between the hours of 9 p.m. and 7 a.m. or at any other time with prior approval of the District Manager.

Section 4.17 Notice to Stop Work

Whenever any construction is being done contrary to the provisions of any law, standard, or ordinance, the District Manager shall issue a written notice to the responsible party to stop work on that portion of the work on which the violation has occurred. No work shall be done on that portion until corrective measures have been taken and approved by the District Manager.

Section 4.18 Mandatory Sewer Connections

All occupancies requiring sanitation facilities as defined in the Uniform Building Code or as determined by the appropriate state agency shall be connected to the public sewer system. Notwithstanding any provision to the contrary, structures shall be connected to the public sewer system by July 1, 1989, if the public sewer system is available. Availability shall mean a public sewer system which has been constructed and is in use within two hundred (200) feet of the premises.

No person shall cause or permit the disposal of sewage or other liquid waste into any drainage system which is not connected to the public sewer system when such connection is required by this section.

Section 4.19 Location of Service Lateral Inconsistent With District Record Maps

Whenever a service lateral is not located as shown on District record maps, District personnel shall assist to the extent possible to determine the location of the service lateral by use of surface and underground line detectors. However, the District shall bear no expense for equipment, excavation and/or labor expenses incurred by any person in determining the location of District lines, service laterals and other facilities.

Section 4.20 Non-existent Service Laterals Shown on Record Maps

- A.** Before a stub out, wye or point of service that is shown to exist on District maps is determined to be "nonexistent," the person attempting to locate the service lateral connection point shall contact the District for assistance. The District shall review records of closed circuit television inspections and other available records to ensure that there is, in fact, a stub. The District shall not be liable for any expense, equipment, excavation and/or labor incurred by any person in determining the existence or the "nonexistence" of any stub out, wye, point of service and/or other facility.
- B.** When the District has previously been provided with record maps and the Manager has made a determination that no service lateral exists as shown on the District record maps, it shall be the property owner's responsibility to install a new service lateral in accordance with this Chapter and the Sewer Technical Specifications. Installation of a service lateral shall be performed by a California licensed contractor approved by the District.

Section 4.21 Sewer Service When Existing Service Lateral is Inadequate.

If there is an existing service lateral connection which is not adequate for the unit(s) to be served or if there is no existing service lateral to which the unit(s) to be served may be connected, then it will be the property owners responsibility to install a new service lateral and abandon the existing service lateral in accordance with this Chapter and the Sewer Technical Specification's. Installation of a service lateral and abandonment of existing service laterals shall be performed by a California licensed contractor approved by the District. The District shall furnish the sewer service subsequent to the applicant's construction of the necessary portions of the collection system; the applicant's payment of all fees to the District; the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all delinquent charges, if any, owed to the District.

DIVISION V GENERAL POWERS AND DUTIES

Section 5.01 Record of Fees

The District Manager shall keep in proper books a permanent and accurate account of all fees received under this Chapter, giving the names and addresses of the persons on whose accounts the same were paid, the date and amount thereof, and the number of permits granted, if any, which books shall be open to public inspection.

Section 5.02 Estimated Valuations

Whenever the fees required by this Chapter are based on valuations, the District Manager shall determine the estimated valuation in all cases, and for such purposes he shall be guided by approved estimating practices.

Section 5.03 Joint Action with other Public Agencies

The District Manager may contact, confer, and negotiate with officials of any public agency and may recommend to the Board a contract by which the District and one or more public agencies may jointly exercise any powers pertinent to the enforcement of this Chapter and any similar statute, ordinance, rule or regulation of such public agencies, common to all.

Section 5.04 District Manager to Issue Permit

If it appears from the application for any permit required by this Chapter that the work to be performed thereunder is to be done according to the provisions of this Chapter, the District Manager upon receipt of the fees hereinafter required shall issue such permit.

Section 5.05 Certificate of Final Inspection

When it appears to the satisfaction of the District Manager that all work done under the permit has been constructed according to, and meets the requirements of all the applicable provisions of this Chapter, and that all fees have been paid, the District Manager, if requested, shall cause to be issued to the permittee constructing such work a certificate of final inspection. The said certificate shall recite that such work as is covered by the permit has been constructed according to this Chapter and that said work is in an approved condition.

DIVISION VI PERMITS

Section 6.01 Permit Request

No person other than the persons specifically excluded by this Chapter, shall commence, do or cause to be done, construct or cause to be constructed, use or cause to be used, alter or cause to be altered, or connect to any public sewer main, mainline sewage system, house lateral, sewage pumping plant, or other similar appurtenance in the District without first obtaining a written permit from the District Manager and paying the appropriate fees as set forth in this Chapter.

Section 6.02 When Written Contract Required

The District may require a written contract, as described in Chapter 4, from any consumer as a condition precedent to sewer service in any residential, commercial, industrial or other type use where there may be unusual quantities of sewage or construction of special facilities are or will be required. Additionally, if upon determination of the District Manager or Board a written contract is appropriate to best serve the District, one may be required.

Section 6.03 When Permit Not Required

The provisions of this Chapter requiring permits shall not apply to contractors constructing public sewage facility improvements and appurtenances under contracts awarded by the District.

Section 6.04 Validity of Permits

A. Transfer and Uses of Permits

1. General Transferability
 - a. Upon prior, written approval of the District, a person to whom a permit has been issued and the work permitted has not been completed or approved by the District, may transfer a permit to another person solely for the same lot or premises for which the permit was issued, subject to all terms and conditions under which the permit was issued. The transferee shall meet all requirements of the District relating to the transfer.
 - b. Prior to the District's approval of this transfer for the same lot or premises, the District shall inspect the lot or premises for which the permit was issued. The purpose of this inspection shall be for the District to verify that the amount of construction and the number of units, hook-ups, taps, fixture units and facilities has not increased from that authorized by the permit.
2. Unauthorized Use of Permit
 - a. The usage of a permit for a lot or premises other than that lot or premises for which the permit was issued shall be considered an unauthorized usage and is prohibited.
 - b. The usage of a permit for a lot or premises which has more construction or an increased number of units, hook-ups or taps, than that for which the permit was issued shall be considered an unauthorized usage and is prohibited.
 - c. The usage of a permit for a lot or premises which has more fixture units or facilities than that for which the permit was issued shall be considered an unauthorized usage and is prohibited until and unless fees are paid for the additional fixture units/facilities at the rates set forth in Division VI and for any additional plan checking at the rates set forth in Division VI.

- d. The usage of a permit for any lot or premises which has a different design as to its distribution system, fixture units, or facilities from that shown on the plans for which the permit was issued, shall be unauthorized unless the permittee first provides the District with a revised set of plans showing the different design and the permittee pays all administrative fees the District incurs in reviewing and inspecting the revised plans, including, but not limited to, pre-plan check fees and inspection fees. This requirement is in addition to other requirements or limitations imposed upon the usage of permits as set forth in this Code.

This section is declarative of current District policy and shall not be construed to authorize the usage of a permit otherwise prohibited by Section 6.04 of this Code.

3. **Resolution of Unauthorized Use of Permit.** The unauthorized transfer or usage of a permit in a manner prohibited by Section 6.04 may impose a different or greater demand upon the District's collection system. Therefore, a person must:
 - a. Apply to the District for a new permit prior to a transfer to or use on lot or premises other than that specified in an existing permit, and/or to authorize more construction or an increase in the number of units, hook-ups, or taps specified in the existing permit. A person applying for a new permit must comply with all of the District's most current rules and regulations concerning permits, including, but not limited to, the payment of the appropriate most current fees and charges.
 - b. Where a new permit is not required, pay the fees set forth in Division VI for any fixture units or facilities other than those authorized in the existing permit, including required plan checking fees at the rates set forth in Division VI.
4. When the District determines that an unauthorized transfer or usage of a permit has occurred, the District shall, in addition to all other enforcement devices set forth in this code, have the option of declaring part, or all, of the unauthorized transfer or usage to be void and demand that the unauthorized acts cease until such time as appropriate permits have been applied for and obtained, if available, and/or all appropriate fees and charges have been paid.

B. Coordination Between Permit and District Improvements. Prior to the District's completion of construction of all of the facility improvements, each permit issued is hereby expressly conditioned upon the following:

1. That the applicant assumes the risk of proceeding prior to completion of the District's facilities; and,
2. That every applicant for or person receiving a permit is to be informed in writing, by receipt of this Division, that he or she may not receive sanitary sewer service pursuant to that permit until such time as the District has completed construction of its facilities, despite the fact the applicant for or person has received that permit and proceeded to construct and complete whatever project for which that permit was issued.

C. Will-Serve Commitments and Permits.

1. Assurance of sanitary sewer service issued by the District to any person, developer, and/or corporation, shall be subject to the same conditions stated in Items A. and B. above-ordained.
2. Any assurance of sanitary sewer service issued by the District in any form, in addition to the conditions as ordained heretofore shall also be issued on the provision that the assurance is given on the statement of facts on the date of that issuance, and that such facts may change subsequent to the date of the assurance.

3. Any permit or assurance of sanitary sewer service shall be issued on a first-come, first-served basis, and shall be valid only for two (2) years; any permit or assurance for service not utilized within the two (2) years shall automatically become void and thereafter a new application shall be filed with a new priority in order to obtain any further permit or assurance of service.
4. In order to keep a permit in full force and effect there shall be no abandonment or cessation of work at any time during the two (2) year period. A permit shall automatically become void if an occupancy certificate has not been obtained from Placer County within two (2) years after the initial date of issuance of a permit. No adverse weather or any other condition shall operate to extend the two (2) year period.
5. Annual sanitary sewer charges shall commence, shall be billed by the District, and shall be payable by the permittee or successor no later than twelve months following the issuance of any permit(s) or upon actual connection to the collection system whether through an existing lateral or to a sewer main, whichever occurs first. Payment of any fees, rates or charges of any type shall not validate a permit which has become void by reason of any other provision of this Division.
6. At the expiration of a permit, all such permit holders must reapply and shall become subject to the same conditions which apply to all new permits.
7. A letter of assurance for service availability for a single family residential unimproved lot or subdivision shall, in addition to all other terms and conditions required by District rules, regulations, and ordinances, provide that said letter does not unconditionally guarantee any priority or reservation of capacity but that the developer or subsequent purchaser must acquire a sewer permit prior to construction of any improvements. Said letter shall further provide that such permits will be issued by the District solely upon a first-come, first-served basis and only to the extent there is then remaining available capacity in the physical facilities for conveyance and treatment. The letter shall also indicate that such permits will be issued only upon payment of all then applicable fees and charges and in accordance with and subject to all then applicable District rules, regulations, and ordinances.

D. Developments - Timing and Conditions for Issuance of Permit. Notwithstanding any other Section of the District Code, no permit shall be issued for any development for which the County of Placer requires approval of a final subdivision map except upon the following conditions:

1. The application for issuance of a permit shall be accompanied by a certified copy of documentation from the County of Placer indicating the County's approval of a tentative map for the proposed development; and,
2. Any permits so issued shall automatically become void upon the expiration or invalidation of the tentative map, unless a valid final map has been approved and recorded in place thereof. This provision shall be in addition to any other Section of the District Code pertaining to the issuance, vesting or invalidation of permits.

Section 6.05 Application for Permit

Any person requiring a Permit shall make written application to the District Manager.

The District Manager shall provide printed application forms for the permits provided for by this Chapter, indicating thereon the information to be furnished by the applicant. The District Manager may require in addition to the information furnished by the printed form, any additional information from the applicant which will enable the District Manager to determine that the proposed work or use complies with the provisions of this Chapter.

Section 6.06 Renewal of Existing Permit

- A.** A permittee who needs an additional period of time in which to complete the project for which a permit was issued may apply for a renewal of the existing permit and receive a credit of funds already paid subject to the provisions of this Section.
- B.** To renew an existing permit, the permittee shall follow all District procedures applicable at the time of renewal to a person initially applying for a new permit including, but not limited to, the payment of all fees specified in Division VI.
- C.** To be valid, the request for renewal shall be submitted in writing by the permittee and received by the District three months or less after the date of the permit's expiration.
- D.** A permit shall not be eligible for renewal, and no credit of any funds paid shall be granted, if the request for the renewal or credit is not in writing or is received by the District more than three months after the date of the permit's expiration.
- E.** A person receiving a renewal of an existing permit shall be entitled to a credit towards the cost of renewing the permit of a rate set by the District of the fees actually paid under the issuance of the original permit.
- F.** A renewed permit shall be eligible for subsequent renewal only pursuant to a case-by-case review by the Board.
- G.** Notwithstanding any other provision of this Code, to maintain the validity of a renewed permit and keep it in full force and effect, a person holding a renewed permit must complete all work authorized by the permit within three years of the date of issuance of the original permit subject to Board review and approval and comply with all other requirements of this Chapter.

Section 6.07 No Refunds

The District shall grant no refunds on any monies paid pursuant to Division VI, which pertains to securing a permit or paying a connection fee.

Section 6.08 Sewer Mains in Public Ways

Before granting any permit for the construction, installation, repair or removal of any sewer main or appurtenances thereto, which will necessitate any excavation of fill, in, upon, or under any public street, highway or right-of-way under the jurisdiction of another public agency, the District Manager shall require the applicant to obtain the encroachment permit required by the public agency.

Section 6.09 Plan Approval Required

No Permit shall be issued until the District Manager has checked and approved the plans in accordance with other applicable provisions of this Chapter.

Section 6.10 Pumping Plants

Before granting a permit for the construction of any sewage pumping plant, the District Manager shall check and approve the plans or required modification thereof as to their compliance with county, state, and other governmental laws or ordinances and shall require that the facilities be adequate in every respect for the use intended.

Section 6.11 Excessive Discharge of Sewage

Any person proposing to have sewage discharged from any property to a public sewer in quantities or at a rate greater than the capacity for which the public sewer was designed, when such additional quantity will immediately overload the public sewer, shall be denied a permit to connect any facilities to the public sewer which will discharge more than the proportionate share allotted to the property. However, if such additional discharge will not immediately but may in the future overload the public sewer, a conditional permit to connect to the public sewer may be issued after the owner of the property agrees by an agreement satisfactory to the District Manager recorded against the land to construct or to share in the cost of construction of additional public sewer capacity at such future time as the District Manager determines that an overload situation exists or is imminent. The owner of the property shall supply a faithful performance bond guaranteeing compliance with the terms of the agreement, in a penal sum, which, in the opinion of the District Manager, equals the future cost of construction of public sewer facilities to carry such additional discharge.

The faithful performance bond shall be kept in full force and effect until such additional discharge is discontinued or until such additional public sewer facilities are completed, and this obligation shall pass to succeeding owners of the property.

If any owner fails to supply and keep in effect the required faithful performance bond or fails to comply with the terms of the covenant, the conditional permit allowing such additional discharge may be revoked, and the continuing of such additional discharge thereafter will constitute a violation of this Chapter.

The provisions of this Section shall also apply to any property previously connected to a public sewer, the discharge from which is later proposed to be increased or is found to have been increased substantially beyond the proportionate share of public sewer capacity allotted to the property.

Section 6.12 Pre-Plan Check Policy

Prior to the issuance of a permit, the permittee shall submit two (2) sets of plans to the District for pre-plan check. The plans shall be checked for compliance with all District specifications, rules, and regulations. Prior to the District performing the pre-plan check, the applicant shall pay a fee to the District as specified in Division VI of this Code. Such pre-plan check is not an assurance of sanitary sewer service nor a sewer permit for the particular project. The submittal of plans and/or documents for pre-plan check shall not constitute nor be considered an application for a sewer permit.

Section 6.13 Variance

Any consumer may obtain a variance from any provision of this Chapter pursuant to an application and public hearing before the Board of Directors of the District which application and variance is approved by a 4/5's vote of the members of the Board.

DIVISION VII FEES AND CHARGES

Section 7.01 Plan Checking Fees

Any person required by this Chapter to have improvement plans checked by the District shall reimburse the District for the actual total costs to the District of providing such a service. Such costs shall be determined by the District Manager. The District will require a non-refundable deposit as established from time to time by the Board for all commercial, industrial, public, single or multi-family proposed improvements.

Applications for plan checking are available at the District Office or website and are to be filled out by the Engineer submitting the improvement plans.

Section 7.02 Sewer Construction Permit Fee

Any person making a permanent or temporary improvement to the District's collection system shall reimburse the District for the total costs of field and structure inspection, procuring or preparing record plans, automobile mileage, and all overhead and indirect costs. The applicant shall also be responsible to pay the cost of all labor, equipment, and materials required for the actual improvements. Such costs shall be determined by the District Manager.

Section 7.03 Connection Fees

There is hereby levied and assessed against any premise, or portion thereof, which has been approved for connection to the District collection system, a connection fee as set by the Board from time to time via resolution.

- A. Time of Payment.** All connection fees shall be paid to the District upon approval of an application and prior to any construction.
- B. Connections.** Connections of building laterals or of the force main into the District's existing force main shall be charged the applicable connection fee.
- C. Sewer Connection Fee.** The District shall collect from all applicants for sewer service connections a connection fee which includes an existing system buy-in component, a component for future facilities required to accommodate future growth, and a debt service component. The existing system buy-in includes collection and general plant. The future facilities include collection related assets. The debt service component accounts for the principal owed by the District for existing assets.
 - 1. The connection fee for a 1-inch or less residential meter shall be the basic unit in determining all other connection fees.

2. The connection fee for a residential services connection shall be set by the Board from time to time via resolution. This includes single family dwellings, multi-family units, duplex units, halfplexes, condominiums, apartments, ADUs, and lock off units.
3. The connection fee for commercial units shall be set by the Board from time to time via resolution. :

D. Meter Equivalency Factor. The connection fee for larger meter sizes are determined by multiplying the connection fee for a 1-inch meter by a meter equivalency factor. The connection fee for 2-inch and greater size meters shall be reviewed by the General Manager. Meter equivalencies shall be:

1-inch meter	1.0
1.5-inch meter	2.0
2-inch meter	3.2
3-inch meter	6.0
4-inch meter	10.0
6-inch meter	20.0

E. Connection Fees for Meters Larger Than 1-inch. This charge shall be determined by the General Manager on a case-by-case basis.

The applicant shall provide to the District the projected demand and meter size requested as certified by a qualified Engineer and subject to approval by the District Engineer.

The demand will be evaluated from time to time, at the sole discretion of the District. Said evaluation shall be complete within five years from the date of actual service. If the actual demand within that period differs from the estimated demand that was the basis for the original connection fee by more than 5%, then an additional charge will be assessed.

F. Change of Use. If at any time after payment of a connection charge, there is a change of use on the premises resulting in an increase in meter size, the owner shall, prior to issuance of a permit, pay the difference in connection fee for the meter size, as set forth in the most recent rate schedule adopted via resolution. In the case where a smaller meter size is determined there shall be no reimbursement of Connection Fees previously paid

G. Connection Fee for Multiple Dwelling Units Service connections for multiple dwelling units including, but not limited to, condominiums, apartments, duplex units, accessory dwelling units (ADUs), and lock-off units shall be assessed the same connection fee as for single family residential units.

Section 7.04 Billing for Sewer Service

The District shall begin billing for service when the District first determines a discharge to the collection system has occurred by the permittee or in accordance with Division V.

Section 7.05 Fee For Processing Sewer Line Easements

For each written contract required by Division V, requiring the processing of sewer line easements, the District shall be reimbursed by the applicant for the total actual costs of processing the required easement(s). In the event it is necessary to rewrite the description, the District again shall be reimbursed by the applicant for the actual total processing cost. A deposit may be required as set forth on the most recent rate schedule adopted via resolution.

Section 7.06 Application Fee

- A.** When a person applies for a permit, the applicant shall pay to the District an application fee as established from time to time by the Board (see the most recent rate schedule adopted via resolution) per application made. The District shall not accept an application until it receives the application fee.
- B.** Any person who has paid an application fee pursuant to this section, and whose application expires or is canceled, withdrawn, voided, terminated, or abandoned, whether voluntarily or involuntarily, shall not be entitled to a refund of or credit from the application fee.

Section 7.07 Fees for Preparing Or Checking Special Studies

Before proceeding with the preparation of any special study, the District shall collect from the person making the request for the study a fee in the amount of the estimated cost of preparing the study, as determined by the District Manager. If, after the fee is paid, a change in the study is requested which will increase the cost of preparing the study, supplemental fees shall be collected in the amount of the estimated additional cost. Studies prepared by others and submitted for checking by the District shall be subject to the fee requirement stated above.

Section 7.08 Septic Tank, Cesspool and Holding Tank Discharge Prohibited

Disposal of residential, septic tank, cesspool, holding tank, wastes, or other discharges into the District's sewer system is prohibited.

Section 7.09 Collection of Fees Charged

All fees and connection charges shall be due prior to connection to and use of the collection system of the District.

Section 7.10 Rates and Charges for Sewer Service

- A. Power of Board.** For the purposes of providing funds for the maintenance, operation and capital improvements of the District, the Board may from time to time establish rates, charges, and other fees to be levied and assessed against consumers such as are necessary to carry out the provisions of this Chapter.
- B. Definitions.** For the purposes of this section only, the specified terms shall have the following definitions:
 - 1. "Domestic users" shall mean all residential users, including single family units, residential condominiums, and other multi-family dwellings.
 - 2. "Commercial users" shall mean all business or other similar users, commercial condominiums, hotels, laundries, laundromats, service stations, public buildings, and unoccupied storage/warehouses, swimming pools (semi-public), spa/hot tubs (semi-public).
 - 3. "Commercial unit" shall mean each office, store, or other separately owned or operated commercial space or structure, including any commercial user which is not otherwise specifically identified.
 - 4. "Industrial user" shall mean:
 - a. Any user of a publicly owned treatment works:

1. identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended; and,
2. which discharges more than 50,000 gallons per day (gpd) of sanitary wastes, or which discharges, after exclusion of domestic wastes or discharges from sanitary conveniences, the weight of biochemical oxygen demand (BOD) or suspended solids (SS) equivalent to that weight found in 50,000 gpd of sanitary waste; or,
- b. any user of a publicly owned treatment works which discharges sewage to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any municipal systems, or to injure or interfere with any sewage treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works.
5. "Laundry" shall mean a commercial laundering facility.
6. "Laundromat" shall mean a self-service laundry utilized by the public.
7. "Public building" shall mean any public service building, including a police station or fire station, or any other publicly owned building not otherwise specifically identified.

C. Annual Service Charge. Each lot or premises which is connected to and each owner or customer receiving sewer service from the District's collection system shall pay an annual sewer service charge.

1. **Residential Sewer Rate.** There is hereby levied and assessed upon all residential users, a residential sewer rate consisting of a base rate.
 - a. **Base Rate Charge.** For Single Family Residents, the base rate charge is equal to the unit value assigned by the District to the premise times the rate for a single-family unit. If additional units exist on the property, they will be charged a 2nd unit base rate as set forth in the most recent rate schedule adopted via resolution.
 - b. **Unit Value.** The Manager shall assign to each premise within the District subject to a flat rate charge a unit value based on the classification system established by the District for such purpose. The basis for such a value shall be that a "living Unit" as defined under the definition of "single family unit" is considered to have a unit value equal to 1.0.
2. **Commercial Sewer Service Rate.** There is hereby levied and assessed upon all commercial users a commercial sewer service rate, which rate is set by the Board from time to time via resolution.
3. **Industrial Sewer Service Rate.** There is hereby levied and assessed upon all industrial users an industrial sewer service rate, which is equal to the commercial sewer service rate as set by the Board from time to time via resolution.
 - a. Additionally, the industrial user may be subject to an annual surcharge depending on the strength of the sewage, as may be determined by the District Manager from time to time. In the event that the average waste discharge characteristic and annual surcharge is disputed, the discharger

shall submit a request for an analysis and flow measurement to the District and bear all expenses associated with measurement and sampling.

- b. For each industrial user, the District may require the installation, at the expense of the industrial user, of District-approved recording and sampling devices or sewage meters on the user's premises for use by the District. Such devices or meters shall be available for inspection by District personnel at any reasonable time. The industrial user shall be responsible for the maintenance, repair and replacement of all sampling or recording devices, sewage meters, and related equipment. The industrial user shall be responsible for any damage or expenses involved in the repair or replacement for which the industrial user, its agents, officers or employees is or are responsible.
- c. At its sole option and as an alternative to the industrial user charge, the District may require an industrial user to pretreat the user's sewage flow so that the flow, after exclusion of domestic wastes or discharges from sanitary conveniences, is less than the equivalent weight in BOD and SS found in 50,000 gpd of sanitary waste.

D. Service Charge. When an annual service charge is based on water use, the annual sewer service charge shall be determined as stated above. However, when a water meter fails to register or a meter cannot be reasonably read, the quantity rate component of the annual sewer service charge shall be based on the average quantity of water supplied for comparable service during the preceding year. When there is no record of water supplied for comparable service, the total service charge shall be determined by the District Manager.

E.

1. No sewage shall be collected from any premises or persons except through a service connection in compliance with the District's rules and regulations.
2. No sanitary sewer service or facility shall be furnished to any premises or persons free of charge.

F. Temporary Sewer Services:

The District shall charge any person who seeks a temporary sewer service a basic fee for each service requested. Rates, charges, deposits and rules and regulations thereof may be established from time to time by the Board via resolution. Fees for temporary sewer service shall include a service establishment fee and per trip cost to inspect facilities as set forth by the Board from time to time via resolution.

Section 7.11 Billing Procedures

- A. Direct Bill.** Except as otherwise specified herein, the District shall directly bill each individual owner of each lot or premises connected to the District's collection system. The annual sewer charge shall be payable by each owner and each customer. Each owner shall be liable to the District for payment of the annual sewer charge regardless of whether the owner is also the customer and regardless of whether service is provided through an individual service lateral or multi-customer service lateral.
- B. Multi-Unit Billing.** Where owners of premises in a multi-unit structure served through a multi-customer service lateral are billed individually and belong to a homeowners' or similar

association, the association shall provide to the District current and up-dated lists of the owners of each premises. The association shall inform the District in timely fashion of any change in ownership in its members.

C. Composite Billing. Notwithstanding Section A above, the District may elect to send a composite bill to groups of customers served by individual or multi-customer service laterals when each of the following conditions are met:

1. The owners to be billed as a group own lots or premises in a multi-unit living structure;
2. The owners are served through one or more individual or multi-customer service laterals;
3. The owners have formally organized in writing into a homeowners or similar association.
4. The homeowners or similar association, through properly executed covenants, conditions, articles of incorporation or by-laws, has the power to act as the sole agent for the owners concerning sewer service charges in a manner which binds individual owners; and
5. The association enters into a written agreement with the District which provides, among other matters, that:
 - a. The association shall be responsible for and guarantee payment of all such charges within the time required by the District's rules and regulations, regardless of whether any single owner has paid the owner's share of such charges to the association;
 - b. The District shall bill to and the association shall pay all delinquent penalty and interest charges on the composite bills;
 - c. The District's bill or other notices to the association shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to individual owners or customers shall be necessary for, or a prerequisite to, the District's exercise of its powers to terminate service, or place liens on each owner's property or exercise other legal remedies necessary to preserve the collection of and collect delinquent bills and charges, and;
 - d. The bill shall consist of the sum of the total annual sewer charges for each owner or customer represented by the association, which shall be the sum of the service charge for each customer, lot, or premises plus the total quantity rate charge for all service through the individual or multi-customer service lateral. The District shall not be responsible for any disparity among such customers for the amounts of sewage discharged or for the size of premises served. Any adjustment for such disparity in use or in the quantity rate charge shall be the responsibility of the owners or customers served.

D. Written Agreement. All applications for service shall constitute a written agreement to pay for all service rendered pursuant to the application and to be bound by all applicable District rules and regulations. An application shall be signed by the person who shall be responsible for the bills for sewer service provided through that service lateral, regardless of whether the service lateral is a single customer or multi-customer meter.

Section 7.12 Collection of Sewer Use, Service Charges and Rates

All sewer use, service charges and rates may be billed on the same bill and collected together with rates and charges for any other District services. If all or any part of such bill is not paid for any service, the District may discontinue any or all of the services for which the bill is rendered.

- A. Time of Payment.** All annual sewer service charges are payable in advance on an annual basis. Payment plans may be prearranged and are payable at the office of the District.
- B. Issuance of Bills.** All bills for sewer service will be rendered by the District as provided in this Chapter. Bills not paid sixty (60) days from billing date, except pursuant to payment plan, are delinquent.
- C. Penalty and Administrative Charge.** All delinquent bills will be subject to a penalty charge equal to 1% per month on all delinquent sums, plus a \$10.00 administrative service charge for each additional billing that is prepared by District. Any check which is returned to District on the basis of insufficient funds or "refer to maker" are subject to an additional \$25.00 service charge per check.
- D. Notice of Delinquency, Administrative Charge, and Interest.** On each bill for sewer service, notice will be given of the date upon which the billing shall become delinquent and of applicable administrative and interest charges as provided in this Chapter.
- E. Pay First, Litigate Later.** No appeal to the Board of Directors, nor legal or equitable process shall issue in any suit, action or proceeding before the District or in any court against the District or any officer, employee, or director of the District to appeal, prevent or enjoin the collection of any rate or charge, with or without interest, unless the same shall have been paid in full first.
- F. Flat Rate Billing.** Bills for flat rate sewer service will be rendered and are payable yearly in advance. Less than annual bills for flat rate service will be pro-rated to the end of the billing year in accordance with the applicable District schedule. Should the pro-rated period be less than one month, no pro-ration will be made and no bill shall be less than the monthly fixed charge. Flat rate service may be billed, at the option of the District, at intervals other than yearly.
- G. Discontinuance of Service.** A consumer's sewer service may be involuntarily discontinued for non-payment of a bill for service rendered at any current or previous location by District, provided said bill was presented to the consumer's last known address and has not been paid within sixty (60) days after the billing date. Discontinuation of service shall be in accordance with Division IX.
- H. Joint and Several Liability.** Two or more parties who join in one application for service or who jointly own property served by the District shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.
- I. Payment Plan.** If consumer is not in default to any other sum due District at the time of the rendering of the annual flat rate billing pursuant to the above, and provided further that applicant submits a written request to District within thirty (30) days of the rendering of the bill for a payment plan, District may allow a payment plan for the base rate billing on the following terms:

Payment plan agreement periods will be determined by the District for payment of full service fees due within the fiscal year of billing. One percent (1%) interest per month on the unpaid balance and \$10.00 service fee per billing shall be included with the payment plan. Requesting a payment plan constitutes an agreement by the customer to make all payments on or before the set due date. Additional service fees shall be charged for each reminder notice or rebilling. Failure to make payments as scheduled constitutes a delinquency of the account whereby all

remaining service fees, penalties and interest become immediately due and payable. Sewer service shall be discontinued for any account over sixty (60) days delinquent.

J. Reduction in Unit Count. District recognizes that a consumer may voluntarily elect to reduce the unit count on a parcel of real property and District will allow such reduction for the next fiscal year provided consumer:

1. Submits to District before April 30 on a form approved by District, a request for reduction, to take effect July 1 of the same year; and,
2. Allows District to inspect the building or buildings which are subject to the reduction within thirty (30) days of the application.

If the unit reduction request is granted there will be no reimbursement of connection charges previously paid.

Any reduction of annual service fees as a result of a reduction in unit count will be applied as a credit to the next annual billing

K. Deferral of Service Fees on Structures that are Destroyed. At the discretion of the General Manager, the owner of a residence or commercial structure destroyed by fire, avalanche, earthquake, or other disaster may be allowed a maximum 12-month courtesy period to rebuild without paying service fees. If approved by the General Manager, and the structure is rebuilt and approved for occupancy before the 12-month period has passed, service fees will immediately become payable. If the structure is not rebuilt within the 12-month period, minimum service fees must be paid in order to maintain a valid permit.

Section 7.13 Deposit

A. Prior to receiving sewer service, an applicant for sewer service may be required to deposit with the District a sum equal to twenty-five percent (25%) of the annual rate for sewer service.

B. A deposit may be required for each lot or premises when any of the following conditions occur:

1. Whenever an owner of property receiving sewer service from the District transfers the property to a new owner, the new property owner shall pay a deposit to the District as identified in Section A. above.
2. Whenever there is a change in the owner receiving sewer service, the new owner shall pay a deposit to the District as identified in Section A above.
3. Any District customer or property owner whose sewer service is disconnected due to non-payment of District charges shall pay a deposit, as specified in Section A above, as a pre-requisite for resumption of sewer service.

C. Notwithstanding sections A, B1, B2, or B3, an existing customer or property owner within the District who has not incurred any penalties or late charges on any sewer account with the District for nine (9) months of the immediately preceding twelve (12) months, shall not be required to deposit with the District an amount as identified in Section A above.

D. The District may use the deposit to pay any District bill, and penalties and interest thereon, which are otherwise unpaid by the customer or property owner. The District may also use the deposit for its costs of collecting the unpaid sewer service bill and penalties. If the District uses part or all of a customer's or property owner's deposit, that customer or property owner shall pay the District a sum adequate to maintain a deposit equal to 25% of the annual rate as a condition of continued

sewer service.

- E.** The amount of deposit not used by the District shall be refunded to the customer or property owner when the customer or property owner voluntarily terminates sewer service with the District.

The amount of the deposit not used by the District may be credited to the account of the customer or property owner at such time as the District determines a deposit is no longer required, provided the District has held the deposit for a minimum of twelve (12) months.

DIVISION VIII DESIGN STANDARDS – REMOVED BY ORDINANCE 2014-01

DIVISION VIII INSPECTION

Section 8.01 Inspection by District Manager or Designee

All work done under the provision of this chapter shall be subject to inspection by and shall meet the approval of the District Manager or designee, provided, however, that approval by the District Manager shall not relieve the permittee or any other person from complying with any other applicable ordinance.

After the fee required has been paid and the permit issued, the District Manager or designee shall inspect the construction for compliance with the requirements of this chapter.

Section 8.02 Notification When Ready For Inspection

The permittee shall notify the District at least twenty-four hours prior to the time any inspection is to be made.

Section 8.03 Work Shall be Uncovered and Convenient

At the time of the inspection the permittee shall have all work uncovered and convenient, and shall give the District Manager or designee every facility to make a thorough inspection.

Section 8.04 Correction of Defective Work

If the construction does not conform to the provisions of this chapter, or if the permittee fails to prosecute the work with such diligence as to insure its completion within the time specified, the District Manager will notify the permittee in writing to comply. If the permittee fails to comply within five (5) days after the written notice, the permit shall be suspended or revoked in accordance with the procedures set forth hereinafter.

Section 8.05 Materials and Construction to Meet Standard Specifications

All material used in any work done under provisions of this Chapter shall be new, first-class material and shall conform to, and the manner of construction shall meet all the requirements prescribed in Chapter 7. All such work shall be approved by the District Manager or designee before a certificate of final inspection will be issued.

Section 8.06 Facilities Not to be Used Prior to Final Inspection

No sewer or other facility constructed under the provisions of this chapter shall be placed in use until the work has been approved by the District Manager and a certificate of final inspection has been issued. Exceptions to this requirement may be made only when the work is substantially complete and has been inspected, and if the District Manager determines that the best interests of the public will be served by permitting such use prior to completion of the work.

DIVISION IX ENFORCEMENT

Section 9.01 Authority of District

- A.** The rates and charges levied pursuant to this Chapter shall be collected by the Board, who shall make and enforce such regulations as may be necessary for safe, economical and efficient management and protection of the District distribution system, and such regulation, collection, rebating and refunding of such charges or rentals.
- B.** In the event of a violation of any of the laws of the State of California, Placer County, or the ordinances or rules and regulations of the District, the District shall notify the person or persons causing, allowing, or committing such violation, in writing, specifying the violation and upon the failure of such person or persons to cease or prevent further violation within five (5) days after the receipt of such notice, the District shall have authority to disconnect the property served from the District system.
- C. Duty of Manager.** The General Manager is hereby charged with the duty to enforce all of the provisions of this Division and Chapter.

Section 9.02 Public Nuisance

Continued habitation of any building or continued operation of any industrial or commercial facility in violation of the provisions of this or any other ordinance, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the building or industrial or commercial facility during the period of such violation.

Section 9.03 Public Nuisance, Abatement

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

Section 9.04 Discontinuance of Service

Service may be discontinued for any one of the following reasons:

- A.** Delinquency in the payment of any bill, except that residential service shall not be discontinued for non-payment in any of the following situations:
 - 1. During the pendency of any investigation by the District of a customer dispute or complaint.
 - 2. When a customer has been granted an extension of the period for payment of a bill.
 - 3. On the certification of a licensed physician and surgeon that to do so will be life threatening to the customer and the customer is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the District and requests permission to amortize, over a period not to exceed twelve (12) months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal payment period.
- B.** The unauthorized discharge of sewage in excess of the amount paid for.
- C.** Failure of the customer to maintain his facilities in a suitable condition to prevent storm water or surface water inflow.
- D.** Any violation by the customer of any rules and regulations of the District governing sewer service.

- E. Any fixture, apparatus, appliance or equipment discharging sewage is found by the Manager to be dangerous or unsafe.
- F. The use of sewer service on such premise is found by the Manager to be detrimental or injurious to the collection service furnished by the District to other consumers.
- G. The Manager finds that negligent or wasteful use of water exists on any premise which affects the District's water or sewer service.
- H. A consumer has ignored to correct any notice of sewer inflow and infiltration given pursuant to this Chapter within five days following mailing of such notice to the last known address of the consumer.
- I. A consumer is aiding and abetting another consumer in a violation of this Code or any other law.

In the event of any violation of this Ordinance which results in a public hazard or menace, or in any other appropriate circumstance, the Manager may enter upon the premise with or without notice and do such things and expend such sums as may be necessary for the safety of the public or District sewer collection system.

Section 9.05 Notice Prior to a Discontinuance of Residential Service for Nonpayment

- A. At least ten (10) days before any proposed discontinuance of residential service for nonpayment of a delinquent account, the District shall mail a notice, postage pre-paid to the customer to whom the service is billed, of the proposed discontinuance. Such notice shall be given not earlier than nineteen (19) days from the date of mailing the District's bill for such service and the ten (10) day period shall not commence until five (5) days after the mailing of the notice. In addition to the ten (10) day notice provided for in the preceding sentence, the District shall make a reasonable, good faith effort to contact an adult person residing at the premises of the customer by telephone or in person at least forty-eight (48) hours prior to any discontinuance of such service.
- B. Every notice of discontinuance of service required by this Section shall include all of the following information:
 - 1. The name and address of the customer whose account is delinquent.
 - 2. The amount of delinquency.
 - 3. The date by which payment or arrangements for payment is required in order to avoid discontinuance.
 - 4. The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges, unless the District's bill for services contains a description of that procedure.
 - 5. The procedure by which the customer may request amortization of the unpaid charges.
 - 6. The procedure for the customer to obtain information on the availability of financial assistance including private, local, state or federal sources, if applicable.
 - 7. The telephone number and name of a representative of the District who can provide additional information or institute arrangements for payment.

Section 9.06 Notice Prior to a Discontinuance Other than a Discontinuance of Residential Service for Nonpayment

At least ten (10) days before discontinuing service, other than the discontinuance of residential service for nonpayment of a delinquent account, which is provided for in Section 9.05, the District

shall provide the customer with a written notice which shall specify the reason for the proposed discontinuance and inform the customer of the procedure for and the availability of the opportunity to discuss the reason for the proposed discontinuance with the General Manager or designee, who is empowered to review disputes and rectify errors and settle controversies pertaining to such proposed discontinuance of service. The name and phone number of the General Manager, or designee, shall be included in any such notice of proposed discontinuance given to a customer.

Nothing in this section shall require the District to make service available to actual users unless each actual user agrees to the District's terms and conditions of service and meets the requirements of the District's rules and regulations. If one or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those actual users who have not met the requirements of the District's rules and regulations, the District shall make service available to the actual users who have met those requirements.

Section 9.07 Notice of Discontinuance of Residential Service to Customers on Master Service Laterals

Whenever the District furnishes residential service to a master service lateral or furnishes individually metered service to a multi-unit residential structure, or other use where the owner, manager, or employer is listed by the District as the customer of record, the District shall make every good faith effort to inform the actual users of the service, by means of a notice, when the account is in arrears, that service will be discontinued within ten (10) days. Such notice shall also inform the actual users that they have the right to become District customers without being required to pay the amount due under the delinquent account.

Section 9.08 Discontinuance of Service on Weekends, Holidays or After Hours

No sewer service shall be discontinued to any customer or user because of any delinquency in payment on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the District are not open to the public.

Section 9.09 Amortization of Delinquent Bill for Residential Service

Every complaint or request for investigation by a residential customer that is made within five (5) days of receiving the disputed bill, and every request by a residential customer that is made within thirteen (13) days of the mailing of the notice required by this Chapter for an extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment shall be reviewed by the General Manager, or designee. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, as determined by the District. Any customer, whose complaint or request for an investigation has resulted in an adverse determination by the General Manager, or designee, may appeal the determination to the Board of Directors.

Section 9.10 Authority to Settle Controversies Relating to Discontinuance and to Permit Amortization of Delinquent Bills

The General Manager, or designee, is hereby authorized to investigate complaints and review disputes pertaining to any matters for which service may be discontinued and to rectify errors and settle controversies pertaining to such matters. The General Manager, or designee, is also authorized upon a proper showing by a residential customer of the customer's inability to pay a delinquent bill during the normal period, to grant permission to amortize the unpaid balance over a reasonable period of time, as determined by the District.

At his or her discretion, the General Manager may bring such controversies to the Board for settlement by the Board prior to the discontinuance of any such service.

Section 9.11 Notice Required Prior to Discontinuance of Service for Failure to Comply with Amortization Agreement

If an amortization agreement is authorized, no discontinuance of service shall be effected for any residential customer complying with such agreement, if the customer also keeps the account current as charges accrue in each subsequent billing period. If a residential customer fails to comply with an amortization agreement, the District shall not continue service without giving notice to the customer at least forty-eight (48) hours prior to continuance of the conditions the customer is required to meet to avoid discontinuance, but the notice does not entitle the customer to further investigation by the District.

Section 9.12 Disconnection/Reconnection

When service has been disconnected as provided in this ordinance the customer shall pay the unpaid account balance in full plus a disconnect/reconnect charge as set forth in the most recent rate schedule adopted via resolution., before any disconnected service will be reconnected. Additionally, a deposit may be required per this Chapter.

Section 9.13 Means of Enforcement Only

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinance, rules and regulations and not as a penalty.

Section 9.14 Lien

Each rate, charge, penalty, or rental levied by or pursuant to this Chapter on property is hereby made a lien upon said property as hereinafter provided.

- A. Liens.** Delinquent charges, interest and penalties thereon when recorded as provided in the Revenue Bond Law of 1941 (Government Code section 54300, et seq.) shall constitute a lien upon the real property served (except that no such lien shall be created against publicly owned property) and such lien shall continue until and unless all charges and penalties thereon are fully paid or the property is sold therefor.
- B. Default.** In the event that any customer or owner fails to make such payment as provided above, the customer, owner, and subject property shall be deemed to be in default and in such cases, the District may declare the balance or remaining balances due and payable. In the event the District is required to bring action to collect any sum in default under District Ordinance terms, the customer or property owner shall pay, as an additional penalty, any and all Attorneys fees and/or Court and legal costs incurred by the District to bring such action. The District shall not be limited to any one remedy in the event of default, but may avail itself of any remedy or legal procedure available to it in such event.

- C. Delinquency Notice.** The District shall include a statement on its bill to each customer or property owner, or shall provide such statement to each property owner by any other means, that any charges remaining delinquent for a period of sixty (60) days may become a lien against the lot or parcel of land against which the charges were imposed.
- D. Assessment.** All rates, charges, penalties, and interest that remain delinquent as of June 30 of each year may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year provided that the District shall have given prior notice to the customer-property owner of the lots or parcels affected as follows:
1. By May 30 of each year the District staff shall prepare a written report for the Board of Directors containing a description of each parcel of real property receiving a specific service and the amount of delinquent charges, penalties, and interest due against that parcel on June 30. The report of delinquent sewer service charges may be combined with a report for any other delinquent charges.
 2. The staff shall publish a notice of the filing of the report and of the time and place of hearing by the Board of Directors on the report. Such publications shall be for not less than once a week for two weeks prior to the date set for hearing. The same notice shall be mailed to the owner of each parcel listed on the report as that owner appears on the last equalized assessment roll.
 3. At the time of the hearing stated in the notice, the Board of Directors shall hear and consider all objections or protests to the delinquency report. Thereafter, the Board may adopt, revise, change, reduce or modify any charge, overrule any or all objections, and make its determination upon the propriety of each charge and delinquency described in the report. The Board's determination shall be final. Thereafter, the Board may adopt a resolution approving the delinquency charge report, as modified if appropriate, and record such report with the Placer County Recorder, and request the County Auditor to include the amount of delinquencies on the bills for taxes levied against the respective lots and parcels. The resolution and report will be transmitted to the County Auditor not later than July 1 of each year.
- E. Action, Attorneys' Fees, Administrative Fees.** The District may bring an action in any court of competent jurisdiction for the collection of delinquent charges and interest thereon against the person or persons who occupied or, who owned the property when the service was rendered or against any person guaranteeing payment of bills, or against all said persons. Cost of suit and reasonable attorneys' fees shall be awarded District, pursuant with section 5053 of the Health and Safety Code of the State of California.
- If District commences legal action to recover delinquent charges and interest thereon, District shall recover, as an element of damages in said action a sum as determined by the Manager, which sum represents the administrative expense to the District, not including attorneys' fees, as being directly necessitated by the legal action.
- F. Availability Charge Addition To Tax.** In case any sewer service availability charge is delinquent, the District may add such charge plus any allowed administrative charge or interest to the tax bill of the premise receiving such service subject to the provisions of section 31032 et seq. of the Water Code.

Section 9.15 Cumulative Remedies

All remedies set forth herein for the collection and enforcement of charges, rates, and penalties are cumulative and may be pursued alternatively or consecutively.

Section 9.16 Appeals

- A. By Motion of Board.** The Board may, at any time, upon its own motion, exercise its power to overrule any determination made by the Manager under the terms of this Chapter and these regulations.
- B. By Other Persons.** Any person who shall have a right to appeal as provided in this Chapter or who has other grounds for appeal of any determination of the Manager must appeal such determination or other action in writing within thirty (30) days thereof, and must set forth the determination or other action to which such person objects and the grounds for such objection.
- C. Report by Manager.** In the event of any such appeal, the Manager shall transmit to the Board a report upon the matter appealed within thirty (30) days thereof.
- D. Hearing.** The Board shall hear any appeal within a reasonable time after receiving notice thereof.
- E. Notice.** The Board shall cause notice of any such hearing to be given at least fifteen (15) days prior to the hearing and shall include a statement that the appeal will be heard by the Board, the location, date and time of the hearing to the appealing party by personal delivery or by mailing such notice to his or her last known address.
- F. Witnesses.** The Board may, at its discretion, subpoena witnesses to attend such hearing.
- G. Effect of Determination.** If the Board determines that the appealing party must pay any charge or do any other act, such party shall be required to do so forthwith, together with any administrative fee or interest, as provided in this Chapter.

DIVISION X MAINTENANCE AND TESTING OF FACILITIES

Section 10.01 Maintenance and Testing of Private Sanitary Sewer Facilities

The owner or their agent of a property served by the District's sanitary sewer shall be responsible for the operation and maintenance of the private sanitary sewer facilities, including all devices or safeguards required by this section, which are located upon said property. The owner or their agent's operation and maintenance responsibility is from the building to the point of service.

The owner or their agent shall, at their own risk and expense, install, keep and maintain in good repair all private sanitary sewer facilities (sanitary sewer pipelines, building laterals, force mains, manholes, equipment, pump stations, and related appurtenances) situated on the premises so served. The District shall not be responsible for any loss or damage caused by improper or defective installation of private sanitary sewer facilities, whether inspected and/or approved by the District. All such installations of private sanitary sewer facilities shall conform with all federal, state, county, town and local laws, rules, regulations and ordinances.

The owner or their agent served by the District's sanitary sewer system shall be responsible and liable for all costs involved in the repair of all damages caused by the owner, customer, or agents thereof, to the District's sanitary sewer facilities, including but not limited to sewer obstructions, wherever located.

All private sanitary sewer facilities found in need of repair as a result of testing procedures required by this chapter shall be repaired and/or installed to the standards set forth in this Chapter.

Section 10.02 Conditions Requiring Testing of Sanitary Sewer Facilities

It shall be unlawful for any owner of a house, building, or property connected to the District's sanitary sewer system to maintain private sanitary sewer facilities in a condition such that the tests contained herein cannot be successfully accomplished.

All private sanitary sewer facilities, including those serving residential, multiple residential, commercial, and industrial connected to the District's sanitary sewer system shall be tested when any of the following conditions occur:

1. Connecting a new structure to the District's sewer system.
2. Remodeling of the house, building or property served by the District's sewer system.
3. The addition of living quarters, such as Accessory Dwelling Units (ADUs).
4. Installation of additional plumbing fixtures in the house or property served and/or installation of an additional building lateral pipeline.
5. Change of use of the house, building, or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
6. Upon repair or replacement of all or part of the building or house service laterals.
7. Prior to the close of escrow upon the sale of a house, building or property served, or by private transfer of a house, building or property served, unless the house, building or property served has been tested within the previous five (5) years. However, if the building lateral is new or has been completely replaced within the prior ten (10) years, is constructed out of allowable pipe material, includes a double-wye cleanout, and was tested and passed when the system was installed, a pressure test will not be required prior to the close of escrow.

8. Where inflow or infiltration is suspected, or if a defect in the building lateral is suspected based upon observation by the District.
9. Upon determination of the General Manager that testing or sanitary sewer replacement is required for the protection of the public health, safety, and welfare.

Section 10.03 Testing Procedures for Existing Sanitary Sewer Facilities

The owner or their agent of a house, building, or property connected to the District's sanitary sewer system shall conduct all private sanitary sewer facility upgrades and testing required at their sole expense and shall notify the District 48 hours prior to testing. Testing shall be witnessed by a District Inspector.

Sanitary Sewer Pipelines: All building laterals and privately owned main pipelines shall be tested by the air method in accordance with the Sewer Technical Specifications.

In the case of building laterals, the test section shall be from the building cleanout to the point of service or property line cleanout. The test section includes all private pipelines which provide sanitary sewer service to the parcel in question. Privately owned main pipelines shall be tested their full length.

If a cleanout has not been installed at the point of service or easement/property line, a two-way cleanout shall be installed prior to testing. If there is no cleanout located outside the building foundation (within five feet of the foundation wall), then a cleanout shall be installed. If the building lateral exits the foundation under an existing deck or concrete patio, the location of the building cleanout near the foundation may be modified on a case-by-case basis as determined by the General Manager. The cleanouts shall be installed and boxed as specified in the Sewer Technical Specifications. The owner or their agent shall be responsible for such installation. A cleanout underneath the house is not acceptable.

The building cleanout can be substituted by installing a two-way cleanout at the property line when the distance from the point where the building sewer exits the foundation to the property line cleanout is less than 10 feet and the building lateral consists of a single pipe segment with no fittings. Such building laterals will be considered too short to test. At the District's discretion, building laterals that are too short to test may be required to be televised to confirm integrity of pipeline.

Residential Pump System Testing: Residential pump systems shall be inspected and tested for compliance with the Sewer Technical Specifications.

Section 10.04 Time Limits for Completion of Testing Procedures

Testing shall be completed in a timely manner as follows:

- Prior to the close of escrow upon the sale of the residence, building, or property, or transfer of ownership or interest in the parcel, the facility, or the business, or
- Within 30 days of standard notification by the District, or
- Immediately if it is determined by the General Manager that testing and repair are necessary to protect public health and the integrity of the sanitary sewer system.

Section 10.05 Cash Security in Lieu of Testing

1. Weather Conditions, Excavation Restrictions Prohibit Testing:

Should cleaning, testing, repair or replacement be required on a gravity or pressurized private service lateral at a time when weather conditions, excavation restrictions, or other circumstances prohibit such repairs, the General Manager may defer completion of the

requirements until such date as agreed upon between the Owner and the District. If the test is deferred, the Owner shall enter into a contract for performance of said work and shall place a cash deposit in the form of a money order, payable to the District, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of cleaning, testing, repair or replacement of the private service lateral or sewer pressure system components.

The District shall prepare an estimate of said replacement costs. The Owner shall obtain an estimate from a California State licensed contractor for performing all work necessary so that the private service lateral will pass a sewer pressure test.

The deposit required shall be based upon one hundred twenty-five percent (125%) of the estimated costs from whichever estimate is greater (District's or Contractor's). This amount will be held until the repair or replacement is made, which must be no later than June 15 following the circumstances preventing initial cleaning, testing, repair or replacement.

If the work agreed to is not completed by June 15, the deposit held by the District shall be used by the District to physically disconnect the private service lateral or to perform the work agreed to. The District may use the funds to pay a contractor to physically disconnect the sewer service or to perform the necessary work, at District's discretion. Should such costs exceed the amount deposited, the difference shall be billed to the Owner of record.

Upon completion of the necessary work, whether by Owner, District or contractor, the balance of funds will be released to the Owner within 15 days of the approved inspection of the work.

2. Time of Sale: Weather Conditions or Excavation Restrictions Prohibit Testing:

Owners must plan for and make every effort to complete pressure testing of the building lateral prior to close of escrow. The purpose of the withhold is to ensure the integrity of the building lateral by holding funds for its repair or replacement during periods when the lateral is inaccessible. In the event that sewer cleaning, testing, repair or replacement would be required, at a time when weather conditions or excavation restrictions prohibit such repairs, the District may defer completion of such requirement until June 15th or such earlier date as agreed upon with the property owner. If the test is deferred, the Owner shall enter into a contract for performance of said work and shall place a cash deposit in the form of a money order, payable to the District, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of cleaning, testing repair or replacement of the private service lateral or sewer pressure system components. The owner must also provide the District with a copy of an executed, binding contract with a California State licensed contractor, authorizing that contractor to perform all work necessary to test and repair or replace the existing building lateral so that it will pass a sewer pressure test. The contract will include the cost to repair or replace existing pressurized systems and abandon any septic systems that may be on the property.

In place of a cash deposit, the owner shall escrow funds in an amount equal to one hundred twenty-five (125%) percent of the District's estimate, if the property is being sold. Funds escrowed will not be released without written notification by the District to the title

company holding such funds. If the cleaning and testing is not completed by the time set by the Sewer Code, the funds held in escrow shall be released to the District. Said funds may be used by the District to perform or have a contractor perform physical disconnection, testing, repair or replacement of the building lateral.

Should such costs exceed the amount held in escrow; the difference will be billed to the property owner of record. Such costs may become a lien on the property in accordance with normal service charge billing procedures. If funds held in escrow are released without the consent of the District and testing has not been satisfactorily performed, the District may perform or have a contractor perform physical disconnection, testing, repair or replacement of the sewer service lateral. Such costs may become a lien on the property in accordance with normal service charge billing procedures.

Upon completion of the necessary work, whether by Owner, District or contractor, the balance of deposited funds will be released to the original depositing party within 15 days of the approved inspection of the work.

Section 10.06 Unsatisfactory Test Results

If a building lateral fails a pressure test following two (2) attempts, or if the visual inspection reveals defects, the line shall be repaired or replaced at the owner's expense, within 30 days of the date of the initial pressure test. The owner shall be responsible for notifying the District and secure a permit before corrective work has been started. The owner shall be responsible for notifying the District after the corrective work has been completed to schedule a new test.

When any work has been inspected and the test results are not satisfactory, notice to that effect shall be given instructing the Owner of the premises or the agent of such Owner, on-site and in writing, to repair the sewer or perform other work authorized by the permit in accordance with the ordinances of the District.

Section 10.07 Removal of or Injury to Sewer

An unauthorized person shall not remove or cause to be removed, or injure or cause to be injured, any portion of any public sewer, sewage pumping plant, water pollution plant, or any appurtenances thereto.

Section 10.08 Opening Manhole

An unauthorized person shall not open or enter, or cause to be opened or entered, for any purpose whatsoever, any manhole in any public sewer.

DIVISION XI DISCHARGE OF WASTE TO THE PUBLIC SEWER

Section 11.01 Waste Disposal Permit Required

No person shall discharge, or cause to be discharged, any industrial waste into the District sanitary sewer system without having obtained an Industrial Waste Permit from T-TSA. Such permit is required in addition to any other permits that may be required by the District Code, County Code, State statute or other ordinance, rule or regulation applicable to the industrial discharge.

A person discharging waste into a public sewer shall obtain a temporary sewer service permit from the District prior to discharge. Persons requesting a temporary sewer service shall pay applicable fees in accordance with the most recent rate schedule adopted via resolution.

The District shall not grant such a permit unless it finds that sufficient capacity exists in the public sewer to allow for such waste.

For the purpose of this section, garbage grinders powered by motors of more than one horsepower and grease interceptors installed in restaurants are considered to be industrial waste facilities.

Section 11.02 Revocation of Permit

The District Manager may recommend that revocation of, and the Board may revoke, any permit, if, after a public hearing, if a public hearing is requested, or otherwise, after due investigation, the Board finds that the Permittee has failed to correct conditions as required by the District, or that fraud or deceit was employed in obtaining the permit, or that any other violation of this Chapter exists.

Section 11.03 Application Form

The District shall provide printed application forms for the permit required by this Section indicating thereon the information to be furnished by the applicant. The District may require in addition to the information furnished by the printed form, any additional information from the applicant which will enable the District to determine that the proposed disposal complies with the provisions of this Chapter.

Section 11.04 Permit

If it appears from the application for any permit required by this article that the proposed disposal complies with the provisions of this Chapter, the District, upon receipt of the fees hereinafter required, shall issue such permit.

Section 11.05 Liquid Waste Disposal

Before granting a Waste Disposal Permit to any applicant, the District shall determine either that the waste is one which will not damage or destroy the public sewer or cause an unwarranted increase in the cost of maintenance of the public sewer or retard or inhibit the treatment of the sewage or is one that can be made acceptable by pre-treatment.

Section 11.06 Pretreatment Plans Required

In the event pretreatment or special facilities are required to make the waste acceptable as provided under the provisions of this Chapter, the applicant for a Waste Disposal Permit may be required to furnish plans showing the method of collections and pretreatment proposed to be used, and a permit shall not be issued until said plans or required modification thereof have been checked and approved by the District.

Section 11.07 Limitations on Use of Sewer

A person shall not place, throw, or deposit, or cause or permit to be placed, thrown, or deposited in any public sewer or main line sewer any dead animal, offal, or garbage, fish, fruit, or vegetable waste, or other solid matters, or materials or obstructions of any kind whatever of such nature as shall clog, obstruct or fill such sewer, or which shall interfere with or prevent the effective use or operation thereof. A person shall not cause or permit to be deposited or discharged into any such sewer any water or sewage or liquid waste of any kind containing chemicals, greases, oils, tars, or other matters in solution or suspension, which may clog, obstruct or fill the same, or which may in any way damage or interfere with or prevent the effective use thereof, or which may necessitate or require frequent repair, cleaning out or flushing of such sewer to render the same operative or which may obstruct or cause an unwarranted increase in the cost of treatment of the sewage. No person shall install, operate, use or maintain upon the premises of any facility any mechanical grinder or waste grinder that is connected directly or indirectly to the sewer system. Storm runoff water shall not be discharged into a sanitary sewer. Any person or entity causing damage to, obstruction to, or spillage from the sanitary sewer shall be fully liable and responsible for all costs and damages, including to person or property and loss of use thereof, as may be suffered or incurred by the District to repair, replace or remediate said damage, obstruction, spillage or conditions resulting from improper use of the sewer collection system.

No person shall discharge, cause, or permit to be discharged into the public sewer the following:

1. Any gasoline, Benzene, Naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any liquid or vapor having a temperature higher than one hundred forty (140) degrees Fahrenheit.
3. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures below sixty (60) degrees Fahrenheit.
4. Any garbage from a residential unit that has not been properly shredded. Properly shredded is defined to mean ground to a fineness sufficient to pass through a 3/8 inch screen. Garbage is prohibited from a commercial property.
5. Any water or wastes containing 300 milligrams per liter, suspended solids, or excessive dissolved solids.
6. Any water or wastes containing acid or concentrated plating solutions whether neutralized or not.
7. Any water or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement.
8. Any waste water containing cyanides in excess of two milligrams per liter (2 mg/l).
9. Any noxious or malodorous gas or substance capable of creating a public nuisance.
10. Any radioactive wastes or isotopes.
11. Any water or wastes having pH lower than 6.5 or higher than 8.5. Before any person shall discharge acids or alkalis into the public sewer, he shall control the pH to the extent the

District finds adequate.

12. Any wastewater with an excessive BOD or chemical oxygen demand.
13. Any waste water which is prohibited (volume or substance) by the Tahoe-Truckee Sanitation Agency, Ordinance 1-88, or as amended, to be discharged to the sewage treatment plant.
14. Any substance prohibited by Proposition 65, California Constitutional Amendment.
15. Any water or wastes which contain substances or possess characteristics which, in the judgment of the General Manager, may have a deleterious effect upon the sewage treatment works or collection system.
16. The use of diluting waters to meet the requirement standards for discharge of waste is prohibited.

Section 11.08 Water

No uncontaminated water shall be discharged into a public sanitary sewer except by written permission from the District.

Section 11.09 Toxic Substances

All toxic chemical substances shall be retained or rendered acceptable to the District's satisfaction before discharge into the public sewer.

Section 11.10 Rights of Permittee

Within the time specified in the notice of violation of suspension, the permittee shall correct and remedy the conditions so specified, to the satisfaction of the District Manager, or file with the Board a denial that all of the conditions so specified exist, request a public hearing, and correct the conditions which the permittee admits to exist, or file with the Board a denial that any of the conditions so specified exist and request a public hearing.

Section 11.11 Application Fee for Waste Permit

The District shall collect an application fee of \$20.00 with each application, which fee shall be separate and apart from any fees or deposits collected or imposed under other ordinances or regulations or by reason of any license, agreement or contract between the applicant and other public agency. Such application fee shall not be refunded even though the application be denied.

Section 11.12 Waste Treatment Plants or Facilities Required

Except for the mandatory installation required by Section 11.16, waste treatment plants, facilities or interceptors shall be installed whenever the District shall find as a fact that such facilities are required to safeguard the public health; prevent pollution of streams, or bodies of surface or underground water, prevent pollution of storage reservoirs, either natural or artificial; prevent damage or increased maintenance costs in the sewerage system; prevent damage to public or private property; prevent a public nuisance; or to comply with applicable regulations of any other public agency. (Amended by Ord 2009-06)

Section 11.13 Installation

Interceptors or other waste treatment plants or facilities shall be so installed and constructed that they shall be at all times easily accessible for inspection and maintenance. The District may require an inspection manhole on the owner's property for sampling and measurement of flow.

Section 11.14 Maintenance and Operation of Private Treatment Plants or Facilities

All waste treatment plants or facilities and all appurtenances thereto, now existing or hereafter constructed under jurisdiction of this Chapter shall be maintained by the owner or person having control of the property affected in good operating condition and in a safe and sanitary condition at all times. All devices and safeguards which are required by this Chapter for the operation thereof, and all records of such operation shall be maintained in good order.

Section 11.15 Access to Properties

The District shall be permitted at all reasonable hours to inspect waste treatment plants or facilities and to enter and inspect the place, enclosures, or structure where wastes or effluent are discharged or deposited.

Section 11.16 Waste Pretreatment Removal Devices

Gravity grease interceptors shall be installed in all establishments which handle, prepare, cook, or service foods or where, in the opinion of the General Manager, they are necessary for the handling of wastes that can affect the proper functioning of the sewer system. With the exception that such interceptors shall not be required for dwelling units. All gravity grease interceptors shall be installed and maintained to comply with the Sewer Technical Specifications and the most current version of the California Plumbing Code, be maintained in good working order, and be supported by records of maintenance and proper operation. Maintenance records shall be provided to the District upon request.

Grease interceptors shall be installed on all new establishments and on existing establishments within ninety (90) days of the following events:

1. Change of ownership of either the underlying property or business.
2. Increase in seating capacity (either inside or outside).
3. An issuance of a County building permit for construction, reconstruction, remodel, or related work to be performed on the premise.
4. Any establishment found to be discharging fats, oils, and grease (FOG) into the sewer system in unreasonable quantities as determined by the District.
5. Receipt of written notice from the General Manager indicating the necessity to install a device.

Sand-oil interceptors shall be installed prior to discharge of waste to the sewer system in all establishments where, in the opinion of the General Manager, they are necessary for the handling of liquid wastes containing grease, flammable wastes, sand, oil, solids, or acidic or alkaline substances in quantities that can affect the proper functioning of the sewer system. With the exception that such interceptors shall not be required for dwelling units. All sand-oil interceptors shall be installed and maintained to comply with the Sewer Technical Specifications and the most current version of the California Plumbing Code, be maintained in good working order and be supported by records of maintenance and proper operation. Maintenance records shall be provided to the District upon request. Sand-oil interceptors shall be installed at the following facilities:

1. Recreational vehicle dump stations.
2. Vehicle wash stations.
3. All automotive service bays and automotive repair shops must have floor drains connected

to the sewer system. All such floor drains shall have a sand-oil separator installed.

All other establishments where, in the opinion of the General Manager, they are necessary for the handling of liquid wastes containing grease, flammable wastes, sand, oil, solids, or acidic or alkaline substances in quantities that will affect the proper functioning of the sewer system.

DIVISION XII CONSTRUCTION OF SEWER LINES

Section 12.01 Definitions

For the purposes of this Division, the specified terms are defined as follows:

- A.** "Developer" means any person or entity, excluding those persons contracting with the District who installs or causes to be installed one or more structures which will be connected to the District collection system.
- B.** "Force Main" means pipelines that convey wastewater under pressure from a lower to higher elevation, particularly where the elevation of the source is not sufficient for gravity flow and/or the use of gravity conveyance will result in excessive excavation depths and high sewer pipeline construction costs.
- C.** "Force Main extension" is any extension of the force main between the existing District force main and the lots which are being improved or which are owned by the developer. A force main extension does not include a force main constructed within the tract of land which is being improved or which is owned by the developer.

Section 12.02 Financial Responsibility for Construction of Sewer Line

A developer who installs and/or causes to be installed any portion of the District collection system is financially responsible for the installation, and all incidents thereof, of that portion of the sewer collection system.

- A.** Buy Back Agreements. At the District's option, the District may enter into an agreement with the Developer whereby adjacent properties benefited by and connecting to the sanitary sewer facilities installed by the Developer or their agent, will be required to reimburse the Developer or their agent, through the District, for a prorated share of the cost of sanitary sewer facility design and construction. Administration of the reimbursement monies will continue until such prorated shares have been paid, but no longer than a period of ten years after completion of the sanitary sewer facilities.

Section 12.03 Construction of Collection System

- A.** When a developer proposes to construct a force main and/or one or more house laterals, the developer may perform such construction, subject to the requirements of the District.
- B.** When the developer performs the tap between the house lateral constructed by the developer and a main line constructed by the developer, no tapping fee shall be charged. Other connection fees, including hook-up fees, fixture unit fees, and sewerage facility fees, shall be charged as set forth in Division VI.

Section 12.04 Performance, Payment and Maintenance Surety Bond

Developer shall procure and continuously maintain at its sole expense Performance, Payment and Maintenance Surety Bonds issued by a company authorized to do surety business in the State of California upon its standard form, guaranteeing that Developer will perform all of its obligations under this Agreement and will pay for all work and material furnished to the job. Said bond shall be in an amount equal to the value of the cost of construction of the Improvements and shall provide coverage for the Improvements and on account of Developer's obligation to replace or repair any and all defects in material or workmanship in said Improvements for a period of two (2) years following completion and acceptance of said Improvements.

Section 12.05 Liability

The District and its officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work by a developer. The developer shall indemnify, protect, defend and shall hold harmless the District and its officers, agents and employees from any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, attorneys' fees, and other fees, and interest incurred in defending the same or in seeking to enforce this provision. The developer shall be solely liable for any defects in the performance of the developer's work or any failure which may arise therefrom.

Section 12.06 Formation of Improvement District

- A.** When a developer installs or causes to be installed any part of the District collection system, the developer may request in writing that the District form an improvement district, pursuant to the California County Water District law or other law, to include that real property which is served and benefited (or to be served and benefited) by the collection system installed or caused to be installed, by the developer.
- B.** The District may agree to form an improvement district only after receiving the developer's written request for formation thereof and the developer's written agreement to pay all sums reasonably incurred by the District in the formation and operation of the improvement district.
- C.** If the District agrees to form an improvement district, the developer shall pay the District an initial fee, to be determined by the District, towards the District's cost of forming the improvement district. The District shall not take any steps towards the formation of the improvement district until it receives this initial fee.
- D.** The developer may withdraw the request for the formation of an improvement district if no prejudice will result therefrom to the District or its customers.
- E.** The developer shall be liable for all costs reasonably incurred by the District in the formation and operation of the improvement district whether or not the improvement district is formed.

Section 12.07 Size of New Force Main

The District may require the developer to install a force main larger than that necessary to adequately serve the developer's proposed construction. When the District requires the installation of a larger force main, the District shall either (a) pay the difference in cost, as determined by the District, between the size necessary to serve the developer's construction and the larger main line or (b) perform the installation itself subsequent to the receipt from the developer of a sum sufficient to cover the cost of installation, and other necessary expenses, of the main line required by the developer.

Section 12.08 District's Option to Construct Facilities

Whenever a developer applies for an assurance of sewer service or a sewer permit which involves the extension of the District's force main, the District, at its sole option, may install such facilities subsequent to the developer's advancement to the District of funds sufficient to cover the costs of construction and other necessary expenses as may be reasonably incurred by District for engineering, administration, staff and legal expenses.

Upon completion of construction, the District shall refund any funds advanced in excess of the actual cost to be borne by the developer.

Section 12.09 Application for Force Main Extension Agreement

Whenever a developer applies for a sewer permit or an assurance of sewer service which involves a force main extension, the developer may also apply to the District for a Force Main Extension

Agreement, which provides for partial reimbursement to the developer of the developer's costs of constructing the force main extension. The District may accept the application and approve a Force Main Extension Agreement.

Section 12.10 Force Main Extension Agreement

Whenever a developer enters into a Force Main Extension Agreement with the District, the Agreement may provide for a refund to the developer as follows:

- A.** Within the limits specified herein, when the Force Main has been installed at the Developer's sole expense, the Developer shall be entitled to a sum up to twenty-five percent (25%) of the hook-up unit fees and fixture unit fees received by the District for hook-ups into the Force Main Extension paid for by the developer.
- B.** Any amounts collected by the District for hook-up unit fees and fixture unit fees, subject to Section 12.10 A, shall be refunded to the developer within ninety (90) days following the date of collection; provided that no refund shall be made for collections made after five (5) years from the date of completion of the extension.
- C.** The total amount to be refunded to the developer shall not exceed 25% of the net amount paid by the developer to the District for the extension, if installed by the District, or 25% of the estimated cost, as determined by the District, for such extension if installed by the developer.

Section 12.11 Dedication Requirements

An Offer of Dedication of all those portions of the collection system to be constructed, excluding private sewer lines, shall be included in any application concerning construction of the collection system.

Upon completion, final inspection and approval of the constructed improvements by the District, the Developer shall present an Offer of Dedication and any and all easements, signed and acknowledged, on the forms and in the content as provided by the District.

No portion of the collection system shall be accepted by the District for dedication unless that portion to be accepted has been constructed in conformity with the requirements of the District. When the construction of the collection system has been completed and accepted by the District, it shall become the property of the District.

Notice to Developer: Prevailing Wages may have to be paid to employees and subcontractors on construction of facilities which are later to be dedicated to the District.

Section 12.12 Initiation of Sewer Service

To initiate sewer service, a permittee shall deliver to the District a written request for the initiation of sewer service at least fifteen (15) working days prior to the date sewer service is to be made available.