

RULE NO. 15

WATER SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES

I. INSTALLATION

A. Water Service Connections:

The District will, for the fees pursuant to Rule No. 21 II C 1 furnish and install a service connection of suitable capacity, from its water main to a point to be determined by the District. The point shall be between the existing or proposed curb line and the property line of the premises abutting upon a street or other thoroughfare. The service connection shall be supplied only to serve a justified need of a permanent water Customer.

Provided, however, in the event the service connection is a reinstallation or a relocation of an existing connection, Applicant shall pay the cost for requested reinstallation or relocation of service connection, which cost includes, but is not limited to, cost of materials and labor supplied by the District at its then-existing rates, and all other costs incidental hereto.

No taps shall be allowed into any high-pressure water transmission main.

The Customer's yard line or piping shall extend to that point behind the curb line or property line easiest of access to the District from its existing distribution system or requiring the least extension of the existing distribution main. The District shall be consulted before the installation thereof and its approval of location secured.

Only duly authorized employees or agents of District will be permitted to install a service connection from the District's main to the Customer's premises.

B. Protective Devices On Water Service Connections:

1. Residential Cross Connection Protective Devices:

Where any water pipe on Customer's premises is cross-connected to another source of water supply, the District may refuse service or discontinue service until there shall be installed at the expense of the Customer a suitable protective device, approved by the District, to protect against back-flow into the District's system, as required by the State Health Department and other State, County or Municipal authorities having jurisdiction.

2. Non-Residential Backflow Prevention Devices:

- a. Where any connection is made to the District's water system for non-residential uses, a backflow prevention device shall be installed at the Customer's expense. Such devices are required by State regulations, and copies of the current regulations are available at the District office. The size, type and location of the device installed shall comply with such regulations and shall be approved by the District in writing and in advance of installation. The District shall inspect the correct installation of the device prior to any use of it.
- b. Except for backflow prevention devices serving a fire sprinkler system, each installed backflow prevention device shall be tested at least annually to ensure that it is operating correctly. A Notice of the requirement of such annual inspection shall be sent to each Customer affected approximately thirty (30) days before such inspection is required to be performed. Such inspection shall be performed at the Customer's expense, and shall be performed by a backflow prevention device contractor licensed as such and approved by the American Water Works Association. If Customer fails to provide proof of backflow inspection report to the District by June 1st, the District will perform the inspection and will charge an inspection fee in accordance with the Utility Fee Schedule, per inspection. In the event a device fails at the time of the inspection, the device shall be repaired by the District, at a price equal to the total of the cost of the materials needed for the repair and the cost of the labor expended by the District at its regular hourly labor rate. Re-inspection of the device immediately after the repair shall be performed by the District at no cost. Only the District may perform inspections or repairs of these devices.
- c. A backflow prevention device serving a fire sprinkler system shall be inspected at least annually to ensure that it is operating correctly. A Notice of the requirement of such annual inspection shall be sent to each Customer affected approximately thirty (30) days before such inspection is required to be performed. Such inspection shall be performed at the Customer's expense, and shall be performed by a backflow prevention device contractor licensed as such and approved by the American Water Works Association, and also licensed to inspect such devices by the Fire Marshall of the State of Nevada. A list of such approved contractors shall be supplied by the District to the Customer with the above Notice. The results of such inspection shall be provided to the District

by such inspecting contractor within the thirty (30) days allowed in such Notice. In the event such inspection shows that repairs are required to be made to the device, such repairs shall be made by such approved licensed contractor within thirty (30) days of the original inspection. Within such thirty (30) day period from the initial inspection, proof that such repairs were made and proof of the proper performance of the device thereafter shall be supplied in writing to the District.

- d. For good cause, the District may inspect backflow prevention devices or require inspection of such devices by others more often than annually. In the event that a Customer fails to comply with the requirements of any part pursuant to B above inspection and repair of backflow prevention devices, the District shall notify the Customer in writing of non-compliance and the device must be repaired by a licensed contractor and/or the District. Re-inspection of the device immediately after the repair shall be performed by the District at no cost. If the Customer disputes the repair requirement, the Customer will be advised the dispute will be discussed and acted upon at a meeting of a Board of Trustees of the District Such Notice shall be mailed to the Customer at least one (1) week before such meeting. At such meeting, after the Customer is given an opportunity to be heard, the District will determine the necessity, or not, of the repair.
 - e. If the Board of Trustees determines at a hearing held pursuant to sub-section d on the non-compliance issue that the noted repair is required, Customer must either obtain the repair by a licensed contractor within five (5) working days or the District will perform the repair, at a price charged to Customer, equal to the total of the cost of the materials needed for the repair and the cost of the labor expended by the District at its regular hourly rate. Re-inspection of the device immediately after the repair shall be performed by the District at no cost.
3. As to all Customers of the District, the District is authorized to conduct surveys or have surveys conducted on Customer's premises to identify where cross connection hazards exist or may occur. The regulations of the District noted above designate specific types of backflow prevention devices required at premises where hazards exist, and establish and maintain a list of approved backflow prevention assemblies.

C. Maintenance:

The District will not be responsible for the installation and maintenance of the water pipe lines beyond the end of the District's service connection or meter.

It shall be the owner's and/or Customer's responsibility to determine that on-premises fixtures and piping shall conform to the requirements of all State, County or Municipal ordinances, laws and regulations and the District Rules and/or Regulations and be properly maintained.

D. Right Of Access To Premises Of Customer:

The District or its duly authorized agents shall have at all reasonable times the right to ingress and egress from the Customer's premises for any purpose accessing water facilities. Removal of any restrictive object such as, but not limited to, fence, vehicle, trailer, structure, trees/shrubs and etc. will be removed and Customer will be responsible all associated costs with accessing water facilities.

E. Responsibility For Loss Or Damage:

The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a Customer or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment for which water service is supplied.

The Customer will be held responsible for damage to the District's facilities and other property resulting from the use or operation of appliances and facilities on Customer's premises, including damage caused by steam, hot water, chemical, etc.