

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

Gas code: title 4.

Refuse disposal: title 8.

Wastewater treatment: title 8.

- 13-122. Damages to property due to water pressure.
- 13-123. Liability for cutoff failures.
- 13-124. Restricted use of water.
- 13-125. Interruption of service.
- 13-126. Schedule of rates.

13-101. Application and scope. The provisions of this chapter are a part of all contracts for receiving water and sewer service from the city and shall apply whether the service is based upon contract, agreement, signed application, or otherwise. (as replaced by ord. No. 92-01)

13-102. Definitions. (1) "Customer" means any person, firm, or corporation who receives water and/or sewer service from the city 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 city 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 city'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. (as replaced by ord. No. 92-01)

13-103. Application and contract for service. Each prospective customer desiring water and/or sewer service will be required to sign a standard form contract and pay a service deposit of \$15, if prospective customer is the owner of the property or \$75 if the prospective customer rents the property, before service is supplied. The service deposit shall be \$75 for mobile homes. The service deposit shall be refundable if and only if the city 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 city 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 city 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 city to the applicant shall be limited to the return of any deposit made by such applicant. (as replaced by ord. No. 92-01)

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. (as replaced by ord. No. 92-01)

13-105. Connection charges. Service lines will be laid by the city 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 city.

Before a new water or sewer service line will be laid by the city, the applicant shall pay a nonrefundable tap fee of \$200 for water and \$200 for sewer.

When a service line is completed, the city 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 city. 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. (as replaced by ord. No. 92-01)

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 city forces or by other forces working directly under the supervision of the city in accordance with plans and specifications prepared by an engineer registered with the State of Tennessee.

A pipe diameter of 6" shall be required on water main extensions by any person making such an extension, including City of Friendship personnel, contractors, or individuals.

Upon completion of such extensions and their approval by the city, such water and/or sewer mains shall become the property of the city. The persons paying the cost of constructing such mains shall execute any written instruments requested by the city to provide evidence of the city's title to such mains. In consideration of such mains being transferred to it, the city 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. (as replaced by ord. No. 92-01)

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 city 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 city to make such extensions or to furnish service to any person or persons. (as replaced by ord. No. 92-01)

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

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 city. 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. (as replaced by ord. No. 92-01)

13-109. Meter tests. The city will, at its own expense, make routine tests of meters when it considers such tests desirable.

In testing meters, the water passing through a meter will be weighed or measured at various rates of discharge and under varying pressures. To be considered accurate, the meter registration shall check with the weighed or measured amounts of water within the percentage shown in the following table:

<u>Meter Size</u>	<u>Percentage</u>
5/8", 3/4", 1", 2"	2%
3"	3%
4"	4%
6"	5%

The city will also make tests or inspections of its meters at the request of the customer. However, if a test required by a customer shows a meter to be accurate within the limits stated above, the customer shall pay a meter testing charge in the amount stated in the following table:

<u>Meter Size</u>	<u>Test Charge</u>
5/8", 3/4", 1"	\$12.00
1-1/2", 2"	15.00
3"	18.00
4"	22.00

6" and over

30.00

If such test show a meter not to be accurate within such limits, the cost of such meter test shall be borne by the city. (as replaced by ord. No. 92-01)

13-110. Rules for water leak adjustment. The following is a list of the rules for water leak adjustment.

(1) Must be a water leak. Proof of repair may be required if there is any doubt.

(2) One adjustment per calendar year per customer.

(3) Five dollar minimum adjustment for water and five dollar minimum adjustment for sewer.

(4) Adjustment cannot be made until billing is processed and received by the customer.

(5) Customer must request adjustment either in person or by phone during regular business hours after bill has been received by the customer and before cut-off date, which is approximately twenty-five days.

(6) Customer pays average consumption calculated over the past six months, provided the residence has been occupied during that time, plus one-half of the leak.

(7) The City of Friendship shall make an adjustment for one-half of the leak at \$1.00 per thousand gallons of water. (as replaced by ord. No. 92-01)

13-111. 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 city.

Where the city 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 city'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. (as replaced by ord. No. 92-01)

13-112. Customer billing and payment policy. Water and sewer bills shall be rendered monthly and shall designate a standard net payment period for all members of not less than ten (10) days after the date of the bill. Failure

to receive a bill will not release a customer from payment obligation. There is established for all members a late payment charge not to exceed 10% for any portion of the bill paid after the net payment period.

Payment must be received in the water and sewer department no later than 4:00 P.M. on the due date. If the due date falls on Saturday, Sunday, or a holiday, net payment will be accepted if paid on the next business day no later than 4:00 P.M.

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 city reserves the right to render an estimated bill based on the best information available. (as replaced by ord. No. 92-01)

13-113. Termination or refusal of service. (1) Basis of termination or refusal. The city 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. If the customer is not at

home, service may be left connected for one (1) additional day and a further notice left at a location conspicuous to the customer.

(c) Hearings for service termination, including for nonpayment of bills, will be held by appointment at the company office between the hours of 8:00 A.M. and 4:00 P.M. on any business day, or by special request and appointment a hearing may be scheduled outside those hours.

(d) Termination will not be made on any preceding day when the water and sewer department is scheduled to be closed.

(e) If a customer does not request a hearing, or, in the case of nonpayment of a bill, does not make payment of the bill, or does not otherwise correct the problem that resulted in the notice of termination in a manner satisfactory to the water and sewer department, the same shall proceed on schedule with service termination.

(f) 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 \$20 if the reconnection to the water or sewer line is made during regular business hours, or \$30 if the reconnection to the water or sewer line is made after regular business hours. If the reconnection is to be to the water, sewer and gas lines, the payment of a reconnection charge of \$30 shall be made if the reconnection to all lines is made during regular business hours, or \$40 if the reconnection to all lines is made after regular business hours. (as replaced by ord. No. 92-01)

13-114. 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 unless the contract specifies otherwise. Notice to discontinue service prior to the expiration of a contract term will not relieve the customer from any minimum or guaranteed payment under such contract or applicable rate schedule.

When service is being furnished to an occupant of premises under a contract not in the occupant's name, the city reserves the right to impose the following conditions on the right of the customer to discontinue service under such a contract:

(1) Written notice of the customer's desire for such service to be discontinued may be required; and the city shall have the right to continue such service for a period of not to exceed ten (10) days after receipt of such written notice, during which time the customer shall be responsible for all charges for such service. If the city should continue service after such ten (10) day period

subsequent to the receipt of the customer's written notice to discontinue service, the customer shall not be responsible for charges for any service furnished after the expiration of the ten (10) day period.

(2) During the ten (10) day period, the occupant of premises to which service has been ordered discontinued by a customer other than such occupant, may be allowed by the city to enter into a contract for service in the occupant's own name upon the occupant's complying with these rules and regulations with respect to a new application for service. (as replaced by ord. No. 92-01)

13-115. Access to customers' premises. The city'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 city, and for inspecting customers' plumbing and premises generally in order to secure compliance with these rules and regulations. (as replaced by ord. No. 92-01)

13-116. Inspections. The city 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 city 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 city.

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. (as replaced by ord. No. 92-01)

13-117. 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 city shall be and remain the property of the city. Each customer shall provide space for and exercise proper care to protect the property of the city 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. (as added by ord. No. 92-01)

13-118. Customer's responsibility for violations. Where the city 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. (as added by ord. No. 92-01)

13-119. Supply and resale of water. All water shall be supplied within the city exclusively by the city, 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 city. (as added by ord. No. 92-01)

13-120. Unauthorized use of or interference with water supply. No person shall turn on or turn off any of the city's stop cocks, valves, hydrants, spigots, or fire plugs without permission or authority from the city. (as added by ord. No. 92-01)

13-121. 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 city.

All private fire hydrants shall be sealed by the city, 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 city a written notice of such occurrence. (as added by ord. No. 92-01)

13-122. Damages to property due to water pressure. The city 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 city's water mains. (as added by ord. No. 92-01)

13-123. Liability for cutoff failures. The city'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 city has failed to cut off such service.

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

(3) The city 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 city's main.

Except to the extent stated above, the city 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 city's cutoff. Also, the customer (and not the city) shall be responsible for seeing that his plumbing is properly drained and is kept properly drained, after his water service has been cut off. (as added by ord. No. 92-01)

13-124. Restricted use of water. In times of emergencies or in times of water shortage, the city 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. (as added by ord. No. 92-01)

13-125. Interruption of service. The city will endeavor to furnish continuous water and sewer service, but does not guarantee to the customer any fixed pressure or continuous service. The city 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 city 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. (as added by ord. No. 92-01)

13-126. Schedule of rates. All water and sewer service shall be furnished under such rate schedules as the city may from time to time adopt by appropriate ordinance or resolution.¹ (as added by ord. No. 92-01)

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 to the City of Friendship and its inhabitants by the Gibson County Electric. The rights, powers, duties, and obligations of the City of Friendship and its inhabitants, are stated in the agreements between the parties.¹

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

CHAPTER 3

GAS¹

SECTION

- 13-301. Application and scope.
- 13-302. Definitions.
- 13-303. Application and contract for service.
- 13-304. Service charges for temporary service.
- 13-305. Connections.
- 13-306. Gas main extensions.
- 13-307. Gas main extension variances.
- 13-308. Meters.
- 13-309. Multiple services through a single meter.
- 13-310. Customer billing and payment policy.
- 13-311. Termination or refusal of service.
- 13-312. Termination of service by customer.
- 13-313. Access to customer's premises.
- 13-314. Inspections.
- 13-315. Customer's responsibility for system's property.
- 13-316. Customer's responsibility for violations.
- 13-317. Supply and resale of gas.
- 13-318. Unauthorized use of or interference with gas supply.
- 13-319. Damages to property due to gas pressure.
- 13-320. Liability for cutoff failures.
- 13-321. Restricted use of gas.
- 13-322. Interruption of service.
- 13-323. Schedule of rates.

13-301. Application and scope. The provisions of this chapter are a part of all contracts for receiving gas service from the city and shall apply whether the service is based upon contract, agreement, signed application, or otherwise.

13-302. Definitions. (1) "Customer" means any person, firm, or corporation who receives gas service from the city under either an express or implied contract.

¹Municipal code reference
Gas Code: title 4.

(2) "Service line" shall consist of the pipe line extending from any gas main of the city 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 city's gas 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.

13-303. Application and contract for service. Each prospective customer desiring gas service will be required to sign a standard form contract and pay a service deposit of \$25.00 on residential homeowners and \$100.00 on residential rental and commercial before service is supplied. The service deposit shall be refundable if and only if the city 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 city for the expense incurred by reason of its endeavor to furnish the service.

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

13-304. 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 gas service.

13-305. Connections. Service lines will be laid by the city 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 city.

When a service line is completed, the city 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 city. The remaining portion of the service line beyond the meter box shall belong to and be the responsibility of the customer.

13-306. Gas main extensions. Persons desiring gas main extensions must pay all of the cost of making such extensions. All such extensions shall be installed either by municipal forces or by other forces working directly under the supervision of the city 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 city, such gas mains shall become the property of the city. The persons paying the cost of constructing such mains shall execute any written instruments requested by the city to provide evidence of the city's title to such mains. In consideration of such mains being transferred to it, the city shall incorporate the mains as an integral part of the municipal gas system and shall furnish gas service therefrom in accordance with these rules and regulations.

13-307. Gas main extension variances. Whenever the board of mayor and aldermen is of the opinion that it is to the best interest of the city and its inhabitants to construct a gas 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 gas main extensions under the preceding section is permissive only and nothing contained therein shall be construed as requiring the city to make such extensions or to furnish service to any person or persons.

13-308. Meters. All meters shall be installed, tested, repaired, and removed only by the city.

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 gas meter without the written permission of the city. No one shall install any pipe or other device which will cause gas to pass through or around a meter without the passage of such gas being registered fully by the meter.

13-309. Multiple services through a single meter. No customer shall supply gas service to more than one dwelling or premise from a single service line and meter without first obtaining the written permission of the city.

Where the city allows more than one dwelling or premise to be served through a single service line and meter, the amount of gas 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 gas 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 gas so allocated to it, such computation to be made at the city's

applicable gas 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.

13-310. Customer billing and payment policy. Gas bills shall be rendered monthly and shall designate a standard net payment period for all members of not less than ten (10) days after the date of the bill. Failure to receive a bill will not release a customer from payment obligation. There is established for all members a late payment charge not to exceed 10% for any portion of the bill paid after the net payment period.

Payment must be received in the gas department no later than 4:30 P.M. on the due date. If the due date falls on Saturday, Sunday, or a holiday net payment will be accepted if paid on the next business day no later than 4:30 P.M.

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

13-311. Termination or refusal of service. (1) Basis of termination or refusal. The city shall have the right to discontinue gas 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.

Such right to discontinue service shall apply to all gas 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 gas 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 bill, 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. If a customer is not at home, service may be left connected for one (1) additional day and a further notice left at a location conspicuous to the customer.

(c) Hearings for service termination, including for nonpayment of bills, will be held by appointment at the company office between the hours of 8:00 A.M. and 4:30 P.M. on any business day, or by special request and appointment a hearing may be scheduled outside those hours.

(d) Termination will not be made on any preceding day when the gas department is scheduled to be closed.

(e) If a customer does not request a hearing, or, in the case of nonpayment of a bill, does not make payment of the bill, or does not otherwise correct the problem that resulted in the notice of termination in a manner satisfactory to the gas department, the same shall proceed on schedule with service termination.

(f) 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 gas department, plus the payment of a reconnection charge of \$35.00.

13-312. 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 unless the contract specifies otherwise. Notice to discontinue service prior to the expiration of a contract term will not relieve the customer from any minimum or guaranteed payment under such contract or applicable rate schedule.

When service is being furnished to an occupant of premises under a contract not in the occupant's name, the city reserves the right to impose the following conditions on the right of the customer to discontinue service under such a contract:

(1) Written notice of the customer's desire for such service to be discontinued may be required; and the city shall have the right to continue such service for a period of not to exceed ten (10) days after receipt of such written notice, during which time the customer shall be responsible for all charges for such service. If the city should continue service after such ten (10) day period subsequent to the receipt of the customer's written notice to discontinue service, the customer shall not be responsible for charges for any service furnished after the expiration of such ten (10) day period.

(2) During such ten (10) day period, or thereafter, the occupant of premises to which service has been ordered discontinued by a customer other than such occupant, may be allowed by the city to enter into a contract for service in the occupant's own name upon the occupant's complying with these rules and regulations with respect to a new application for service.

13-313. Access to customers premises. The city'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 city, and for inspecting customers' gas plumbing and premises generally in order to secure compliance with these rules and regulations.

13-314. Inspections. The city shall have the right, but shall not be obligated, to inspect any installation or gas plumbing system before gas service is furnished or at any later time. The city 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 city.

Any failure to inspect or reject a customer's installation or gas 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.

13-315. 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 city shall be and remain the property of the city. Each customer shall provide space for and exercise proper care to protect the property of the city 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.

13-316. Customer's responsibility for violations. Where the city furnishes gas 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.

13-317. Supply and resale of gas. All gas shall be supplied within the city exclusively by the city, and no customer shall, directly or indirectly, sell, sublet, assign, or otherwise dispose of the gas or any part thereof except with written permission from the city.

13-118. Unauthorized use of or interference with gas supply. No person shall turn on or turn off any of the city's gas, valves, or controls without permission or authority from the city.

13-319. Damages to property due to gas pressure. The city shall not be liable to any customer for damages caused to his gas plumbing or property by high pressure, low pressure, or fluctuations in pressure in the city's gas mains.

13-320. Liability for cutoff failures. The city's liability shall be limited to the forfeiture of the right to charge a customer for gas 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 a gas service, the city has failed to cut off such service.

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

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

Except to the extent stated above, the city 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 city's cutoff.

13-321. Restricted use of gas. In times of emergencies or in times of gas shortage, the city reserves the right to restrict the purposes for which gas may be used by a customer and the amount of gas which a customer may use.

13-322. Interruption of service. The city will endeavor to furnish continuous gas service, but does not guarantee to the customer any fixed pressure or continuous service. The city 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 gas system, the gas supply may be shut off without notice when necessary or desirable, and each customer must be prepared for such emergencies. The city 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.

13-323. Schedule of rates. All gas service shall be furnished under such rate schedules as the city 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 4

CABLE TELEVISION

SECTION

13-401. To be furnished under franchise.

13-401. To be furnished under franchise. Cable television shall be furnished to the City of Friendship and its inhabitants under franchise granted to Cablecom of Dyersburg by the board of mayor and aldermen of the City of Friendship, Tennessee. The rights, powers, duties and obligations of the City of Friendship and its inhabitants are clearly stated in the franchise agreement executed by, and which shall be binding upon the parties concerned.¹ (as replaced by ord. No. 92-01)

¹For complete details relating to the cable television franchise agreement see ordinance no. 89-02 dated 10/13/89 in the office of the city recorder.