

TITLE 13

UTILITIES AND SERVICES¹

CHAPTER

1. WATER AND SEWERS.
2. ELECTRICITY.
3. GAS.
4. CABLE TELEVISION.

CHAPTER 1

WATER AND SEWERS

SECTION

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¹Municipal code references

Building, utility and housing codes: title 4.

Cross connections: title 8.

Refuse disposal: title 8.

Wastewater treatment: title 8.

- 13-121. Liability for cutoff failures.
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13-101. Application and scope. The provisions of this chapter are a part of all contracts for receiving water and sewer service from the town and shall apply whether the service is based upon contract, agreement, signed application, or otherwise.

13-102. Definitions. (1) "Customer" means any person, firm, or corporation who receives water and/or sewer service from the town under either an express or implied contract.

(2) "Service line" shall consist of the pipe line extending from any water or sewer main of the town to private property. Where a meter and meter box are located on private property, the service line shall be construed to include the pipe line extending from the town's water main to and including the meter and meter box.

(3) "Dwelling" means any single structure, with auxiliary buildings, occupied by one or more persons or households for residential purposes.

(4) "Premise" means any structure or group of structures operated as a single business or enterprise, provided, however, the term "premise" shall not include more than one (1) dwelling.

13-103. Application and contract for service. Each prospective customer desiring water and/or sewer service will be required to sign a standard contract and pay a service deposit as follows:

Residence	-	\$50.00
Business	-	\$50.00
Mobile Home	-	\$75.00

The service deposit shall be refundable if and only if the town cannot supply service in accordance with the terms of this chapter. If, for any reason, a customer, after signing a contract for service, does not take such service by reason of not occupying the premises or otherwise, he shall reimburse the town for the expense incurred by reason of its endeavor to furnish such service.

The receipt of a prospective customer's application for service, shall not obligate the town to render the service applied for. If the service applied for cannot be supplied in accordance with the provisions of this chapter, the liability of the town to the applicant shall be limited to the return of any deposit made by such applicant.

13-104. Service charges for temporary service. Customers requiring temporary service shall pay all costs for connection and disconnection incidental to the supplying and removing of service in addition to the regular charge for water and/or sewer service.

13-105. Connection charges. Service lines will be laid by the town from its mains to the property line at the expense of the applicant for service. The location of such lines will be determined by the town.

Before a new water or sewer service line will be laid by the town, the applicant shall pay a nonrefundable connection charge of seventy-five dollars (\$75.00) for a 3/4" water service and two hundred twenty-five dollars (\$225.00) for a 6" sewer service. Applicants requiring services larger than 3/4" water or 6" sewer shall pay for the actual cost of providing the service.

When a service line is completed, the town shall be responsible for the maintenance and upkeep of such service line from the main to and including the meter and meter box, and such portion of the service line shall belong to the town. The remaining portion of the service line beyond the meter box (or property line, in the case of sewers) shall belong to and be the responsibility of the customer.

13-106. Water and sewer main extensions.¹ Persons desiring water and/or sewer main extensions must pay all of the cost of making such extensions.

All such extensions shall be installed either by town forces or by other forces working directly under the supervision of the town in accordance with plans and specifications prepared by an engineer registered with the State of Tennessee.

Upon completion of such extensions and their approval by the town, such water and/or sewer mains shall become the property of the town. The persons paying the cost of constructing such mains shall execute any written instruments requested by the town to provide evidence of the town's title to such mains. In consideration of such mains being transferred to it, the town shall incorporate said mains as an integral part of the municipal water and sewer systems and shall furnish water and sewer service therefrom in accordance with these rules and regulations, subject always to such limitations as may exist because of the size and elevation of the mains.

¹Municipal code reference

Construction of building sewers: title 8, chapter 3.

13-107. Water and sewer main extension variances. Whenever the board of mayor and aldermen is of the opinion that it is to the best interest of the town and its inhabitants to construct a water and/or sewer main extension without requiring strict compliance with the preceding section, such extension may be constructed upon such terms and conditions as shall be approved by the board of mayor and aldermen.

The authority to make water and/or sewer main extensions under the preceding section is permissive only and nothing contained therein shall be construed as requiring the town to make such extensions or to furnish service to any person or persons.

13-108. Meters. All meters shall be installed, tested, repaired, and removed only by the town.

No one shall do anything which will in any way interfere with or prevent the operation of a meter. No one shall tamper with or work on a water meter without the written permission of the town. No one shall install any pipe or other device which will cause water to pass through or around a meter without the passage of such water being registered fully by the meter.

13-109. Multiple services through a single meter. No customer shall supply water service to more than one dwelling or premise from a single service line and meter without first obtaining the written permission of the town.

Where the town allows more than one dwelling or premise to be served through a single service line and meter, the amount of water used by all the dwellings and premises served through a single service line and meter shall be allocated to each separate dwelling or premise served. The water and charges for each such dwelling or premise thus served shall be computed just as if each such dwelling or premise had received through a separately metered service the amount of water so allocated to it, such computation to be made at the town's applicable water schedule, including the provisions as to minimum bills. The separate charges for each dwelling or premise served through a single service line and meter shall then be added together, and the sum thereof shall be billed to the customer in whose name the service is supplied.

13-110. Customer billing and payment policy. Water and sewer bills shall be due upon receipt. Bills not paid by the 16th of the month shall be subject to a ten percent (10%) penalty. Bills paid during the period from the 17th to the 22nd of the month shall be subject to a charge of five dollars (\$5.00) in addition to the ten percent (10%) penalty. Bills not paid by the 22nd shall be subject to termination.

If the 16th or the 22nd of the month falls on a Saturday, Sunday or holiday, payment will be accepted without penalty or charge on the next business day.

If a meter fails to register properly, or if a meter is removed to be tested or repaired, or if water is received other than through a meter, the town reserves the right to render an estimated bill based on the best information available.

13-111. Termination or refusal of service. (1) Basis of termination or refusal. The town shall have the right to discontinue water and sewer service or to refuse to connect service for a violation of, or a failure to comply with, any of the following:

- (a) These rules and regulations, including the nonpayment of bills.
- (b) The customer's application for service.
- (c) The customer's contract for service.

The right to discontinue service shall apply to all water and sewer services received through collective single connections or services, even though more than one (1) customer or tenant is furnished services therefrom, and even though the delinquency or violation is limited to only one such customer or tenant.

(2) Termination of service. Reasonable written notice shall be given to the customer before termination of water service according to the following terms and conditions:

- (a) Written notice of termination (cut-off) shall be given to the customer at least five (5) days prior to the scheduled date of termination. The cut-off notice shall specify the reason for the cut-off, and
 - (1) The amount due, including other charges.
 - (2) The last date to avoid service termination.
 - (3) Notification of the customer's right to a hearing prior to service termination, and, in the case of nonpayment of bills, of the availability of special counseling for emergency and hardship cases.
- (b) In the case of termination for nonpayment of bills, the employee carrying out the termination procedure will attempt before disconnecting service to contact the customer at the premises in a final effort to collect payment and avoid termination.
- (c) Termination will not be made on any preceding day when the water and sewer department is scheduled to be closed.
- (d) Service termination for any reason shall be reconnected only after the payment of all charges due or satisfactory arrangements for payment have been made, or the correction of the problem that resulted

in the termination of service in a manner satisfactory to the water and sewer department, plus the payment of a reconnection charge of \$10.00.

13-112. Termination of service by customer. Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days written notice to that effect.

13-113. Access to customer's premises. The town's identified representatives and employees shall be granted access to all customers' premises at all reasonable times for the purpose of reading meters, for testing, inspecting, repairing, removing, and replacing all equipment belonging to the town, and for inspecting customers' plumbing and premises generally in order to secure compliance with these rules and regulations.

13-114. Inspections. The town shall have the right, but shall not be obligated, to inspect any installation or plumbing system before water and/or sewer service is furnished or at any later time. The town reserves the right to refuse service or to discontinue service to any premises not in compliance with any special contract, these rules and regulations, or other requirements of the town.

Any failure to inspect or reject a customer's installation or plumbing system shall not render the city liable or responsible for any loss or damage which might have been avoided had such inspection or rejection been made.

13-115. Customer's responsibility for system's property. Except as herein elsewhere expressly provided, all meters, service connections, and other equipment furnished by or for the town shall be and remain the property of the town. Each customer shall provide space for and exercise proper care to protect the property of the town on his premises. In the event of loss or damage to such property arising from the neglect of a customer to care for it properly, the cost of necessary repairs or replacements shall be paid by the customer.

13-116. Customer's responsibility for violations. Where the town furnishes water and/or sewer service to a customer, such customer shall be responsible for all violations of these rules and regulations which occur on the premises so served. Personal participation by the customer in any such violations shall not be necessary to impose such personal responsibility on him.

13-117. Supply and resale of water. All water shall be supplied within the town exclusively by the town, and no customer shall, directly or indirectly, sell, sublet, assign, or otherwise dispose of the water or any part thereof except with written permission from the town.

13-118. Unauthorized use of or interference with water supply. No person shall turn on or turn off any of the town's stop cocks, valves, hydrants, spigots, or fire plugs without permission or authority from the town.

13-119. Limited use of unmetered private fire line. Where a private fire line is not metered, no water shall be used from such line or from any fire hydrant thereon, except to fight fire or except when being inspected in the presence of an authorized agent of the town.

All private fire hydrants shall be sealed by the town, and shall be inspected at regular intervals to see that they are in proper condition and that no water is being used therefrom in violation of these rules and regulations. When the seal is broken on account of fire, or for any other reason, the customer taking such service shall immediately give the town a written notice of such occurrence.

13-120. Damages to property due to water pressure. The town shall not be liable to any customer for damages caused to his plumbing or property by high pressure, low pressure, or fluctuations in pressure in the town's water mains.

13-121. Liability for cutoff failures. The town's liability shall be limited to the forfeiture of the right to charge a customer for water that is not used but is received from a service line under any of the following circumstances:

(1) After receipt of at least ten (10) days' written notice to cut off water service, the town has failed to cut off such service.

(2) The town has attempted to cut off a service but such service has not been completely cut off.

(3) The town has completely cut off a service but subsequently the cutoff develops a leak or is turned on again so that water enters the customer's pipes from the town's main.

Except to the extent stated above, the town shall not be liable for any loss or damage resulting from cutoff failures. If a customer wishes to avoid possible damage for cutoff failures, the customer shall rely exclusively on privately owned cutoffs and not on the town's cutoff. Also, the customer (and not the town) shall be responsible for seeing that his plumbing is properly drained and is kept properly drained, after his water service has been cut off.

13-122. Restricted use of water. In times of emergencies or in times of water shortage, the town reserves the right to restrict the purposes for which water may be used by a customer and the amount of water which a customer may use.

13-123. Interruption of service. The town will endeavor to furnish continuous water and sewer service, but does not guarantee to the customer any fixed pressure or continuous service. The town shall not be liable for any damages for any interruption of service whatsoever.

In connection with the operation, maintenance, repair, and extension of the municipal water and sewer systems, the water supply may be shut off without notice when necessary or desirable, and each customer must be prepared for such emergencies. The town shall not be liable for any damages from such interruption of service or for damages from the resumption of service without notice after any such interruption.

13-124. Schedule of rates. All water and sewer service shall be furnished under such rate schedules as the town may from time to time adopt by appropriate ordinance or resolution.¹

¹Administrative ordinances and regulations are of record in the office of the city recorder.

CHAPTER 2

ELECTRICITY

SECTION

13-201. To be furnished by Gibson County Electric.

13-201. To be furnished by Gibson County Electric. Electricity shall be provided by the Gibson County Electric Coop. The rights, powers, duties, and obligations of the Town are stated in the agreements between the parties.¹

¹The Agreements are of record in the office of the recorder.

CHAPTER 3

GAS

SECTION

13-301. To be furnished by the Lake County Utility District.

13-301. To be furnished by the Lake County Utility District. Gas shall be provided by the Lake County Utility District. The rights, powers, duties and obligations of the Town are stated in the agreements between the parties.¹

¹The Agreements are of record in the office of the recorder.

CHAPTER 4

CABLE TELEVISION

SECTION

13-401. To be furnished under franchise.

13-401. To be furnished under franchise. Cable television shall be furnished under franchise granted to Cable USA by the Town. The rights, powers, duties and obligations of the Town are clearly stated in the franchise agreement executed by, and which shall be binding upon the parties concerned.