



**AN ORDINANCE REGULATING SOLID  
WASTE MATTER  
AND THE COLLECTION, REMOVAL, AND  
DISPOSAL THEREOF**

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

**SOLID WASTE ORDINANCE #1**

*As proposed for adoption on June 11, 2008  
Resolution No. 1786*



# SOLID WASTE ORDINANCE #1

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## **1 GENERAL PROVISIONS**

### **1.1 Short Title**

This Ordinance may be cited as "Incline Village General Improvement District Solid Waste Regulation Ordinance" and is hereinafter referred to as "Ordinance."

### **1.2 Separability**

If any portion of this Ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

### **1.3 Posting**

Upon adoption of this Ordinance, it shall be entered in full in the minutes of the Board and certified copies thereof shall be posted in three (3) public places in the District within ten (10) days following its passage.

## **2 DEFINITIONS**

### **2.1 Board**

Shall mean the Board of Trustees of the District.

### **2.2 Clean-Up**

Shall mean the removal and collection of Solid Waste, including overturned or vandalized Waste Containers and accumulation.

### **2.3 Collector**

Shall mean any Person or firm to whom a contract shall have been let by the District to collect and transport Solid Waste in the District.

### **2.4 Construction and Demolition Waste**

Shall mean Solid Waste of a non-putrescible material, generated from the demolition, construction, or remodel of building structures.

### **2.5 County**

Shall mean Washoe County.

### **2.6 Director of Public Works**

Shall mean the Person appointed to perform the duties assigned to the Director of Public Works.

### **2.7 District**

Shall mean the Incline Village General Improvement District (IVGID).

### **2.8 Franchise Agreement**

Shall mean the Solid Waste Franchise Agreement between the District and Collector.

## 2.9 **Garbage**

- A. Shall mean putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage. This includes, but is not limited to:
- (1) Offal, swill, kitchen and table waste, and other organic animal and vegetable waste; and
  - (2) Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection, and/or beverage; and
  - (3) Any component used in the preparation or manufacture of matter intended for animal or human consumption; and
  - (4) Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.
- B. Infectious Waste as defined by § 010.285 of the District Board of Health Regulations Governing Solid Waste Management.
- C. The mixing, addition, or commingling of Garbage with other waste matter exclusive of Group 1 wastes (as determined by Regulations of the District Board of Health governing Solid Waste management), renders the entire resulting mixture as Garbage and requires the mixture to be handled as Garbage.

## 2.10 **Home-Generated Sharps Waste**

Shall mean hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications, derived from a household.

## 2.11 **Person**

Shall mean any human being or individual; any association or business entity; any firm, company or partnership; any private, public and municipal corporation; districts and political subdivisions; any governmental entity or governmental agency.

## 2.12 **Rubbish**

Shall be any non-putrescible Solid Waste, exclusive of those unsanitized materials that have been in contact with Garbage. These wastes include but are not limited to ashes, paper, cardboard, wood, glass, crockery, plastics, and yard waste. Rubbish mixed with Garbage is Garbage.

## 2.13 **Solid Waste**

Has the meaning ascribed to it in NRS 444.490 which definition includes all putrescible and non-putrescible refuse in solid or semisolid form, including, but not limited to, Garbage, Rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include "hazardous" waste as that term is defined by NRS 459.400 to 459.600, inclusive.



### **2.14 Waste Container**

Shall mean any container or receptacle designed and used to hold Solid Waste, including, without limitation:

- A. Drop boxes and Dumpsters, which are portable containers of large volume moved by specialized equipment.
- B. Residential Containers, including waste carts supplied by the Collector, and other receptacles provided by the customer.
- C. Commercial containers, including waste carts, supplied by the Collector.
- D. Wildlife-resistant containers approved or supplied by the District.
- E. Recycling bags or containers, including waste carts supplied by the Collector, approved by the District or the Collector.

Any Waste Container must be durable and nonabsorbent, leak-proof, watertight, odor-proof, pest and vermin resistant, and have a tight-fitting cover.

Any wildlife-resistant enclosure to be approved by the District shall be made of metal and have a secure door for access which is resistant to animals including bears.

## **3 SOLID WASTE RULES**

### **3.1 Mandatory Garbage Service**

It is hereby found and determined that the public health, safety, and welfare of all the citizens of the Incline Village General Improvement District requires that the accumulation, collection, removal, and disposal of Garbage and any other Rubbish from lands, buildings, premises, apartments, hotels, and other premises within the District must be handled in a manner for the greatest good and the least possible inconvenience to the District and the citizens thereof; and, to that end, Garbage and other Rubbish collection service will be provided by Collector, and it shall be mandatory for all owners, occupants, or Persons in possession, charge, or control of all places and premises in the District where Garbage and other Rubbish is created, accumulated, or produced to subscribe to and use the Collector's collection service, except as provided herein.

### **3.2 Dumping or Burying**

No Person shall dump, place, or bury in any lot, land, street, or alley within the District any Garbage or Rubbish or any other deleterious or offensive substance under any circumstances whatsoever, nor shall any Person dump, place, or bury within the District any solid waste without first having obtained a permit from the District, Washoe County District Board of Health and the (Lake) Tahoe Regional Planning Agency to do so.

### **3.3 Burning**



No solid waste or other deleterious or offensive substance shall be burned in the open air within the District without having first obtained a permit to do so from the Washoe County District Board of Health, the North Lake Tahoe Fire Protection District, and any other governmental body or agency responsible for fire protection and having jurisdiction to issue same. Any such burning pursuant to permit shall be done in accordance with any and all applicable Federal, State, County, District, or other local laws, ordinances, rules and/or regulations. No Person shall in any case burn Garbage or similar deleterious or offensive substances within the District.

### **3.4 Accumulation of Solid Waste**

- A. No Person owning or occupying any building, lot, or premises within the District shall allow any Solid Waste or other deleterious or offensive substance to accumulate or remain in or upon said building, lot, or premises, except for the purpose of permitting its collection by Collector or disposal within a reasonable time as provided herein.
- B. In the event of an accumulation of Solid Waste on any premises or in any building, and that accumulation is unsightly, offensive, or potentially unhealthful upon notification by the District, all such Solid Waste must be removed immediately. If the owner or occupant is unavailable, unable, or unwilling to remove and clean up the Solid Waste, the District or its Contractor will perform Clean-Up and removal, with charges and penalties assessed per this Ordinance.

### **3.5 Franchise Agreement**

District is hereby authorized and empowered, through its Board, to enter into a contract ("Franchise Agreement"), exclusive or otherwise, with any Person ("Collector") for the right and privilege of collecting Solid Waste within the District, upon such terms and conditions, consistent with this Ordinance, as the Board may deem for the best interests of the District, which contract shall reference and incorporate this Ordinance.

- A. Solid Waste: Any such contract shall provide that the Collector shall collect, transport and dispose of all Garbage and Rubbish at the rates established in the contract; that the Collector shall be responsible for the collection, transportation, and disposal of said Solid Waste at such place or places as may be available, and by such means or methods as are approved for such collection, transportation, and disposal, pursuant to this Ordinance and all ordinances, rules or regulations of County, the Tahoe Regional Planning Agency, the State of Nevada, or other governmental agency having jurisdiction over said waste disposal and disposal practices, holding District harmless from any responsibility, liability, or damages from the collection, transportation, and disposal operation, and that the Collector shall pay to the District that amount at such times as are determined by the Board.



- B. Service: The Collector shall provide not less than weekly service to each owner, resident, or tenant within the District upon a regularly scheduled basis, and shall collect all Solid Waste as often as may be required by either District or any owner, resident, or tenant.

Service to any owner, resident, or tenant may be terminated for nonpayment of the rates established in the contract between the Collector and District. Prior to termination of such service, Collector shall notify District, in writing, of the date of termination and the reason therefor.

- C. Discontinuance of Service. A customer may only discontinue service provided for in this Ordinance contingent upon the other services of the District (water and sewer) being similarly discontinued, and the water meter removed, and the premises vacated.
- D. Recycling. The District shall provide for a recycling program within the Franchise Agreement. Such a program shall provide for collection of recyclable materials at curbside, in designated containers, for both residential and commercial customers. The costs of the recycling program shall be included in the standard service rates, but additional charges also may be imposed.

### **3.6 Handling of Solid Waste**

- A. Except as set forth herein, no Person shall collect or transport Solid Waste within the District without first having entered into a contract (Franchise Agreement) with the District, or being within one of the categories as set forth below, or obtained a permit from the District to do so. No other Person shall make or enter into any contract for the collection, transport, other removal, or disposal of Solid Waste within the District during the term of the Franchise Agreement, or of any extension or renewal thereof.
- B. The categories of materials listed below may be collected and transported by Persons other than the Collector, provided all licensing and permitting requirements are met:
  - (1) Collection, disposal, and transport of Construction and Demolition Waste.



- (2) Waste generated from residential or commercial premises by businesses such as yard clean up services, tree trimming, gardening, landscaping, and the like, where the collection and hauling of solid waste is incidental to the labor necessary to provide the service.
- (3) A property owner may self-haul and dispose of solid waste from his premises to an approved disposal area, provided the accumulation being hauled is contained or covered to prevent spillage onto streets or highways, and this is a cleanup of premises. A property owner shall not hire any party other than Collector to haul solid waste under this subsection.
- (4) District shall have the right to collect and dispose of Rubbish and Garbage from its own facilities, with its own forces, including the collection, hauling, and disposal of bio-solids and sludge.

## **4 STORAGE AND COLLECTION RULES**

### **4.1 Waste Containers**

- A. Every occupant or tenant of any property or premises within the District shall provide one or more Waste Containers for receiving and holding all Garbage, Rubbish and other Solid Waste generated upon said premises until the times of collection and removal. Containers must be placed in an accessible location to be serviced by the Collector.
- B. Residential Waste Containers supplied by the owner shall not exceed a capacity of thirty-two (32) gallons and seventy-five (75) pounds in weight, be constructed of metal or an approved plastic material and type, be water-tight, be equipped with handles, and have tight-fitting covers with handles and shall, at all times, be proof against access of flies to the contents thereof. All Solid Waste must be kept free from pests and vermin, including but not limited to dogs, bears, coyotes, and raccoons, by means of storage location, times of placement, and removal from curb, and/or use of approved wildlife-resistant containers. Persons occupying multiple dwellings must plainly mark their Waste Containers so that the ownership thereof will be known.
- C. Collector may, upon request of the owner, occupant, or tenant of any premises within the District, provide bulk containers, waste carts, or dumpsters for the use of occupants or tenants.
- D. Accumulations of Rubbish not in Waste Containers must be in disposable bags or boxes, or be bundled and be tightly secured. Bundles, bags, or boxes placed by the customer must not exceed seventy-five (75) pounds in weight, not be not larger than three and one-half (3.5) cubic feet, and be less than four (4) feet in length.

- E. Customers shall be required to have and utilize an appropriate structural space for storage of all Waste Containers other than dumpsters and drop boxes or approved wildlife-resistant containers between pick-up dates. The adequacy of structure shall be as determined by the Director of Public Works, but would typically include a garage, utility room, or enclosed shed, approved wildlife container, or other similar solutions. IVGID approval of building permit applications shall be subject to this provision. Upon request during transfer or sale of property, IVGID shall provide notice of compliance with this provision.
- F. Persons placing Waste Containers outside their premises shall be responsible for locating the containers to avoid overturning or disturbance by animals, vehicular traffic, or vandalism. All Waste Containers and Solid Waste are the responsibility of the property owner until collection. In the event of disturbance and spills, and upon notification by the District, all Solid Waste must be cleaned up and removed immediately. If the owner or occupant is unavailable, unable, or unwilling to remove or Clean-Up the waste the District or its Contractor will perform an immediate Clean-Up, with charges and penalties assessed per this Ordinance.
- G. All Solid Waste generated by any Person on any property must be disposed of in accordance with this Ordinance. No Person shall place any Solid Waste on the property of another Person to be picked up by the Collector.

#### **4.2 Dumpster Use, Location, and Enclosure**

- A. Each dumpster and its cover shall be kept clean, and the cover shall be and remain latched or locked except to place Garbage, Rubbish, or waste matter therein, or to empty or clean the same. Each dumpster shall be screened or enclosed, in accordance with standards as approved by the Director of Public Works, and so placed and kept as not to be visible from any street, adjoining property, or public area at any time except after 5:00 a.m. on collection day when they are placed adjacent to the street for removing and emptying by the Collector. After collection, dumpsters must be returned to their storage location.
- B. Dumpsters shall be covered and kept latched and locked to remain free from pests and vermin, including but not limited to dogs, bears, coyotes, and raccoons. Property manager, owner and/or occupant must schedule immediate collection of Solid Waste to avoid accumulation outside of dumpster. Accumulation of waste matter outside a dumpster, even within dumpster enclosure, is a violation of this Ordinance.
- C. Customers utilizing dumpsters will cooperate with IVGID for posting of public education and signage in and around dumpster locations.

**4.3 Medical Waste Containers**

Containers used for disposal of Home-Generated Sharps Waste, and all medical, dental, or veterinary specimens, samples or such wastes shall be locked and the contents disposed of in a manner as to preclude salvage, infection, or nuisance. The customer shall use Collector-supplied containers or other approved containers for collection and disposal of Home-Generated Sharps waste.

**4.4 Residential Service**

Standard residential collection service shall allow two (2) Collector-supplied waste carts, or customer-supplied containers for garbage and rubbish in bags or otherwise contained in a total amount of 1 cubic yard. All waste to be collected shall be placed at the customer's curbside no earlier than 5:00 a.m. on the specified collection day of each week. Service begins at 7:00 a.m.

**4.5 Commercial Service**

Standard commercial collection service shall allow at least one (1) Waste Container, according to the service collection service selected from the Collector's rate sheets. All Waste Containers shall be placed in an accessibly designated space, no earlier than 5:00 a.m. on the specified collection day of each week.

**4.6 Service Identification**

All properties to be served by the provisions of this Ordinance must display on the side of the property where receptacles are to be serviced, the street number which will properly identify the property. Such address numbers shall be in contrasting colors as approved by the Architectural Committee, and shall be in the manner required by Washoe County. All Waste Containers shall be identified to each owner or collection customer.

**5 RATES**

**5.1 Charges**

Charges shall be collected from the owner, agent, or occupant of each property or premise within the District for the collection, removal, and disposal of Solid Waste, at the rates established in the Franchise Agreement, and as may be changed from time to time.

For the purpose of establishing charges, each unit in a multiple dwelling building having individual Waste Container service shall constitute a separate residential premise and customer. Business and industrial establishments shall include, without limitation, stores, markets, restaurants, and similar establishments, including apartment houses and condominiums comprising a group of rental units.

All charges established for the collection, removal, and disposal of Solid Waste from residential premises, except the special yard service charge described herein, shall be payable whether the premises are occupied or not, unless the premises are unoccupied and service has been discontinued as provided herein.

In the event customer makes use of a locking, steel animal resistant enclosure, it shall be located within twenty (20) feet of any roadway. It is the responsibility of customer to provide access to and keep the area to and from the street clear for Collector. In the event access is not provided or the Collector cannot get to the enclosure, Collector is not required to service the container and, instead shall bring the location to the attention of the District. These enclosures will be billed at the Standard Service rate. Enclosures placed further than twenty (20) feet from curbside may be subject to Special Yard Service.

**5.2 Rates for Unclassified Premises**

In any case where the charge for collection, removal, and disposal of Solid Waste is not established in the agreement between Collector and District, such charge shall be determined by agreement between the Collector and the Person for whom such service is performed; PROVIDED, however, that said Person shall have the right to request the Board to make a determination of charges for any such service, and the Board's determination in such matter shall be final.

**5.3 Special Yard Service Charge**

A special service charge, in addition to the collection rate charge, may be made in cases where containers are not placed within ten (10) feet of the edge of the street adjacent to the property.

The special yard service charge shall apply to collection from a driveway or immediately adjacent thereto of a residence with less than a fifty-foot (50') setback from the street. Where collection is from a location where more than one man is required to handle the receptacle and/or more than fifty-foot (50') setback, then the special charge may be negotiated between the property owner and the Collector. The application of this charge may be appealed to the Board, whose determination in any such matter shall be final.

**5.4 Penalty for Late Payment**

All charges shall become due and payable upon presentation. Payments not received by the last day of the billed cycle in which they are due will become delinquent on the first day of the next billing cycle. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month delinquent. Customers' payments shall be credited towards the oldest balances first, including penalties.

Checks and electronic funds transfers presented in payment of bills which are returned by a bank shall be treated as though no payment had been made, and a twenty-five dollar (\$25) administrative charge will be levied by the District, plus any additional charges imposed by the bank. Redemption of returned checks may be required to be by cash or equivalent. The Customer must reimburse the District for any returned check/electronic funds transfer fees charged by a bank to the District.

**5.5 Penalty and Enforcement**



In addition to the fees that may be imposed by this Ordinance for non-compliance, any violation of the provisions of this Ordinance shall be a misdemeanor punishable by a fine, or by imprisonment, or by both such fine and imprisonment. See NRS 318.170-1(f).

- A. Additional fees accrued from any non-compliance of this Ordinance shall be assessed according to actual costs to Public Works, as determined by the Director of Public Works. The Director of Public Works shall maintain a list of fees and charges, shown in Exhibit A, that may be changed from time to time, that can be imposed for Ordinance non-compliance.
- B. To maintain compliance with these Ordinances, IVGID shall have the right to order additional waste collection pick-ups when deemed necessary by the Department of Public Works. Any charges for such additional pick-ups will be charged to the customer's account.
- C. Penalties may increase with each additional offense within a set time period as established by the Director of Public Works, i.e., assessed charges and penalties will accumulate per property. A property will revert back to no offenses after twenty-four (24) months without a violation.
- D. All rulings of the Director of Public Works shall be final unless appealed in writing to the General Manager within fourteen (14) days. All rulings of the General Manager shall be final unless appealed in writing to the Board within five (5) days. When appealed, the Board's ruling shall be final.
- E. IVGID shall require compliance with these Ordinances as a condition of approval for any building permit requested for a customer's property.



Reviewed and Approved:

\_\_\_\_\_  
Bea Epstein, Chairwoman

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Gene Brockman, Vice Chairman

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T. Scott Brooke, District General Counsel

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I hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1 as amended by Resolution No. 1786 at the regular meeting of the Board of Trustees of the Incline Village General Improvement District duly held on June 11, 2008.

\_\_\_\_\_  
Chuck Weinberger, Treasurer



**EXHIBIT A**

**FEE SCHEDULE FOR TRASH ORDINANCE NON-COMPLIANCE**

| <b>Infringements</b>                  | <b>1st Offense</b>                                                                                                                                                                                                        | <b>2nd and Subsequent Offenses</b>                                                                  |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Violation of District Trash Ordinance | \$100                                                                                                                                                                                                                     | \$300                                                                                               |
| Wildlife Violations                   | \$300 non-refundable fine plus mandatory use of wildlife resistant waste container to be supplied by District<br>or<br>\$300 fine of which \$200 is refunded after installation of wildlife resistant container by owner. | \$1,000 fine that is refunded after mandatory installation of wildlife resistant container by owner |

Above fees do not cover actual Clean-Up costs, if performed. Clean-up costs will be assessed on standard rates for Personnel and equipment used by the District or its Contractor.