

**TRI GENERAL IMPROVEMENT DISTRICT
PROCESS WATER RULES, REGULATIONS AND
RATES**

Adopted December 19, 2024

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ARTICLE 1. GENERAL PROVISIONS

- 1.1 Purpose. TRIGID has been created by Storey County under Nevada Revised Statutes Chapters 318 and 308 to own, maintain and operate community water, Sewer, and Process Water systems to provide service to Customers in the Service Area, known as Tahoe-Reno Industrial Center, pursuant to Ordinance #171 and Resolution 00-85, both passed on August 8, 2000 and subsequent ordinances and resolutions related thereto. TRIGID is not regulated as a public utility by the Nevada Public Utility Commission. TRIGID is a political subdivision of the State of Nevada.
- 1.2 Enterprise. Upon appropriate dedication to TRIGID of Process Water facilities by those with the obligation to construct them, TRIGID will operate a Process Water system for those who have a contractual right to receive Process Water and, in the limited circumstances set forth in these Rules, TRIGID will accept Process Wastewater.
- 1.3 Separability. If any section, subsection, sentence, clause or phrase of these Rules, Regulations and Charges (referred to herein as these Rules) or the application thereof to any Person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of these Rules or the application of such provision to other Persons or circumstances. The Board hereby declares that it would have promulgated these Rules or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared to be unconstitutional.
- 1.4 Words and Phrases. For the purposes of these Rules, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.
- 1.5 Water Rights. Unless otherwise specified in a contract to which TRIGID is a party, all Process Water rights arising from wastewater entering the TRIGID system or created within the TRIGID system shall belong solely to TRIGID. No Customer shall perform any act that impairs or disputes TRIGID's ownership thereof.

ARTICLE 2. DEFINITIONS

- 2.1 Account Transfer shall mean any change made to a billing account, including but not limited to new ownership or new tenancy.
- 2.2 Applicant shall mean the Person, business or governmental entity making application for a commitment for Process Water service, or for a Permit to temporarily Discharge Process Wastewater into any Sewer or Process Water facility, or for any new infrastructure according to these Rules.
- 2.3 Application shall be a written request for Process Water service or for a Permit to temporarily Discharge Process Wastewater into any Sewer or Process Water facility, or for any new infrastructure on the form prescribed by TRIGID, which shall constitute an agreement by Applicant to comply with these Rules.
- 2.4 Billing Period shall be the period for which a billing is made. It may be for an average month and need not coincide with the calendar month (i.e. may be billed on a cycle of 29 to 31 days).
- 2.5 Board shall mean the Board of Trustees of TRIGID.

- 2.6 Capital Costs shall mean costs of reconstruction, major rehabilitation, expansion or upgrading required as facilities reach the end of their useful life.
- 2.7 Capital Outlays shall mean expenditures which result in the acquisition of, or addition to, fixed or capital assets.
- 2.8 Connection Charge shall mean a fee charged by TRIGID in order to compensate TRIGID for the Capital Costs of investment, maintenance and repair in Process Water Supply System equipment and related Process Water or Process Wastewater facilities. Unless prohibited by contract, the charge is applied to all new users of Process Water Facilities in approximate proportion to their anticipated usage and is for the right to receive service from the Process Water Supply System.
- 2.9 Construction Water shall mean water for construction purposes that is delivered by means other than a standard service connection.
- 2.10 Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under a Permit.
- 2.11 County shall mean the County of Storey, Nevada.
- 2.12 Cross Connection shall mean any actual or potential connection between TRIGID's potable water facilities and any source or system that may potentially cause contamination, pollution, or change in water quality by any and all causes.
- 2.13 Customer shall mean the Person in whose name service is rendered as evidenced by its signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in Customer's name regardless of the identity of the actual user of the service.
- 2.14 Delinquent shall mean an account that has not been paid by the 1st day of the calendar month following the due date of payment specified on the bill.
- 2.15 Developer shall mean any Person engaged in or proposing Development of property in the Service Area.
- 2.16 Development shall mean improvements to property that requires Process Water service, including but not limited to installation of service mains to and possibly on the property being improved, or installation of the related Temporary Process Wastewater System components.
- 2.17 Discharge shall mean the addition of any substance to the Sewer or Temporary Process Wastewater System.
- 2.18 Domestic Wastewater shall mean the spent water from building water supply to which the waste materials of restrooms, kitchen, laundry and other Discharge sources has been added.
- 2.19 Easement shall mean an acquired legal right for the specific use of land owned by others.
- 2.20 Employee shall mean any individual employed by TRIGID and shall not mean independent Contractors, consultants, and their employees.
- 2.21 Fixture shall mean any sink, tub, shower, toilet or other facility connected by drain to the Sewer or

Temporary Process Wastewater System.

- 2.22 Fixture Unit is defined, and has that weighted value assigned, in the latest edition of the International Plumbing Code.
- 2.23 Interference shall mean inhibition or disruption of the delivery, collection, or treatment facilities or operations.
- 2.24 Lateral shall mean the portion of a TRIGID Process Water or Process Wastewater line lying within a right of way open to the public connecting a building line to a Main line.
- 2.25 Law is any statute, rule or regulation established by federal, state, County or municipal authorities.
- 2.26 Main shall mean a TRIGID Process Water or Process Wastewater line designed to accommodate more than one Lateral.
- 2.27 Meter shall mean a volume-measuring and recording device for Process Water or Process Wastewater, furnished and/or installed by a user and approved by TRIGID.
- 2.28 Operation and Maintenance shall mean those functions that result in expenditures during the useful life of the distribution, collection and treatment works for materials, labor, utilities and other items that are necessary for managing and maintaining the Process Water and Process Wastewater works to achieve the capacity and performance for which such works were designed and constructed. The term "Operation and Maintenance" includes Replacement as defined in these Rules.
- 2.29 Owner shall mean a Person who holds legal title to the property or who is under contract to purchase the property.
- 2.30 Pass Through means a Discharge that exits the Publicly Owned Treatment Works ("POTW") in quantities or concentrations that, alone or in conjunction with a Discharge or Discharges from other sources, is a "cause" of a violation of the POTW's Permit.
- 2.31 Permit shall mean any written authorization required pursuant to these Rules or any other rules or regulations of the Service Area for the installation or operation of any Process Water or Process Wastewater works.
- 2.32 Person shall mean any individual firm, association, organization, partnership, trust, company, corporation or entity, and any municipal, political, or governmental corporation, district, body, or agency other than TRIGID.
- 2.33 Premises shall mean all of the real property served by the Process Water Supply System.
- 2.34 Process Wastewater shall mean wastewater Discharged by a Process Water Customer as a product of the Customer's industrial, process or other non-domestic use of the Process Water supply. The term Process Wastewater does not include wastewater Discharges generated from the use of potable water.
- 2.35 Process Wastewater Discharger shall mean a Process Water Customer receiving Process Water from the Process Water Supply System and producing wastewater other than Domestic Wastewater who, pursuant to a Temporary Process Wastewater Discharge Permit, Discharges or causes a Discharge of Process Wastewater to a TRIGID Sewer or Process Wastewater System.

- 2.36 Process Water shall mean non-potable water used for industrial, process, or other non-domestic purposes pursuant to a contractual right. Unless otherwise specified by contract, Process Water shall not mean potable water that is used for industrial, process or other non-domestic purposes.
- 2.37 Process Water and Wastewater Inspector shall mean a Person authorized by TRIGID to inspect any part of the Process Water System or Process Wastewater System, including but not limited to on- or off-site infrastructure, Process Wastewater generation, conveyance, processing and disposal facilities.
- 2.38 Process Water Supply System shall mean any and all facilities, systems, equipment and appurtenances now or hereafter owned, operated or controlled by TRIGID that are necessary or used to contain, convey, treat, store and deliver non-potable water to Process Water Customers, including without limitation, pipes, wells, transmission and distribution mains, treatment facilities, ponds, storage facilities, pump stations, valves, fittings, and appurtenant facilities and interconnection facilities necessary to connect into the Process Water Supply System.
- 2.39 Replacement shall mean expenditures for obtaining and installing equipment, accessories or appurtenances that are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.
- 2.40 Rules shall mean these Rules, Regulations and Rates of The TRI General Improvement District for Process Water Service.
- 2.41 Sanitary Sewer shall have the definition provided in the TRI General Improvement District Sewer Rules, Regulations and Rates.
- 2.42 Service Area shall mean the service area as designated in Article 14 of these Rules.
- 2.43 Service Connection is the point of connection of the Customer's piping with TRIGID's facilities.
- 2.44 Sewer shall have the definition provided in the TRI General Improvement District Sewer Rules, Regulations and Rates.
- 2.45 Temporary Process Wastewater System shall mean any and all facilities, systems, equipment and appurtenances now or hereafter owned, operated or controlled by TRIGID that are necessary or used to collect, contain, convey, treat, store and deliver Process Wastewater, including but not limited to the Temporary Treatment Facility and the portion of the Process Water Supply System that is temporarily being utilized to collect temporary Process Wastewater discharges sent directly the Asamera Effluent Storage Reservoir.
- 2.46 Temporary Treatment Facility shall mean the Process Wastewater treatment works located at the Reservoir.
- 2.47 Tenant shall mean a Person renting or leasing a Premises from the Owner or the Owner's selected representative.
- 2.48 TRIGID shall mean TRI General Improvement District, a political subdivision of the State of Nevada, formed and existing as specified in Subsection 1.1 of these Rules.
- 2.49 User Charge shall mean that portion of the total Process Water and/or Process Wastewater service charge that is levied in a proportional and adequate manner for the cost of operation, maintenance and Replacement of the Process Water Supply System or Temporary Process Wastewater System.

- 2.50 Will Serve shall mean the written approval constituting a will-serve commitment for Process Water service from TRIGID.

ARTICLE 3. CONDITIONS OF SERVICE

- 3.1 Area Served. Providing the Owner has a contractual right to Process Water, Properties within the boundaries of the Service Area specified in Article 14 may receive Process Water service from TRIGID in accordance with these Rules and subject to acceptance by TRIGID of a completed Application by Applicant, Applicant's submission of plans and TRIGID's approval thereof, Applicant's payment of all associated fees and charges, and TRIGID's issuance of a Will Serve.
- 3.2 Penalties for Violation. For the failure of the Customer to comply with all or any part of these Rules, TRIGID may, in its discretion, impose any or all the following: (1) discontinue the Customer's service until the Customer is in compliance; (2) terminate service in accordance with Article 10; (3) impose a fine or other penalty as authorized by NRS 318.170; and take such other actions as allowed by law.
- 3.3 Notices to Customers. Notices from TRIGID to a Customer will normally be given in writing, and either delivered or mailed to Customer at Customer's last known address or to Customer's billing email address of record. Where conditions warrant and in emergencies, TRIGID may resort to notification either by telephone or messenger. When a Customer is refused service under the provisions of these Rules, TRIGID will notify the Customer promptly of the reason for the refusal to serve and of the right of the Customer to appeal the General Manager's decision to the Board. Failure by the Customer to accept a certified letter notice will not relieve the Customer of responsibility for contents of a notice and to comply with all provisions therein.
- 3.4 Notices from Customers. Notice from the Customer to TRIGID must be given by Customer or by Customer's authorized representative in writing at TRIGID's operating office. TRIGID's current operating office (which is subject to change) is:
- TRI General Improvement District
440 USA Parkway, Suite 105
McCarran, NV 89437
Telephone: (775) 636-6126
- 3.5 Customer's Premises. TRIGID Employees shall have the right of access to Customer's property at all reasonable hours for any purpose related to the furnishing of Process Water and Process Wastewater service, inspection of facilities, and protection of water quality and quantity. Employees will generally not enter upon Customer's Premises to engage in repair or alteration of Customer's piping and Fixtures since it is the responsibility of Customer to service or repair its piping and Fixtures.
- 3.6 Special Conditions and Circumstances. In the event that conditions or circumstances arise that are not specifically covered by these Rules or warrant deviation from these Rules, TRIGID may take whatever action, including establishing rates and charges which, in its discretion, is warranted, including but not limited to execution of contracts and agreements with Customers covering special conditions and circumstances.
- 3.7 Effective Date. These Rules shall become effective on the date of approval of the Board.
- 3.8 Continuity. Adoption of these Rules shall not be construed as a waiver of any right of TRIGID or

obligation of Customer under any prior agreement, contract, or commitment.

- 3.9 Meters. All new services shall have Process Water meters and Process Wastewater meters. TRIGID will bill according to the relevant metered rate schedule.
- 3.10 Interruption of Service. TRIGID will endeavor to notify Customers in advance of any interruption in service due to repairs or other causes. However, in emergency conditions, when notification is not practical, service may be interrupted for indefinite periods of time. All Customers shall hold TRIGID harmless for any damages arising from interruptions in service caused by repairs, emergencies or conditions beyond the control of TRIGID.
- 3.11 Tampering with TRIGID Property. No one except an Employee or representative of TRIGID shall at any time in any manner operate the curb cocks or valves, main cocks, gates, valves or any other part of TRIGID's system; or interfere with the Meters or their connections, mains or other parts of the system.

ARTICLE 4. SCHEDULE OF RATES AND CHARGES

- 4.1 General Metered Process Water and Process Wastewater Service. Customer has the obligation to pay all rates and charges established by TRIGID. TRIGID may increase said rates and Connection Charges when the Board determines that said rates and Connection Charges are insufficient to pay all costs of Capital Outlays (including interest, if applicable) along with all operating costs of TRIGID, including but not limited to, overhead, salaries and other Employee compensation, operating and maintenance expenses, contract expenses, reserve and Replacement, water rights lease or purchase fees, any other fees, expenses and charges normal and customary for utility companies. In the event said rates are insufficient to pay all said operating costs, then monthly rates may be raised to a level that will cover all costs. The current rates for Process Water service shall be charged in accordance with Resolution 2022-002, included below and approved by the Board on July 7, 2022, and may be superseded by subsequent Board Resolutions adopted in accordance with NRS Chapter 318.

PROCESS WATER RATES

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
	Customer	\$3,620.54	\$3,725.53	\$3,833.57	\$3,944.75	\$4,059.14
Meter Charge	3/4"	\$199.60	\$205.39	\$211.34	\$217.47	\$223.78
	1"	\$332.67	\$342.31	\$352.24	\$362.45	\$372.97
	1-1/2"	\$665.33	\$684.63	\$704.48	\$724.91	\$745.93
	2"	\$1,064.53	\$1,095.40	\$1,127.17	\$1,159.86	\$1,193.49
	3"	\$2,129.06	\$2,190.80	\$2,254.33	\$2,319.71	\$2,386.98
	4"	\$3,326.65	\$3,423.13	\$3,522.40	\$3,624.55	\$3,729.66
	6"	\$6,653.31	\$6,846.25	\$7,044.80	\$7,249.09	\$7,459.32
	8"	\$10,645.29	\$10,954.01	\$11,271.67	\$11,598.55	\$11,934.91
	10"	\$27,943.89	\$28,754.27	\$29,588.14	\$30,446.20	\$31,329.14
	Volume per kgal:	\$2.68	\$2.76	\$2.84	\$2.92	\$3.01

- 4.2 Temporary Process Wastewater Rates. No Process Water Customer may Discharge Process Wastewater unless authorized in writing by TRIGID. The purpose of the Process Wastewater rate is to recover costs related to collection, treatment, disposal, and administration expenses associated with the Temporary Process Wastewater System. Any Customer who Discharges Process Wastewater shall pay all rates and charges established by TRIGID. TRIGID may increase said rates when the Board determines that they are insufficient to pay all costs of Capital Outlays (including interest, if applicable) along with all operating costs of TRIGID, including but not limited to, overhead, salaries and other Employee compensation, operating and maintenance expenses, contract expenses, reserve and Replacement, and any other fees, expenses and charges normal and customary for utility companies. In the event said rates are insufficient to pay all said operating costs, then monthly rates may be raised to a level that will cover all costs. The current rates shall be charged in accordance with Resolution 2024-002, included below and approved by the Board on March 7, 2024, and may be superseded by subsequent Board-approved Resolutions adopted in accordance with NRS 318.

TEMPORARY PROCESS WASTEWATER RATES

FY	Annual Charge	One-Time Charge	PWS WW1	PWS WW2	Capital Cost Component	Commodity Charge (per Kgal)
FY24	\$64,870	-	-	-	-	\$6.88
FY25	\$64,870	\$14,330	\$52,769	\$23,395	\$17,397	\$6.88
FY26	\$67,335	-	\$54,852	\$24,319	\$17,397	\$7.15
FY27	\$69,894	-	\$57,039	\$25,288	\$17,397	\$7.43

- 4.3 Process Water Connection Fees. Unless exempted by contract, an Applicant for a Process Water Will Serve shall pay the Connection Charge in effect on the date of the Application upon completion of all requirements under Article 9. For calculations of Connection Charges and for tracking water allocations on all Process Water accounts, the Applicant must provide TRIGID with expected usage and Discharge volume information based on Fixture Unit counts or Process Water and Process Wastewater projections stamped by a Civil Engineer registered in the State of Nevada. The Applicant shall provide this information on the TRIGID-prescribed form and submit it along with an approved stamped set of drawings. If a Customer without a contractual waiver of Connection Charges applies for service, TRIGID has the authority to charge Connection Charges, as TRIGID may establish from time to time pursuant to NRS Chapter 318, which Applicant shall pay prior to TRIGID issuing a Process Water Will Serve.

- 4.4 Build and Dedicate TRIGID System Facilities. If TRIGID determines, in TRIGID's sole discretion, that connection of new service for a Customer will exceed the existing capacity of the Process Water or Process Wastewater components of TRIGID's systems, or requires additional distribution, collection, treatment, storage or other facilities, TRIGID may in its sole discretion require as a condition of service that the Customer design, obtain Permit(s) for, and construct and dedicate to TRIGID all additional new facilities (for example, without limitation, pump stations, pipelines, valves) necessary to increase said capacity or provide facilities for Customer's use prior to TRIGID providing service. Customer shall complete and dedicate to TRIGID without charge all system facilities. To the extent that TRIGID requires any of said system facilities to be oversized beyond the Customer's needs, TRIGID may in its sole discretion (i) reimburse the Customer from Connection Charges or a reimbursement agreement pursuant to which charges are collected from subsequent Customers that use said facilities, or (ii) provide Customer a credit therefor from Connection Charges.
- 4.5 Basis for Billing. TRIGID will bill all services on the basis of monthly rates specified in Article 4. Customers are responsible for payment based on all Process Water and/or Process Wastewater recorded as having passed through a Meter regardless of whether the Process Water was put to beneficial use or the Process Wastewater was treated. The Owner shall be ultimately responsible for payment of bills and fees for its property in the case of nonpayment by a Tenant or other occupant.

ARTICLE 5. OTHER CHARGES, FEES AND DEPOSITS

- 5.1 Security Deposit for Service. TRIGID may require a security deposit in the amount of Five Hundred Dollars (\$500.00) or one-year's total estimated rates from all new Customers or Applicants; from Customers whose accounts are Delinquent on more than one occasion (*i.e.*, two monthly payments overdue) in any one (1) year period; or in situations where TRIGID has cause to believe in its sole discretion that a deposit is required to ensure payment of bills. At the end of one year of service, if all accounts have been kept current, the amount of the deposit, shall be credited to the succeeding months' bill(s). Upon discontinuance of service, any deposit held by TRIGID will be applied to the final billing and any balance refunded to the Customer. If the deposit is applied to a Customer's account because of Delinquent bills, all interest accrued will first be applied to Delinquent bills. By posting a deposit, the Customer agrees that the deposit is a pledge to make future payments to TRIGID and not payments for future services that are furnished by TRIGID.

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

- 5.2 Temporary Process Wastewater Discharge Permits and Monitoring Fees. For an Application to Discharge Process Wastewater, the Applicant must pay a non-refundable application fee with each original application for a Permit and each application to modify a Permit or to renew a Permit, as follows or as may be amended from time to time:

Permit Type	Fee
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Cooling Water Only	\$2,000
Less than 50,000 gallons of Process Wastewater daily	\$2,500
50,000 gallons or more but less than 250,000 gallons of Process Wastewater daily	\$3,000
250,000 gallons or more but less than 500,000 gallons of Process Wastewater daily	\$4,000
Temporary Discharge (for commissioning purposes only – less than 30 days)	\$250

- 5.3 Process Water and Process Wastewater Plan Checking and Inspection Fee. Any Applicant, Customer or a Developer requiring approval of plans by TRIGID, a Will Serve letter, or desiring plan checking, shall pay to TRIGID a \$500 plan review fee and a \$1000 inspection fee for Process Water and, if applicable, a separate \$500 plan review fee and a \$1000 inspection fee for Process Wastewater at the time of the Application.
- 5.4 Modeling Fee. Where, in TRIGID's sole discretion, any Applicant, Customer or Developer requires modeling for any purpose, including but not limited to site investigation, due diligence, or a design process, the Applicant, Customer, or Developer shall pay to TRIGID the actual cost of modeling as a pre-requisite to receiving a Will Serve.
- 5.5 Relocation of Service Connection. Upon Application approval and Customer's payment of applicable fees, an existing Service Connection may be relocated if the new service is of like size and will provide service to the same parcel of property.
- 5.6 Increase in Size of Service Connections. Enlargement of a Service Connection to the same property, requiring abandonment of the existing connection and installation of a complete Replacement connection of increased size shall be treated as a new Service Connection and shall be charged accordingly. The fees to be paid by the Customer upon application for increase in size of Service Connection shall be a Connection Charge determined by subtracting the Connection Charge for the size of service being abandoned from the Connection Charge for the size of service being installed.
- 5.7 Public Agencies Exempted from Deposit Requirements. In lieu of cash deposits or sureties, purchase orders will be accepted from public agencies.
- 5.8 Delinquent Accounts. In addition to other provisions of these Rules, TRIGID will charge a late penalty. If payment is not received before it becomes Delinquent, a late penalty processing fee and a penalty on the outstanding balance will be charged in accordance with Article 8.3, and TRIGID may discontinue the service according to the procedure outlined in Article 10.
- 5.9 Damage to TRIGID Property. Persons causing damage to TRIGID property by any willful or negligent act shall be responsible for payment of costs incurred. Customers or their Contractors, agents and representatives causing damage to TRIGID property shall be strictly liable for payment of all costs caused by such damage.
- 5.10 Photocopy Charges. The charge for making photocopies on TRIGID copying equipment shall be \$.25 per copy.

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

ARTICLE 6. MAIN EXTENSION

6.1 General Conditions.

- A. Construction Plans. A Person proposing an extension to TRIGID's Process Water System or Temporary Process Wastewater System to provide service to a parcel of property shall submit detailed plans when it submits an Application for service. Such plans shall indicate the size and location (horizontal and vertical) of mains and other facilities, including all service Laterals. In addition, plans shall designate boundaries of the Applicant's property that will be served by the proposed extension. System improvements shall be designed by a professional engineer licensed in Nevada, and any infrastructure dedicated to TRIGID shall be designed by a qualified firm approved by TRIGID. TRIGID will not accept infrastructure for dedication unless the Applicant obtained TRIGID's approval of plans prior to construction and can warrant and document that the infrastructure was constructed in accordance with the approved plans.

TRIGID will review the plans and return written comments to the Applicant indicating any necessary revisions. The Applicant shall prepare and submit to TRIGID final plans of the improvements with all comments addressed to the satisfaction of TRIGID. TRIGID will not provide permission to start construction unless and until Applicant executes all necessary documents; pays applicable charges, fees and deposits; obtains approvals from all other appropriate governmental entities; and participates in a preconstruction conference with TRIGID. No related construction may be started before permission is granted by TRIGID.

- B. Time Limitation. Approval by TRIGID for any Main extension and any related commitment of existing capacity in a particular Main will only be valid for a limited time. In the event that construction of the main(s) covered by any approved plan is not started within one (1) year from the date of approval, or active construction work within a property is commenced and then discontinued for a period of six (6) months, the project shall be deemed to have been abandoned, and TRIGID will treat any subsequent proposal for reactivation as a new project.
- C. Compliance with Specifications. All Main extensions, Service Connections, and appurtenances shall be constructed to conform with TRIGID specifications. Activation of the Mains shall not be permitted until authorized by TRIGID and NDEP, if applicable. Connections to existing mains shall be made only in the presence of a representative of TRIGID and at times specified by TRIGID. Mains can be shut down only with the

specific written approval of TRIGID. All extensions of TRIGID infrastructure that will be dedicated to TRIGID must have full-time observation and testing by a qualified firm approved by TRIGID in order for TRIGID to accept such infrastructure for dedication. Documentation that all work was completed in compliance with specifications and approved plans must be provided to TRIGID and approved by TRIGID prior to TRIGID's acceptance of infrastructure.

- D. Guarantee. By dedicating infrastructure to TRIGID, the Developer or Customer making the dedication warrants and guarantees for a period of one (1) year from date of acceptance by TRIGID that materials and workmanship are free of defect. Upon receipt of notice from TRIGID, the Developer or Customer shall immediately cause any defect to be corrected or shall reimburse TRIGID for the cost of correction.
- E. Rights-of-Way. Mains and appurtenances shall be located within off-site rights-of-way or within an Easement granted to TRIGID not less than 20 feet in width or as TRIGID may otherwise specify. All rights-of-way or Easements shall be recorded prior to release of approved plans.
- F. Minimum Size of Main. TRIGID shall determine, in its sole discretion, the minimum size of any Main to be constructed as a part of TRIGID's distribution system by completing a hydraulic model by the District Engineer, unless otherwise approved by the General Manager, based on the anticipated future demand on the main.
- G. Commitment of Capacity. Main extensions or other facilities constructed by Persons for Development of property shall not be considered as reserved for supply to those properties exclusively. Extensions of and connections to such mains for service to others shall be permitted when, in the sole discretion of TRIGID, such connections will not substantially affect service to the original Development or property.

6.2 Standard Main Extensions.

- A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions as described in Article 6.1.
- B. Size of Mains. Proposed Main extensions to serve Developments, both on-site and off-site, shall be of sufficient size to adequately provide service for the Development. TRIGID reserves the right to establish sizes of all Mains and appurtenances.
- C. Responsibility for Cost. The cost of all Main extensions, including service Laterals and other appurtenances to be constructed under Article 6.2, including Permit fees and any other related fees, shall be borne by the Developer or Customer.
- D. Agreement and Payment of Fees. Prior to TRIGID's permission to start construction, the Developer or Customer shall execute a standard form of agreement with TRIGID, submit payment of all required fees, charges and deposits as required by these Rules, and comply with all other requirements of these Rules.
- E. Construction by Private Contractor or Developer. Design, permitting and preparation of construction drawings shall be done by competent registered professional engineer selected by the Applicant and approved by TRIGID. Construction work shall be performed by an experienced, properly licensed and competent Person or firm selected by the Applicant and approved by TRIGID. In certain circumstances when, in the opinion of TRIGID, the extent of work to be performed is minor and can be accomplished

efficiently and economically by TRIGID Employees or representatives, TRIGID may elect to perform the work and the Applicant shall deposit an amount equivalent to the estimated cost. Upon completion of construction, the differential between estimated and actual costs will be billed or refunded.

- F. Completion. Upon completion of the work, the Applicant's engineer shall certify that the work was completed according to the plans and specifications, except in the case of work completed by TRIGID. Service will not be activated until the engineer's certification, including documentation of all inspections and materials testing, is submitted to TRIGID and TRIGID accepts the construction.

6.3 Oversized Main Extensions.

- A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions described in Article 6.1.
- B. Applicability. For the purpose of this Article, an oversized Main is described as a Main larger than eight inches (8") and which, in addition to providing an adequate service to the proposed Development, is required to be of a size that will be capable of meeting future demands for parcels other than Customer's on the distribution system and provide for orderly Development of that system. TRIGID, in its sole discretion, has the right to determine when oversizing is required.
- C. Location of Mains. Oversized mains may be off-site (outside the boundaries of a Development) or traverse the interior area or combination thereof; however, any Main to be dedicated to TRIGID must be located in an Easement granted to TRIGID.
- D. Approval by TRIGID Required. Proposals for oversizing of mains shall be submitted to TRIGID for review and approval. If and when TRIGID approves the Plans, TRIGID may in its sole discretion enter into an agreement with the Developer or Customer related to construction costs and/or reimbursement for the costs of the oversized capacity.

ARTICLE 7. BASIS FOR BILLING

- 7.1 Monthly Billing. All services shall be billed on the basis of monthly rates specified in Article 4.
- 7.2 Meter Readings. Customers are responsible for payment of all Process Water or Process Wastewater recorded as having passed through a Meter regardless of whether the Process Water or Process Wastewater was put to beneficial use or treated.

ARTICLE 8. TIME AND MANNER OF PAYMENT

- 8.1 Issuance of Bills. TRIGID will issue a monthly bill for each service in accordance with these Rules. TRIGID will send out bills for service using the rates and charges established by these Rules, as they may be revised from time to time, to determine the amount.
- 8.2 Bills Due When Presented. Upon presentation, all bills shall be due and payable at the operating office of TRIGID or as specified in the bill.
- 8.3 Delinquent Accounts. Accounts not paid in accordance with Article 5 are Delinquent and shall be charged a late fee of 1.5 percent per month of the outstanding balance plus a basic penalty fee of ten percent (10%) of the Delinquent monthly billing.

- 8.4 Discontinuance of Service. TRIGID may discontinue service to a Customer having a Delinquent bill as specified in Article 10.2.
- 8.5 Represents Lien on Property. Until paid, all rates and charges provided in these Rules that are Delinquent constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by Law.
- 8.6 Proration of Service Charges; Minimum Bill. If any opening or closing bill is for a period shorter than the regular Billing Period, the base rate charge for service shall be reduced in the same proportion as the actual period of use is reduced from the regular Billing Period.
- 8.7 Failure to Receive a Bill. Failure to receive a bill does not relieve the Customer of the obligation to pay for services received. Customer has the obligation to ensure it provides TRIGID with a current billing address.
- 8.8 Checks Not Honored by Bank. TRIGID will treat a check presented in payment to TRIGID that is returned by a bank as though no payment had been made and will levy a fifty dollar (\$50.00) handling charge, plus any additional charges of the bank. TRIGID may require, in its sole discretion, payment in lieu of returned checks to be by cash or equivalent. The Customer must reimburse TRIGID for any returned check fees charged by a bank to TRIGID.
- 8.9 Estimated Bills and Non-operable Meters. If a Meter cannot be read because of obstructions or other causes, TRIGID may estimate the quantity of water used and issue a bill for the estimated service. The next succeeding bill that is based upon actual Meter readings may reflect the difference between prior estimates and actual consumption. If a Meter is found to be non-operable, TRIGID will estimate consumption and issue its bill considering all factors that TRIGID deems pertinent, in TRIGID's sole discretion.
- 8.10 Billing Adjustments. Where billing adjustments are processed for inaccurate Meter recordings or other usage adjustments, if the Meter has:
- A. under-recorded the usage of water, the adjustment shall be only for the period of the most recent six (6) months of usage.
 - B. over-recorded the usage, the adjustment in the form of a credit shall be made only for the period of the most recent six (6) months of usage.
- A Customer who, because of an adjustment to its bill, owes TRIGID money for service may pay that amount over a three (3) month period. TRIGID will credit the Customer who was overcharged because of an inaccurate Meter not later than thirty (30) days after the overcharge is determined.
- 8.11 Disputed Bills. In the case of a dispute between a Customer and TRIGID as to the correct amount of any bill rendered by TRIGID for service furnished to the Customer, the Customer will deposit with TRIGID the amount claimed by TRIGID to be due. Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by TRIGID that such deposit be made or service may be discontinued, shall warrant TRIGID discontinuing service to the Customer without further notice. A billing dispute not resolved to the Customer's satisfaction is subject to the dispute resolution procedures as provided in Article 16.

ARTICLE 9. APPLICATION FOR SERVICE

- 9.1 Application. Each Person applying for a new service or changes in an existing service will be required to sign appropriate application forms provided by TRIGID, submit and obtain TRIGID's

approval of all pertinent plans, and to pay all required fees and charges. The application form will include an agreement to abide by all TRIGID Rules, Regulations and Rates and will require the Applicant to furnish such information as TRIGID may require. Each Applicant shall describe the type of Development proposed for the property and fully complete all portions of the Application form.

- 9.2 Existing Service Connection. Applicants for service through existing Service Connections shall nevertheless provide required information on application forms provided by TRIGID.
- 9.3 New Service. The Applicant shall provide any and all information that will assist TRIGID in properly sizing and locating a service Lateral, including a description of the Development, the use of Process Water and plumbing or mechanical plans of the private facilities, if required. An Application shall be accompanied by payment of any deposit, applicable fees, plus the Connection Charge, unless deferred.
- 9.4 Work to be Inspected. All construction work must be inspected by TRIGID to ensure compliance with all TRIGID requirements. No Process Water Main or appurtenance shall be covered at any point until TRIGID has inspected it and approved it as acceptable for dedication. No private Process Water or Process Wastewater lines or Laterals shall be connected to TRIGID's systems until all work has been completed, inspected, approved and accepted by TRIGID.
- 9.5 Self-identification of User Type. Whether for a new, or existing service, the Applicant shall identify themselves to the TRIGID if they are classified as a Significant Industrial User as defined in 40 CFR 403.3(v), or a Categorical Industrial User subject to any standard in 40 CFR chapter I, subchapter N.
- 9.6 Correct Information. In the event that an Applicant provides incorrect information as to the size and location of a Service Connection or requests a change in the size or location after work has commenced, the Applicant shall pay any costs incurred by reason of such corrections and changes.
- 9.7 Rejection of Application. Applications for service through existing or new Service Connections, even if accompanied by all required fees and charges, may nevertheless be rejected if:
- A. The account of the Applicant or any other Person (e.g., prior Customer, Tenant, Owner) at the same service location, or the Applicant at another location, is Delinquent; or
 - B. The purpose of the Applicant, in the sole determination of TRIGID, is to circumvent discontinuance of service in another name because of nonpayment of bills.
- 9.8 Service Outside Service Area Boundary. Only property within the Service Area boundary is eligible for service from TRIGID. Property outside the Service Area must be annexed into the Service Area before application can be made for service to the property. Applicant shall follow all statutory requirements and pay all costs associated with annexation of property into the Service Area. The Board may deny any annexation request, in its sole discretion, and the Board shall not approve any annexation that conflicts with existing County Master Plans and/or existing Development Agreements for the TRIGID Service Area. The Board may annex, in its sole discretion, any property for wholesale service, and any nonresidential property for retail service.
- 9.9 Design, Construction of New Connections, Inflow Sources. No new connection shall be made to TRIGID's system unless properly designed and constructed in compliance with the appropriate codes and approved TRIGID Design Standards and Details. All inflow sources including but not limited to roof leaders, cellar, yard and area drains, foundation drains, drains and springs and swampy areas, manhole covers, Cross Connections from storm Sewers and combined Sewers,

catch basins, storm waters, surface runoff, street wash waters or drainage shall not be allowed to Discharge to any Process Wastewater system.

- 9.10 Prohibition against Altering Connections. No Person may bypass, adjust, or alter any piping arrangement (including metering devices) without the prior written consent of TRIGID.
- 9.11 Will Serve Commitment. ~~(c)(3)~~ Upon the Applicant's demonstration of a contractual right to Process Water, TRIGID's approval of an Application for service and associated plans, Applicant's payment of all associated fees, and Applicant's compliance with all provisions of these Rules, TRIGID will issue to Customer a written Will Serve commitment.

ARTICLE 10. TERMINATION OF SERVICE

- 10.1 Customer Request for Termination of Service. A Customer may have service terminated by giving not less than five (5) business days advance notice requesting termination to TRIGID and providing an address to which the closing bill will be sent. When such notice is not given, the Customer will be required to pay for service until five (5) business days after TRIGID has knowledge that the Customer has vacated the Premises or otherwise has terminated service. Failure to notify TRIGID of termination of service shall not relieve the Customer or property Owner (if other than the Customer) of responsibility for payment of bills.
- 10.2 Termination of Service by TRIGID.
- A. For Nonpayment of Bills. TRIGID may discontinue a Customer's service for nonpayment of a bill for service if the bill is Delinquent, provided TRIGID has given the Customer at least five (5) days prior notice of its intention to discontinue service.
 - B. Disconnection. TRIGID may disconnect from its systems Premises for which charges have become Delinquent. Customer must pay the cost of disconnection of such Premises and the cost of reconnection thereto, plus the discontinuance charge, before such Premises are reconnected to the system.
 - C. For Noncompliance with Rules. TRIGID may discontinue service to any Customer for noncompliance with these Rules after it has given the Customer as least five (5) days written notice of such intention. Where safety of water supply or water quality is threatened, or other emergency circumstances exist, TRIGID may discontinue or curtail service immediately without notice.
 - D. For Infiltration, Cross-Connections, or Illegal Connections. Where nonemergency infiltration, Discharge of harmful waste, inter-connection, cross-connection, or illegal connection on or from a Customer's Premises occurs, TRIGID may discontinue service and/or make such corrections as it deems necessary, in TRIGID's sole discretion, at Customer's expense, if such practices are not remedied within five (5) days after it has given the Customer written notice to such effect.
 - E. For Unsafe Apparatus or Where Service is Detrimental or Damaging to TRIGID or its Customers. If any unsafe or hazardous condition is found to exist on the Customer's Premises, or if any apparatus or illegal or prohibited connections, equipment or otherwise, is found to be detrimental or damaging to TRIGID or its Customers, the service may be discontinued without notice. TRIGID will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored.

- F. For Fraudulent Use of Services. When TRIGID has discovered that a Customer has obtained service by fraudulent means, or has altered service for unauthorized use, the service to that Customer may be discontinued without notice. TRIGID, in its sole discretion, may not restore service to such Customer until that Customer has complied with all policies, Rules and reasonable requirements of TRIGID and TRIGID has been reimbursed for the full amount of the service rendered and the actual cost that TRIGID incurred by reason of the fraudulent use.

10.3 Restoration of Service.

- A. To Be Made During Regular Working Hours. So long as Customer has corrected the condition that caused disconnection and paid any amounts due, TRIGID will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnection will be made on the regular working day following the day the request is made.
- B. To Be Made at Other Than Regular Working Hours. When a Customer has requested that the reconnection be made at other than regular working hours, TRIGID will reasonably endeavor to make the reconnection if practicable under the circumstances but is under no obligation to do so unless an emergency exists. Disconnections or reconnections requested by the Customer at other than regular working hours may require, in TRIGID's sole discretion, payment of additional TRIGID costs in addition to the charges for disconnection and reconnection.

10.4 Refusal to Serve.

- A. Conditions for Refusal. In addition to the provisions of Article 9.7, TRIGID may refuse service under the following conditions:
1. If the applicant for service is not within the boundaries of TRIGID.
 2. If the intended use of the service is of such a nature that TRIGID determines, in its sole discretion, the intended use will be detrimental or injurious to existing Customers, public health or the environment.
 3. If the Applicant fails to comply with these Rules or other Rules as approved by the Board.
 4. If, in the sole judgment of TRIGID, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.
 5. Where service has been discontinued for fraudulent use, TRIGID may elect not to serve an Applicant or Customer until it has determined that all conditions of fraudulent use or practice have been corrected.
 6. When the collection lines, disposal systems, storage or treatment facilities do not have capacity or the capability to receive and/or treat Process Wastewater or threaten to contaminate the ground or surface waters of the basin or the watershed of the Truckee River, or violate Health Department requirements.

7. If the Application for service is for a residential use.

- B. Notification to Customers. When an Applicant is refused service under the provisions of this Article, TRIGID will notify the Applicant promptly, by procedures specified in Article 3.3, of the reason for the refusal to serve and of the right of the Applicant to appeal the decision to the Board. Whenever termination of service will affect more than one Customer, TRIGID will make reasonable efforts to give notice to all affected Customers.

ARTICLE 11. SERVICE CONNECTIONS

- 11.1 Size and Supply. TRIGID reserves the right to determine, in its sole discretion, the size of the Service Connection to be installed, giving consideration to the needs of the Applicant and the capacity of the Main to which the service is to be connected. No Service Connection shall be approved of a size larger than can be supplied by the Main without adversely affecting service to other Customers. In the event an existing Main is determined to be inadequate to meet the requirements of an Applicant, and a Main extension will satisfy those requirements, provisions of these Rules applying to Main extensions will apply. Whenever two mains are available from which service can be provided, TRIGID may, at its option, determine the Main to which the Service Connection will be made.
- 11.2 Location. Service Connections shall be installed at right angles to a main, and the point of connection shall not be within a street intersection. The curb stop or Meter box location shall be within the off-site right-of-way or Easement adjacent to existing or proposed curb line. In alleys or Easements, curb-stops or Meter boxes shall be located at a point as close as practicable to the property line near which the Main is located. All curb-stops and Meter boxes shall be located outside of driveways and other areas where access by TRIGID Employees or representatives for Operation and Maintenance may be restricted.
- 11.3 Composition. A standard Service Connection shall be comprised of a service Lateral from the point of connection to the main, to and including the Meter box or battery thereof. The Meter box shall contain a Meter riser with integral curb stop and check valve, and a Meter.
- 11.4 Ownership. Service Connections, including Laterals, to and including curb stops, Meter boxes, and other appurtenances, shall upon completion and dedication be and remain the property of TRIGID and, upon acceptance for dedication, TRIGID shall be responsible for the maintenance and repair of such facilities, subject to any agreements covering the installation of such facilities. All pipe and fittings on the Customer's side of the curb stop and/or Meter box shall be installed by, owned and maintained by the Customer.
- 11.5 Private Fire Service. Private fire service shall not be connected to the Process Water Supply System.
- 11.6 Temporary Process Water Supply Service Connection. TRIGID may in its sole discretion authorize a temporary Service Connection when there is not sufficient Process Water supply infrastructure to serve the Applicant's property. As a condition to installation of a temporary Process Water Service Connection, the Applicant must provide assurance satisfactory to TRIGID, in TRIGID's sole discretion, that the Applicant will promptly install the necessary Main extension. TRIGID reserves the right to terminate a temporary Service Connection at any time.
- 11.7 Non-Standard Service. Non-standard service may be authorized when, in the sole determination of TRIGID, a Main extension will not be necessary for orderly development of the system, service to other property or other reasons. Non-standard service Laterals from curb stop or Meter box to the Customer shall normally not be located within an off-site right-of-way. To obtain approval of a non-standard service, the Applicant must provide a copy of the recorded Easement granted to TRIGID over private property for a service Lateral in a form approved by TRIGID.

- 11.8 Separate Service to Each Separate Ownership. Each service under separate ownership must have a separate Service Connection, unless TRIGID approves a different connection in its sole discretion. Two or more Customers under one ownership and on the same lot or parcel of land may be supplied through the same Service Connection; provided that for each Customer, an additional monthly base rate will be applied to the single service serving said Customer, or a separate Service Connection may be provided for each building and each charged as a separate service. TRIGID reserves the right, in its sole discretion, to limit the number of parcels or the area of land under one ownership to be supplied by one Service Connection. Not more than one Service Connection shall be installed for one building (other than multi-tenant buildings), except under special conditions approved by TRIGID. A Service Connection shall not be used to supply other property of a different Owner or to supply property of the same Owner across a street or alley or on a separate parcel. When property provided with a Service Connection is divided, each Service Connection shall be considered as belonging to the lot or parcel of land to which it directly enters. Other parcels will be required to apply for and obtain separate Service Connections.
- 11.9 Installation of TRIGID Facilities by a Developer. Subject to the applicable sections of these Rules, the following shall apply to the installation of all facilities by a Developer that are to be owned and operated by TRIGID.
- A. The Developer shall pay to TRIGID prior to the approval of any installation all applicable fees and charges.
 - B. Plans and specifications for the improvements to be constructed by the Developer shall be prepared by a qualified Nevada Professional Engineer retained by the Developer and approved by TRIGID. The Developer must obtain TRIGID's approval of plans before any construction is started.
 - C. All TRIGID facilities shall be located within Easements granted to TRIGID or public rights-of-way. Meter boxes shall be located outside of travel lanes and driveways and shall be protected from vehicular traffic. The Developer must obtain TRIGID's prior approval of the Meter location.
- TRIGID shall have inspected and approved the installation of the Process Water or Process Wastewater service facilities before service is provided
- 11.10 Meter Installation By TRIGID. Unless otherwise directed by TRIGID, Service Connections shall be installed by Contractor and inspected by TRIGID. Contractor must provide 24 hours advanced notice to TRIGID for meter installation and inspection. Compliance with TRIGID specifications and conditions is required, and tapping of a Main will be permitted only in the presence of a TRIGID representative.
- 11.11 Cross-Connections. No connections shall be permitted between TRIGID's potable water supply system and any component of the Process Water Supply System or the Temporary Process Wastewater System. Customers must prevent the introduction of any contamination, pollution, or dangerous, impure, unsanitary, or unpotable substance into any portion of TRIGID's potable water supply system by backflow, back-siphonage, or any other method. Any connection where possibility of contamination or pollution exists shall be equipped and tested as outlined in Article 12 of the TRI General Improvement District Water Rules, Regulations and Rates and the TRIGID Cross-Connection Control Plan. TRIGID maintains the static pressure of the Process Water Supply System lower than the static pressure of the potable water system to avoid accidental cross-connection.
- 11.12 Service Connection Restrictions. TRIGID reserves the right to prohibit connections to certain mains when, in its sole determination, such connections may impair the integrity of such mains or when the location of such connection would not be conducive to orderly development and planning of the Process Water Supply System or the Temporary Process Wastewater System.

- 11.13 Relief Valves. As a protection to Customer's system, a suitable pressure relief valve must be installed and maintained by Customer, at its expense, when check valves or other protective devices are used.
- 11.14 Back Flow Device. Whenever back flow protection has been found necessary on a Process Water Supply System or Temporary Process Wastewater System line entering or exiting a Customer's Premises, then any and all water supply lines from TRIGID's mains entering such Premises, buildings or structures shall be protected by an approved back flow device, regardless of the use of the additional water supply lines. Approved back flow protection devices shall be inspected and tested annually in accordance with Article 12 of the TRI General Improvement District Water Rules, Regulations and Rates and the TRIGID Cross-Connection Control Plan. The devices shall be serviced, overhauled, or replaced whenever they are found defective, and all costs of repair and maintenance shall be borne by the Customer. TRIGID may immediately discontinue service of potable water to any Premises if, in TRIGID's sole determination, any defect is found in the backflow prevention installation or other protective devices on the Process Water or Process Wastewater facilities or a dangerous unprotected cross-connection exists. TRIGID will not restore service until Customer corrects such defects.

ARTICLE 12. REGULATION OF TEMPORARY PROCESS WASTEWATER DISCHARGE

- 12.1 Purpose and Policy. The portions of these Rules regarding temporary Process Wastewater Discharge regulation impose uniform requirements for Discharges into TRIGID's Temporary Process Wastewater System and enable TRIGID to comply with any applicable state and federal water quality standards, regulatory requirements, contractual obligations, limitations and pretreatment standards, to derive the maximum public benefit by regulating the quality and quantity of Process Wastewater Discharged. These Rules provide a means for determining Process Wastewater volumes, constituents, and characteristics, provide for the issuance of Discharge Permits to certain Process Water Customers under certain circumstances, and enforcement.
- 12.2 Administration. Except as otherwise provided herein, TRIGID has the exclusive right to administer, implement and enforce the provisions of these Rules regarding temporary Process Wastewater Discharge. Any powers granted or duties imposed upon TRIGID may be delegated by TRIGID to Persons acting in the interest of or in the employment of TRIGID.
- 12.3 Dischargers Subject to These Regulations. Process Wastewater Discharge may only occur on a temporary basis for a Significant Industrial Users (SIU) and is only authorized for those SIUs who have Discharged Process Wastewater as of the Effective Date and may only continue subject to the conditions of a TRIGID-issued Temporary Process Wastewater Discharge Permit. All Process Wastewater Dischargers who receive Process Water as a source of supply are subject to the Process Wastewater regulations, inspection, enforcement and charges provided in these Rules. TRIGID prohibits any new connection of any SIU, as defined by USEPA to be any Process Wastewater Discharger who Discharges 25,000 gallons per day or more to the TRIGID's Sanitary Sewer system or Temporary Process Wastewater System.
- 12.4 Discharges Prohibited from Process Water Customers. Process Wastewater or any matter having any of the following characteristics shall not, under any conditions, be Discharged into, be placed where they might find their way into, or be allowed to run, leak or escape into any part of TRIGID Sewer or Temporary Process Wastewater System:
- A. Any gasoline, benzene, naphtha, solvent, fuel oil, or any other liquid, solid, or gas that can create a fire or explosion hazard, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21;
 - B. Any solids or viscous wastes that may cause deposition, obstruction, damage or reduction

of flow in the Sewer, be detrimental to proper wastewater treatment plant operations, or cause any other Interference. These objectionable substances include, but are not limited to: asphalt, dead animals, offal, ashes, sand, mud, straw, industrial process shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, bones, hair fleshings, entrails, paper, dishes, paper cups, milk containers, or other similar paper products, either whole or ground;

- C. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration that will cause Interference with any treatment facility within the TRIGID Service Area or the Asamera Effluent Storage Reservoir.
- D. Heat in amounts that will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW exceeds 40 °C (104 °F) unless TRIGID's General Manager approves alternate temperature limits.
- E. Petroleum oil, nonbiodegradable cutting oil, refined petroleum products, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
- F. Any waste containing or causing the promotion of toxic or poisonous solids, liquids, or gases that alone, or in combination with other waste substances, may create a hazard for humans, animals, or the environment, interfere with treatment processes, cause a public nuisance, or cause any hazardous condition to occur.
- G. It is unlawful to allow any drainage inflow sources, including rainwater, stormwater, groundwater, street drainage, subsurface drainage, roof drainage, yard drainage, and water from yard fountains, ponds or lawn sprays, or any other non-wastewater source to connect into any Process Wastewater Collection System Main or Lateral or treatment works, without the written authorization of the General Manager.
- H. Any water added for the purpose of diluting waste;
- I. Any radioactive, radiological, or chemical/biological warfare, waste or material exceeding 100 mg/L except as regulated by the state or federal government;
- J. Any matter that would be poisonous to or inhibit the biological organisms associated with any treatment process, and which, in the determination of TRIGID, might interfere with the satisfactory operation of any treatment facility or any portion of the utility systems.
- K. Any pesticides or herbicides.

12.5 Administration - Determination of Prohibited Discharge. TRIGID shall have the sole authority to make all discretionary determinations in the administration of these Rules and shall have the right to recover from the Process Wastewater Discharger all costs incurred in making such determinations.

12.6 Prohibition on Process Wastewater Discharges. Process Wastewater including, but not limited to, process cooling water and/or blowdown from cooling towers or evaporative coolers, shall not be Discharged through direct or indirect connection into TRIGID's Sewer system or to the Asamera Storage Reservoir unless a Discharge Permit is issued by TRIGID for such Discharge. Any Discharge may only occur according to the terms of a Discharge Permit. TRIGID may, in its sole discretion, approve the temporary Discharge of such wastewater when it determines in its sole judgment that no reasonable alternative method of disposal is available, and such Discharge does

not violate these Rules. The Applicant for such service must submit and obtain TRIGID's approval of all plans, pay all fees and charges, meet all of TRIGID's conditions and obtain a Process Wastewater Discharge Permit prior to discharging Process Wastewater.

- 12.7 Exclusions on Surface Drainage. A Process Wastewater Discharger must take all reasonable steps to ensure the exclusion of surface drainage water from all parts of the Temporary Process Wastewater System.
- 12.8 Exclusions on Septic Tank Waste. It is unlawful to Discharge any septic tank or cesspool waste to the Temporary Process Wastewater System.
- 12.9 Exclusions on the Use of Garbage Grinders, and Grease Traps and Interceptors. Waste from garbage grinders, grease traps or interceptors shall not be Discharged into the Temporary Process Wastewater System.
- 12.10 Limitations on Point of Discharge. No Person shall Discharge any substances directly into a manhole or other opening in the Temporary Process Wastewater System other than through an approved connection and pursuant to a Permit issued by TRIGID. If TRIGID determines, in its sole discretion, to issue a Permit for such direct Discharge, the user shall pay the applicable charges and fees and shall meet such other conditions required by TRIGID.
- 12.11 Limitations on Temporary Process Wastewater Discharge Strength. Except as expressly permitted by these Rules or by TRIGID upon demonstration of good cause, no Person shall Discharge Process Wastewater containing constituents in excess of the Toxic Materials List provided in NAC445A.1236, the NDEP Profile 1 list, or TRIGID standards outlined below. In all cases, the most stringent standard governs:

<u>Constituent</u>	
Alkalinity, Total	Nickel
Aluminum	Nitrite plus Nitrate (as N)
Antimony	Nitrogen, Total (as N)
Arsenic	pH
Barium	Phosphorus
Beryllium	Selenium
Biological Oxygen Demand, BOD	Silica, as SiO ₂
Boron	Silver
Cadmium	Sulfate
Chloride	Thallium
Chromium	Total Chlorinated Hydrocarbons
Chemical Oxygen Demand, COD	Total Petroleum Hydrocarbons
Copper	Total Dissolved Solids, TDS
WAD Cyanide	Total Kjeldahl Nitrogen, TKN
Fluoride	Total Suspended Solids, TSS
Iron	Uranium
Lead	Zinc
Magnesium	<u>Maximum Concentration</u>
Manganese	430 mg/L
Mercury	0.2 mg/L
	0.006 mg/L

0.01 mg/L	0.013 mg/L
2 mg/L	10 mg/L
0.004 mg/L	10 mg/L
240 mg/L	6.5-8.5
1.00 mg/L	8 mg/L
0.005 mg/L	0.04 mg/L
110 mg/L	80 mg/L
0.05 mg/L	0.05 mg/L
720 mg/L	240 mg/L
0.05 mg/L	.002 mg/L
0.2 mg/L	0.005 mg/L
4.0 mg/L	1 mg/L
0.6 mg/L	500 mg/L
0.015 mg/L	40 mg/L
150 mg/L	240 mg/L
0.1 mg/L	0.01 mg/L
0.002 mg/L	1.0 mg/L

- 12.12 Limitations on Wastewater Discharge Strength during Process Water or Wastewater Plant Commissioning. Except as expressly permitted by these Rules or by TRIGID upon demonstration of good cause, no Person shall Discharge Process Wastewater containing constituents in excess of three times the limits allowed under Section 12.11 of these Rules for more than 30 days during commissioning of any Process Water or Process Wastewater treatment or recycling plant. Prior to commencing commissioning activities, the user must obtain a commissioning-specific Process Wastewater Discharge Permit from TRIGID
- 12.13 Revision of Process Wastewater Regulations. Effluent limitations promulgated by any federal, state or local Law, and regulations and guidelines promulgated thereunder, shall apply in any instance where they are more stringent than those in these Rules.
- 12.14 More Stringent Limitations. Limitations on wastewater strength in Article 12.11 may be supplemented with more stringent limitations pursuant to Article 12 of these Rules under the following circumstances:
- A. If TRIGID determines that the limitations in Article 12.11 of these Rules may not be sufficient to protect the operation of the Process Water Supply System or Temporary Process Wastewater System.
 - B. If TRIGID determines that the limitations in Article 12.11 may not be sufficient to enable the TRIGID Process Water Supply System or Temporary Process Wastewater System to comply with water quality standards or effluent limitations specified in any federal, state or local Permit, or any contractual requirement.
 - C. If any matter of any nature is or may be Discharged into the Temporary Process Wastewater System, that TRIGID determines, in its sole discretion, is a violation of these Rules, the responsibility for requesting such determination and any associated costs lie solely with the User seeking to Discharge the matter.
- 12.15 Accidental Discharges. Customers shall notify TRIGID immediately upon accidentally discharging waste in violation of these Rules to enable TRIGID to take proper measures to reduce the impact of the Discharge. The Customer must follow this notification with a detailed written statement within fifteen (15) days of the date of occurrence and pay any associated costs of the accidental discharge to TRIGID.

- 12.16 Excessive Discharge. No Customer shall ever increase the use of Process Water or in any way attempt to dilute a Discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations enforceable under these Rules.
- 12.17 Cooling Water. Facilities using water for cooling shall not Discharge the cooling water to the Sewer system or the Temporary Process Wastewater System without the express written consent of TRIGID and issuance of a Discharge Permit. Recirculation of such cooling water shall be required.
- 12.18 Pretreatment. Process Wastewater shall be pretreated, if necessary, to meet Discharge requirements of these Rules. If Process Wastewater can be recirculated or reused, the Customer shall install equipment to accomplish the recirculation or reuse.
- 12.19 Identification of Process Chemicals. All process chemicals and industrial wastes shall be properly labeled for identification purposes.

ARTICLE 13. PROCESS WASTEWATER DISCHARGE PERMITS

- 13.1 Permit for Process Wastewater Dischargers. Process Wastewater Dischargers, in addition to these Rules, must comply with the TRI General Improvement District Sewer Rules, Regulations and Rates. Process Wastewater Dischargers will be required to obtain both a Permit for Discharge to Sewer and a Permit for Discharge to the Temporary Process Wastewater System. No Person may Discharge without such Permit(s).
- 13.2 Exemption from Requirement to Obtain a Wastewater Discharge Permit. If TRIGID determines, in its sole discretion, that a Discharge is nonsignificant as to potential impacts to the WWTP, the Process Water Supply System, or the Temporary Process Wastewater System, it may waive the requirement to obtain a Process Wastewater Discharge Permit.
- 13.3 Process Wastewater Discharge Permit Application.
- A. To obtain a Process Wastewater Discharge Permit, the Process Wastewater Discharger shall complete and file with TRIGID an application in the form prescribed by TRIGID. Unless otherwise waived by TRIGID in writing, the application must include the following information:
1. Name, address and Standard Industrial Classification (S.I.C.) number or numbers of Applicant;
 2. Estimated volume of Process Wastewater to be Discharged;
 3. Process Wastewater constituents and characteristics on the form prescribed by TRIGID;
 4. Time and duration of Discharge;
 5. Site plans, floor plans, mechanical and plumbing plans, and details to show all water, Sewer, Process Water and Process Wastewater utility infrastructure appurtenances by size, location and elevation as required by TRIGID;
 6. Description of business activities, including type of products, raw materials used, variation in operation, and number and duties of employees;

7. Any other information as may be deemed by TRIGID to be necessary to evaluate the Permit application.
- B. TRIGID will evaluate the information furnished by the Process Wastewater Discharger. After evaluation, inspection, and approval of all the data required, TRIGID may in its sole discretion issue a Temporary Process Wastewater Discharge Permit subject to terms and conditions set forth by TRIGID in its sole discretion.
 - C. No Process Wastewater Discharge is authorized absent a Permit issued by TRIGID. Violation of this provision shall subject the Process Wastewater Discharger to enforcement and charges as provided in these Rules and as otherwise allowed by Law.
 - D. Fees for wastewater Discharge Permit and monitoring shall be as stated in Article 5.2 of these Rules.

13.4 Terms and Conditions.

- A. Duration of Discharge Permits. TRIGID will only issue a Temporary Process Wastewater Discharge Permit for a specified time period not to exceed one year. TRIGID may, in its sole discretion, issue a Permit for a period less than a year or to expire on a specific date. If the user is not notified by TRIGID thirty (30) days prior to the expiration of the Permit, the Permit shall be extended until such notice is made. The terms and conditions of the Permit may be subject to modification and change by TRIGID during the life of the Permit as limitations, requirements in Article 12 of these Rules, or conditions change. TRIGID will inform the Permit holder of any proposed changes in its Permit at least thirty (30) days prior to the effective date of the change. For any changes or new conditions in the Permit, TRIGID will include a time schedule for compliance.
- B. Permit Conditions. A Temporary Process Wastewater Discharge Permit is subject to all provisions of these Rules and all other applicable regulations, User Charges and fees established by TRIGID. Permits may contain the following:
 1. the unit charge or schedule of User Charges and fees for the Process Wastewater to be Discharged;
 2. limits on the average and maximum Process Wastewater constituents and characteristics;
 3. limits on average and maximum rate and time of Discharge or requirements for flow regulations and equalization;
 4. requirements for installation and maintenance of inspection and sampling facilities;
 5. specifications for monitoring programs, which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
 6. compliance schedules;
 7. requirements for submission of technical reports or Discharge reports;

8. requirements for maintaining and retaining records relating to Process Wastewater Discharge as specified by TRIGID, and affording TRIGID access thereto;
9. requirements for notification to TRIGID of any new introduction of Process Wastewater constituents or any substantial change in the volume or character of the Process Wastewater constituents being introduced into the Sewer system or the Temporary Process Wastewater System.
10. requirements for notification of sludge Discharges;
11. pretreatment of wastes before Discharge;
12. relocation of Discharge points;
13. prohibition of Discharge of certain wastewater constituents;
14. notification to TRIGID of any new introduction of wastewater constituents or any substantial change in the volume or character of wastewater Discharge;
15. development of a compliance schedule for the installation of technology required to meet applicable pretreatment standards and requirements;
16. other conditions necessary to accomplish the purpose of these Rules.
17. The Permit may include a time schedule for full compliance with the Permit conditions. The Permit holder will be responsible for all costs required to comply with conditions of the Permit.

C. Change of Permit Terms and Conditions. TRIGID may change any or all terms and conditions of a Discharge Permit for cause. TRIGID may, in its sole discretion, provide a compliance period to comply with any required changes in the Permit.

D. Transfer of a Permit. TRIGID issues each Temporary Process Wastewater Discharge Permits to a specific Person. Except as expressly permitted by TRIGID, a Temporary Process Wastewater Discharge Permit shall not be reassigned, transferred or sold to a new Owner, new user, different Premises, or a new or changed operation.

13.5 Minimum Reporting Requirements. All Process Wastewater Dischargers applying for a new Permit or proposing changes to a stream covered by an existing Permit are subject to monthly reporting for 30-day average and maximum daily flow, and for all constituents listed in Article 12.

13.6 Reduced Reporting. Following periods of continuous compliance, TRIGID may in its sole discretion reduce the required reporting requirements and frequencies.

13.7 Trade Secrets and Confidentiality. Any information, except effluent data as defined in 40 CFR 2.302 may be claimed as confidential, or as a trade secret by the Process Wastewater Discharger. Confidentiality claims must be asserted at the time of submission by including the words "CONFIDENTIAL BUSINESS INFORMATION" on each page containing such information. If no claim is made at the time of submission, TRIGID will treat the information as a public record that is not subject to any exception listed in NRS 239.010.

Information as defined in 40 CFR 2.302 (a)(2)(ii) may be classified as effluent data only to the extent necessary to allow the regulatory agency to disclose publicly that a source is (or is not) in compliance with an applicable standard or limitation, or to allow the regulatory agency to demonstrate the feasibility, practicability, or attainability (or lack thereof) an existing or proposed limitation.

- 13.8 Inspection. TRIGID, the Process Water and Wastewater Inspector, or government officials or Employees, shall have the right of entry for inspection purposes of the facilities discharging to TRIGID's Sewer or Temporary Process Wastewater System to ascertain compliance with TRIGID's regulations or any federal, state or local Law. Any Person or occupants of Premises where wastewater is created or Discharged shall allow TRIGID or its representatives ready access to all parts of the Premises for the purposes of inspection, sampling, records examination, or in the performance of any other duties as called for in these Rules. TRIGID or its representative may verify the Discharge flows and strength reported by Process Wastewater Discharger, determine compliance with these Rules, or otherwise take all appropriate actions to protect TRIGID's systems. Inspection, measurement and sampling may be conducted periodically by the Process Water and Wastewater Inspector. TRIGID may install, maintain and operate sampling and measuring equipment on the Premises of the Process Wastewater Discharger. Where a Process Wastewater Discharger has security measures in force that would require proper identification and clearance before entry into the user's Premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, the Process Water and Wastewater Inspector will be permitted to enter without delay for the purposes of performing the specific responsibilities of these Rules. No Person shall prevent, or attempt to prevent, obstruct or interfere with any such officer, Employee or designee of TRIGID while engaged as a Process Water or Process Wastewater Inspector.
- 13.9 Pretreatment of Process Wastewater. If, at any time, a Process Wastewater Discharger cannot comply with Article 12 of these Rules, the Process Wastewater Discharger shall construct a pretreatment facility on the Customer's site. The Process Wastewater Discharger shall pretreat Process Wastewater at their own expense to a degree that will produce an effluent that conforms to these Rules. Such equipment shall not be put into operation without written approval issued by TRIGID and shall be constructed in such a manner to allow for inspection and testing. Pretreatment facilities shall be open to the inspection of TRIGID at any time, in accordance with these Rules. The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent that complies with these Rules. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by TRIGID.
- 13.10 Monitoring Equipment Construction and Report Requirements. Process Wastewater Dischargers shall install monitoring, sampling, and metering facilities at their own expense to allow inspection, sampling and flow measurement of the Process Wastewater Discharge. The monitoring facility shall be required to be located at the property line or adjacent to the public right of way. TRIGID will, in its sole discretion, establish sampling and reporting frequency in the Process Wastewater Discharge Permit
- 13.11 Violation Notice. In the event of a minor or potential hazard, the Process Wastewater Inspector will issue a notice to the Process Wastewater Discharger to remedy the hazard. Said notice will require the Process Wastewater Discharger to submit to TRIGID within ten days a detailed plan and time schedule of specific action the Process Wastewater Discharger will take in order to correct or prevent a violation. If the Process Wastewater Discharger fails to submit an acceptable plan, fails to comply with the notice, or fails to comply with the plans submitted, the Process Wastewater Discharger shall be in violation of these Rules.
- 13.12 Enforcement Procedures.

- A. When Discharge of Process Wastewater has taken place in violation of these Rules or the provisions of a Process Wastewater Discharge Permit, TRIGID, the Process Wastewater Inspector, or other duly authorized TRIGID Employee, may issue a cease and desist order and direct those Persons not complying with such prohibitions, limits, requirements, or provisions, to: comply forthwith, comply in accordance with a time schedule set forth by TRIGID, or take appropriate remedial, or preventative action.
- B. Any user who violates the following conditions, or applicable state and federal regulations, is subject to having its Permit revoked by TRIGID for:
 - 1. failure of a user to factually report the wastewater constituents, flow and/or characteristics of its Discharge;
 - 2. failure of the user to report significant changes in operations, or wastewater constituents and characteristics;
 - 3. refusal of reasonable access to the user's Premises for the purpose of inspection or monitoring; or
 - 4. violation of conditions of a wastewater discharge Permit.
- C. In the event of a significant upset or Permit violation, the TRIGID may issue a public notice with details regarding the event if there is potential for the event to cause issues to public health.

- 13.13 Penalty for violation. Any Person who violates or aids or abets in the violation of any provision of this section, or of any Permit, regulation, standard or order related to Discharge, shall pay a civil penalty of not more than \$100 for each day of the violation. Any Process Wastewater Discharger user who violates a federally mandated standard may be punished by a fine not to exceed \$1,000 per day for each day the violation continues.
- 13.14 Indemnity. Any Person who violates or aids or abets the violation of any provisions of these Rules, regulations, requirements, or conditions set forth in Permits duly issued, or who Discharges Process Wastewater that causes pollution or a violation of any TRIGID contractual obligation regarding Process Water quality, or violates any cease and desist order, prohibition, effluent limitation, national standard of performance, or pretreatment or toxicity standard, shall be liable to indemnify, defend and hold harmless TRIGID in the full amount of any penalty or judgment rendered against TRIGID that is attributable to, or results from, such violation.
- 13.15 Falsifying of Information. Any Person who knowingly makes any false statements, representation, record, report, plan or other document filed with TRIGID, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these Rules, is declared to be in violation of these Rules, and subject to the charges imposed under these Rules, or subject to the procedures specified in these Rules. TRIGID may refer the matter to any appropriate law enforcement or regulatory authority.

ARTICLE 14. SERVICE AREA

- 14.1 Intention. The intent of these Rules is to establish Rules, regulations and rates for Process Water service or temporary Process Wastewater service supplied hereunder only to areas allowed by TRIGID's service territory for retail service and for wholesale service. No other areas shall be

served by TRIGID. TRIGID will establish the Service Area based on its ability to serve and as provided by Law and these Rules.

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

ARTICLE 15. PROCESS WATER AND PROCESS WATER RESOURCES

- 15.1 Customer Provision of Process Water Rights. To obtain Process Water service, all Process Water rights must be dedicated to TRIGID. A Process Water Customer shall maintain the beneficial interest in such water rights, which TRIGID will allocate based on the submittal of building plans in sufficient detail to show the water quantities needed, based on dedication amounts established by TRIGID. If actual annual use of Process Water by a Customer as verified by metering exceeds the amount of water rights provided to TRIGID by Customer for water service, Customer shall after notice by TRIGID either dedicate to TRIGID the additional Process Water rights to make up the shortfall or reduce its Process Water consumption so its actual usage does not exceed the amount dedicated. TRIGID reserves the right to discontinue water service to a Customer who by actual usage exceeds the amount of Process Water rights dedicated. In the event Customer uses less water on an annual basis than has been provided for in the dedication of Process Water rights for Customer's use, Customer shall not be entitled to a refund or rebate of water rights or money. All Process Water rights dedicated to TRIGID or purchased from TRIGID for any Customer's use shall be the sole asset of TRIGID, and Customer shall have no interest therein nor right to any claim of value or use for the unused excess amount of water rights so dedicated.
- 15.2 Will Serve Commitment. Upon provision of adequate Process Water rights to TRIGID's satisfaction, approval of Customer's plans and specifications, payment of all fees and charges, and compliance with these Rules, TRIGID will issue to Customer a written Will Serve commitment for each service provided to Customer. Customer shall be obligated: (a) to use Process Water only on Customer's parcel for beneficial purposes not exceeding the amount of Customer's Will Serve utilizing conservation measures (and re-use of effluent) as may be required by TRIGID or the Nevada State Engineer; and (b) to use water conservation devices such as in-line aerators and flow restrictors, landscaping adapted to the desert environment, and best available water management practices. The use of any groundwater or surface water (other than water provided by TRIGID) within the Service Area of TRIGID without TRIGID's consent is prohibited. In addition, no Customer shall without TRIGID's consent apply for, contract to use or own, or hold water rights subject to a Permit issued by the Nevada State Engineer or a claim from the Orr Ditch Decree (U.S. vs. Orr Ditch Co., et. al, Equity Docket No. A-3, in the District Court of the United States in and for the District of Nevada), which Permit or claim has a point of diversion or a place of use on any portion of the real property located in Storey County formerly known as the Asamera Ranch, or known as the Tahoe-Reno Industrial Center or in TRIGID's retail or wholesale Service Area.
- 15.3 Nonpotable Water. Irrigation lines for use of untreated surface water, Sanitary Sewer effluent, or Process Water have been installed as part of the TRIGID system in certain areas of TRIGID's Service Area, and Customers may be required to construct a separately metered Process Water irrigation system for landscaping (and any other use for which nonpotable water can be used) which will allow the use of nonpotable water in those areas in which nonpotable water is made available by TRIGID or off-site nonpotable water facilities are installed for future Customer service. If available and does not violate any existing contractual obligations or provisions of any Process Water agreement to which TRIGID is a party, nonpotable water may be used for irrigation purposes (and other nonpotable water uses possible in the Service Area), as determined by TRIGID in its sole discretion.

ARTICLE 16. DISPUTES, RELIEF, APPEALS, REVIEWS

- 16.1 Relief on Application. Any Person who, by reasons of special circumstances, is of the opinion that any provision of these Rules is unjust, inequitable or improper as applied to their Premises may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to their Premises. If such application is approved, the Board may suspend or modify the provision complained of, as applied to such Premises, and specify the period of time that such suspension or modification shall be in effect. The Board reserves its rights to deny any such application.
- 16.2 Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of these Rules should be suspended or modified as applied to a particular Premises and may order such suspension or modification for any such Premises during the period of such special circumstances, or any part thereof.
- 16.3 Review by the Board. These Rules shall be reviewed by the Board on a periodic basis to ensure that the provisions of these Rules are kept up to date, and that the charges and fees set out in Articles 4 and 5 are adequate to meet the costs of operating the Process Water and Process Wastewater facilities and recovering the cost of Capital Outlays.
- 16.4 Adjustment of Complaints. The Board shall have discretion in the interpretation and application of these Rules, including adjustments or rebate of charges, if in the Board's opinion, the intent of the Rules would not be accomplished, and an injustice would result by their strict application.
- 16.5 Administrative Appeal of Final Written General Manager Decision. Any final written decision of the General Manager regarding a matter encompassed by these Rules may be appealed in writing to the Board as provided in this Article. No such appeal is effective unless submitted in writing to TRIGID within thirty (30) days of the General Manager's decision. The Board will consider the appeal in a public meeting within ninety (90) days thereafter.
- 16.6 Billing Disputes. Any dispute regarding the payment of any bill, charge or fee demanded by TRIGID is subject to relief and review as provided in this Article 16.