



WATERWORKS/SEWER & NATURAL GAS Rules and Regulations

(1)

Waterworks (Water/Sewer) or Gas will be furnished subject to the rules and regulations of the Mayor and Board of Aldermen of the City of Pikeville, for Pikeville Waterworks & Natural Gas in Pikeville, Tennessee. These rules and regulations, as well as any rules and regulations herein after amended, modified, or promulgated, and are made a part of every application, contract and agreement entered into between the property owner or customer and Pikeville Waterworks & Natural Gas.

(2)

Definitions:

- A. Customer. The word "Customer" will be used in these rules and regulations to designate a person, firm or corporation contraction with Pikeville Waterworks & Natural Gas for the furnishing of water to the property.
- B. Property. The word "Property" shall mean, except where otherwise specified:
 - a. A building under one roof and ownership and occupied by one business or as one residence.
 - b. One or more buildings on a single tract of land under single ownership and occupied by one family or business.
 - c. One side of a double house having a solid vertical partition wall.
 - d. A private line owned and maintained by a customer for his individual use and if said customer also desires the additional use of as an apartment house or mobile home, etc.
- C. Trailer Court. A "Trailer Court" consists of three (3) or more families or three (3) or more households.
- D. Apartment House. An "Apartment House" is a building housing three (3) or more families or three (3) or more households.
- E. Service Connections. The words "service connection" will be used in these rules and regulations to designate the tap to the main, together with that portion of the line extending from the tap to the meter; in those installations where the meter is set at or near the property line on the street, highway or right of way on which the main is located, only the portion of the line extending from the tap to and including the meter shall be included as part of the service connection.
 - a. In the case where it's necessary to set the meter on private property of the customer an easement will be obtained, together with the right to ingress and egress to the meter for the purpose of reading and servicing the same.
 - b. All water/sewer/gas lines shall be of sufficient size to be compatible with the services needed in the opinion of Pikeville Waterworks & Natural Gas, for the furnishing of ample water/sewer/gas to said customers.
 - c. The meter, meter box, lid, and valves shall, at all times, be owned by Pikeville Waterworks & Natural Gas.

- d. Water: A maximum of 100 ft. or less will be completed by Pikeville Waterworks. Anything over 100 ft. the customer will pay the additional cost at the time of installation.
Gas: A maximum of 200 ft. or less will be completed by Pikeville Natural Gas. Anything over 200 ft. the customer will pay the additional cost at the time of installation.

(3)

Any applicant desiring water/sewer/gas service shall provide proof of ownership or lease, and complete a written application, together with a tap fee. If the service is not available for some reason or other, the tap fee will be refunded. If the service is available, the applicant will be notified and they shall pay the required fees prior to the installation/connection of the meter, and these fees are NON-REFUNDABLE.

(4)

A connection fee set by Pikeville Waterworks & Natural Gas shall be required for each customer prior to giving service to this customer, proof of ownership or lease is also required. If a tap is already on the property, a connection fee will still be required before services will be provided. The connection fee is NON-REFUNDABLE but is transferable to another property within one year of the disconnect date, with a \$25 transfer fee paid per service before service is restored.

(5)

Pikeville Waterworks & Natural Gas will have a minimum charge per month per customer for water/sewer and/or gas service regardless of the amount of water/sewer and/or gas used.

(6)

Pikeville Waterworks & Natural Gas has the right to refuse service resulting from any causes whatsoever beyond the control of the Pikeville Waterworks & Natural Gas facilities. Pikeville Waterworks & Natural Gas will not be liable for the failure to furnish water or gas for any cause or causes beyond its control, for any breach of contract in the event of interruption in service, or otherwise unsatisfactory service. Whether or not caused by negligence or for any loss, injury, or damage to person(s) or property resulting from interruptions in service, or otherwise unsatisfactory service, whether or not caused by negligence.

(7)

Pikeville Waterworks & Natural Gas shall be responsible for installing and maintaining all meters and all service lines running from the water or gas main line to the meter.

(8)

The customer will provide, at no cost, a suitable place for the location of the meter on the customer's property and will give a reasonable easement to Pikeville Waterworks & Natural Gas for any property of Pikeville Waterworks & Natural Gas' located on the customers' property. Any obstruction(s) to Pikeville Waterworks & Natural Gas' property, such as debris, trash, junk, etc. or a lack of reasonable ingress and egress shall be removed at the customer's expense.

(9)

The customer will be responsible for and bear the expense of installing and maintaining the service line from the meter to the house or point of use. The customer shall be liable for any damage to the meter, meter box, lid, or other appurtenance due to negligence. The fee for a lid alone or box alone is determined by the cost from the supplier, and a \$40 charge will be required to be paid prior to the installation of a new meter box and lid. Repair or replacement will be at the customer's expense.

(10)

Any customer, contractor, developer, equipment operator or other utility which damages or causes damage or damages to any water or gas line or any other part of Pikeville Waterworks & Natural Gas' property due to negligence; this includes digging, without notifying Tennessee One Call or covering over Pikeville Waterworks & Natural Gas' property, can be charged for the repair or replacement of said property according to the Underground Utility Damage Prevention Act, Tennessee Code Annotated 65-31-101.

(11)

In the event Pikeville Waterworks & Natural Gas shall see fit to extend any main line of the system, Pikeville Waterworks & Natural Gas shall upon considering all circumstances will determine whether Pikeville Waterworks & Natural Gas or the customer(s)/developer(s) or both shall bear the expense of the extension. Such extensions will become the property of Pikeville Waterworks & Natural Gas, after the warranty period.

(12)

Pikeville Waterworks & Natural Gas shall, at all times, have the right to place discretionary limitations on the extension or extensions of any water main within Pikeville Waterworks & Natural Gas. All extensions shall be made only after approval of the Board of Mayor and Aldermen. All extensions shall require plans prepared under the direction of Pikeville Waterworks & Natural Gas and approved by the Tennessee Department of Environment & Conservation. Extensions shall be installed, disinfected, pressure tested, and bacteriological analysis completed according to AWWA and TDEC standards. The installer shall provide a one (1) year warranty from the time the bacteriological analysis is completed. The installer shall be responsible for repair due to defects in workmanship and/or materials. All repairs shall be completed in a timely fashion according to AWWA and TDEC standards. Failure to do so shall result in a fine determined by the Board of Mayor and Alderman.

(13)

In the event a customer removes himself from a metered location at which he is receiving water/sewer and/or gas, the customer shall be responsible for the payment of the water/sewer and/or gas consumed, up to the date the service was terminated. An additional charge will be made if a customer requests that the water be turned on after regular business hours, to cover overtime expenses.

(14)

In the event service to a customer has been terminated because of non-payment and the customer continues to receive water/sewer and/or gas through unauthorized means, Pikeville Waterworks & Natural Gas shall terminate the service line at the main. To receive service again, the customer shall pay their bill in full as well as reconnection fees.

(15)

All bulk water sales will be made at the 2” hydrant at the City Water Shop located at 525 Allen P. Deakins Road unless another location is approved by the Board of Mayor and Aldermen or the Field Superintendent.

(16)

All water/sewer and/or gas charges begin when the meter is installed and connected, or when the service is requested by a new customer on a specific date.

(17)

Pikeville Waterworks & Natural Gas has the power to prorate or restrict the amount of water and/or gas each customer receives, as declared in the Water Conservation Resolution, located in the Pikeville Waterworks & Natural Gas Emergency Plan.

(18)

Pikeville Waterworks & Natural Gas has adopted the following fire hydrant classification in accordance with Tennessee Code Annotated 1200-5-1-17(18)

<u>Hydrant Class</u>	<u>Flow</u>	<u>Color</u>
• Class AA	1500 gpm or more	Light Blue
• Class A	1000-1499 gpm	Green
• Class B	500-999 gpm	Orange
• Class C	499 gpm or less	Red

Existing Class C hydrants (hydrants unable to deliver a flow of 500 gallons per minute at a residential pressure of 20 pounds per square inch (psi) shall have their tops painted red by January 1, 2008.

The water system must provide notification by certified mail at least once every five (5) years beginning January 1, 2008, to each fire department that may have reason to utilize the hydrants, that fire hydrants with tops painted red (Class C hydrants) cannot be connected directly to a pumper fire truck. Fire Departments may be allowed to fill the booster tanks on any fire apparatus from an available hydrant by using the water system’s available pressure only (fire pumps shall not be engaged during refill operations from a Class C hydrant).

(19)

No customer served by Pikeville Waterworks & Natural Gas will be permitted to cross-connect the water and/or gas service provided by Pikeville Waterworks & Natural Gas to any other water or gas supplier. No physical connection can be made by customer to any other distribution system or source that is served by Pikeville Waterworks & Natural Gas, as described in Sections 53-2001 and 53-2004 of the Tennessee Code Annotated.

Right of Inspection

Backflow Prevention Devices:

Pikeville Waterworks & Natural Gas reserves the right to make inspections of the plumbing installations on the customer’s premises upon giving reasonable notice to the customer. Customers requiring back flow prevention devices will be required to purchase and install such devices. The

devices must meet Pikeville Waterworks & Natural Gas' specifications. Any customer(s) not complying with City and State Law will have their service terminated.

Testing

Pikeville Waterworks & Natural Gas has the right to test such devices as deemed necessary by Pikeville Waterworks & Natural Gas. Any repairs to these devices are the responsibility of the customer.

(21)

The foregoing rules and regulations may be amended, modified, enlarged upon, or otherwise changed at any time the majority of the Board of Mayor and Aldermen deem necessary.

(22)

I understand that all bills are issued on the first (1st) of each month and are due on the fifteenth (15th) of each month. I understand that penalties will be added on the sixteenth (16th) of each month. If the penalty date falls on the weekend, I understand the penalties will be added on the first working day of the following week. I understand that all services are subject to be disconnected if not paid by the end of the grace period which ends on the twentieth (20th) of each month.

(23)

I understand it is my responsibility to report any water leak or possible water leak to the Pikeville Waterworks Department as soon as possible to avoid myself and/or other customers being without water for an extended period of time.

These Rules and Regulations go into effect beginning January 1, 2009.