



GAS & WATER COMMITTEE AGENDA

DATE: August 20, 2020

TIME: 3:45 p.m.

**LOCATION: Clarksville Gas & Water Department &
Via Google Meet**

IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WILL BE CONDUCTED VIA GOOGLE MEETS. AN AUDIO RECORDING OF THE PROCEEDINGS WILL BE MADE AVAILABLE TO THE PUBLIC WITHIN 48 HOURS. MEMBERS OF THE PUBLIC ARE, BY LAW, ALLOWED TO ATTEND MEETINGS OF THE CITY OF CLARKSVILLE GAS & WATER COMMITTEE, BUT ARE STRONGLY DISCOURAGED TO DO SO AT THIS TIME.

I. CALL TO ORDER

II. ANNOUNCE MEMBERS IN ATTENDANCE (VERIFY QUORUM)

III. APPROVAL OF ELECTRONIC MEETING

In order to comply with the technical aspects of the Governor's Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.

IV. ADOPTION OF MINUTES: May 21, 2020

V. DEPARTMENT REPORTS:

1. Bad Debt – Fred Klein (attached)
2. Financials – Fred Klein (attached)
3. Bid – Summary – Camille Thomas (attached)
4. Professional Services – Camille Thomas (attached)
 - New North Service Center Renovation Design from Lyle-Cook-Martin in the amount of \$40,000.00.
 - Miscellaneous Advisory & Consulting Services from D2 Energy, LLC in the amount of \$25,000.00.
 - Miscellaneous Engineering Services from TTL, Inc. in the amount of \$50,000.00.
5. Department Reports – Mark Riggins (attached)

VI. COMMITTEE ACTION REQUIRED

VII. CITY COUNCIL ACTION REQUIRED

1. **ORDINANCE 18-2020-21** Authorizing extension of utilities to Garrettsburg Road, Cmap 029, parcels 10.00 & 65.00; request of Vernon Weakley. – Mark Riggins (attached)
2. **ORDINANCE 20-2020-21** Amending Part II, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service) and Chapter 4 (Water and/or Sewer Service to Particular Areas or Subdivisions) of the City of Clarksville Code of Ordinances relative to charges, deposits, programs, adjustments, installment plans, and service extension approval. – Mark Riggins (attached)

VIII. ADJOURNMENT

IX. PUBLIC COMMENTS (5 minutes each)



GAS & WATER COMMITTEE MAY 21, 2020

MINUTES

CALL TO ORDER

A meeting of the City of Clarksville Gas & Water Committee was called to order by Chairwoman Valerie Guzman on Thursday, May 21, 2020, at 3:45 p.m. This meeting was conducted via Google Meets.

ATTENDANCE

The following members responded to roll call and were connected to the meet:

Chairwoman Valerie Guzman, Tim Chandler, Gary Norris, David Allen, Ron Erb

Mark Riggins, Fred Klein, Camille Thomas, Amie Wilson, Stephanie Fox, and Mandy Phillips were also connected to the meet.

APPROVAL OF ELECTRONIC MEETING

In order to comply with the technical aspects of the Governor's Executive Order regarding holding open meetings in a forum other than in the open and in public, the Gas & Water Committee determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.

Councilman Ron Erb made a motion to approve the electronic meeting, Councilman Gary Norris seconded it, and the motion passed unanimously.

ADOPTIONS OF MINUTES

Councilman Gary Norris made a motion to approve the minutes of the February 20, 2020 committee meeting, Councilman Ron Erb seconded it, and the motion passed unanimously.

DEPARTMENT REPORTS

Camille Thomas reported the Bid-Summary for the month.

Camille Thomas also reported the following Professional Services for the month:

- Gas Operator Qualifications Learning Management System from Industrial Training Services, Inc. in the amount of \$54,625.00.
- Design of a 2 MGD Water Treatment Plant Upgrade from Smith Seckman Reid, Inc. in the amount of \$182,589.00.

Bad Debt was reported by Fred Klein by explaining the write-off report for the month of April 2020.

Fred Klein also reported the Financials for the month of April 2020.

Mark Riggins presented and discussed the department reports included in the packet.

Mark Riggins discussed and informed the committee of two Interlocal Agreement Ordinances with Woodlawn Utility District that will be going before the Finance Committee this month.

COMMITTEE ACTION REQUIRED

N/A

CITY COUNCIL ACTION REQUIRED

ORDINANCE 79-2019-20 Authorizing extension on utilities to Sango Commons Subdivision Section 2 located on Sango Road and Durham Road, Cmap 086, parcels 20.00 and 20.01; request of Houston Smith, TTL Engineering. David Allen made a motion for approval, Ron Erb seconded it, and the same passed unanimously to full City Council.

ORDINANCE 80-2019-20 Authorizing extension on utilities to 3431 Buck Road, Cmap 034, Parcel 23.00; request of Christine Oliver. Gary Norris made a motion for approval, Ron Erb seconded it, and the same passed unanimously to full City Council.

ADJOURNMENT

The meeting was adjourned at 4:13 p.m.

Clarksville Gas & Water Department

12 Month Rolling Collections/Write-offs

Date	Total Turned Over	# of Accounts	Avg Acct Turned Over	Total Collected	Total Write-offs	# of Write-Offs	Avg Acct Write-off
Aug-19	\$ 6,965.36	66	\$ 105.54	\$ 2,155.02	\$ 11,763.70	96	\$ 122.54
Sep-19	\$ 8,395.65	76	\$ 110.47	\$ 1,619.94	\$ 12,370.90	73	\$ 169.46
Oct-19	\$ 25,236.14	121	\$ 208.56	\$ 4,083.87	\$ 22,408.43	88	\$ 254.64
Nov-19	\$ 17,998.88	101	\$ 178.21	\$ 992.64	\$ 10,994.34	64	\$ 171.79
Dec-19	\$ 16,288.88	99	\$ 164.53	\$ 2,097.21	\$ 7,879.44	57	\$ 138.24
Jan-20	\$ 13,136.12	103	\$ 127.54	\$ 4,109.73	\$ 15,343.37	85	\$ 180.51
Feb-20	\$ 8,080.67	75	\$ 107.74	\$ 4,394.14	\$ 8,397.22	71	\$ 118.27
Mar-20	\$ -			\$ 4,378.79	\$ 10,755.11	72	\$ 149.38
Apr-20	\$ 24,150.83	165	\$ 146.37	\$ 4,076.06	\$ 8,402.79	100	\$ 84.03
May-20	\$ 10,665.92	75	\$ 142.21	\$ 5,337.53	\$ 4,984.85	49	\$ 101.73
Jun-20	\$ 5,511.01	59	\$ 93.41	\$ 5,349.91	\$ 6,391.85	53	\$ 120.60
Jul-20	\$ 3,583.19	43	\$ 83.33	\$ 4,172.42	\$ 23,920.03	101	\$ 236.83
	\$ 140,012.65	983	\$ 142.43	\$ 42,767.26	\$ 143,612.03	909	\$ 157.99

30.55%

CGW Water Department
July, 2021

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	2,164,601	1,916,458	248,143	2,164,601	1,916,458	248,143
Penalties	18,197	27,500	(9,303)	18,197	27,500	(9,303)
Other Income	312,776	243,958	68,818	312,776	243,958	68,818
Gross Revenue	2,495,574	2,187,917	307,657	2,495,574	2,187,917	307,657
Water Plant 1	382,000	372,726	(9,274)	382,000	372,726	(9,274)
Water Plant 2	1,200	0	(1,200)	1,200	0	(1,200)
Water Transmission	388,315	464,855	76,541	388,315	464,855	76,541
Water Administration	27,236	26,030	(1,206)	27,236	26,030	(1,206)
Customer Service	450,511	263,487	(187,024)	450,511	263,487	(187,024)
Accounting	61,850	51,704	(10,146)	61,850	51,704	(10,146)
Engineering	101,109	119,276	18,167	101,109	119,276	18,167
Admin & General	76,092	71,049	(5,043)	76,092	71,049	(5,043)
Other Expenses	15,592	12,083	(3,509)	15,592	12,083	(3,509)
Depreciation	507,416	541,667	34,250	507,416	541,667	34,250
Total Operating Expenses	2,011,322	1,922,878	(88,444)	2,011,322	1,922,878	(88,444)
Income from Operations	484,252	265,039	219,213	484,252	265,039	219,213
Interest Income	8,315	36,500	(28,185)	8,315	36,500	(28,185)
Other Income (Expense)	267	1,667	(1,400)	267	1,667	(1,400)
Interest Expense	(78,874)	(78,981)	107	(78,874)	(78,981)	107
Debt Amortization Income	18,124	18,120	4	18,124	18,120	4
PILOT	(82,672)	(82,672)	0	(82,672)	(82,672)	0
Total Other Income (Expense)	(134,841)	(105,367)	(29,474)	(134,841)	(105,367)	(29,474)
Total Income / (Loss)	349,411	159,672	189,739	349,411	159,672	189,739
Capital Spend	128,188	1,147,000	1,018,812	128,188	1,147,000	1,018,812
Contributed Capital - Cash	-	-	-	-	-	-
Contributed Capital - Non-Cash	-	1,000,000	(1,000,000)	-	1,000,000	(1,000,000)

CGW Wastewater Department
July, 2021

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	3,672,610	3,330,250	342,360	3,672,610	3,330,250	342,360
Penalties	31,339	50,000	(18,661)	31,339	50,000	(18,661)
Other Income	402,331	235,725	166,606	402,331	235,725	166,606
Gross Revenue	4,106,279	3,615,975	490,304	4,106,279	3,615,975	490,304
Wastewater Plant	361,976	442,601	80,626	361,976	442,601	80,626
Wastewater Collection	564,690	558,047	(6,644)	564,690	558,047	(6,644)
Wastewater Administration	40,553	34,932	(5,621)	40,553	34,932	(5,621)
Customer Service	171,066	167,995	(3,071)	171,066	167,995	(3,071)
Accounting	63,386	56,662	(6,724)	63,386	56,662	(6,724)
Engineering	93,224	133,700	40,476	93,224	133,700	40,476
Admin & General	76,116	62,871	(13,245)	76,116	62,871	(13,245)
Other Expenses	15,592	12,083	(3,509)	15,592	12,083	(3,509)
Depreciation	961,130	1,033,333	72,203	961,130	1,033,333	72,203
Total Operating Expenses	2,347,733	2,502,223	154,490	2,347,733	2,502,223	154,490
Income from Operations	1,758,546	1,113,752	644,794	1,758,546	1,113,752	644,794
Interest Income	8,835	32,083	(23,248)	8,835	32,083	(23,248)
Other Income (Expense)	267	667	(400)	267	667	(400)
Interest Expense	(544,439)	(563,934)	19,495	(544,439)	(563,934)	19,495
Debt Amortization Income	103,446	103,446	(0)	103,446	103,446	(0)
PILOT	(162,616)	(162,616)	-	(162,616)	(162,616)	-
Total Other Income (Expense)	(594,508)	(590,355)	(4,153)	(594,508)	(590,355)	(4,153)
Total Income / (Loss)	1,164,038	523,397	640,641	1,164,038	523,397	640,641
Capital Spend	348,356	2,155,000	1,806,644	348,356	2,155,000	1,806,644
Contributed Capital - Cash	-	-	-	-	-	-
Contributed Capital - Non-Cash	-	833,333	(833,333)	-	833,333	(833,333)

CGW Gas Department
July, 2021

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	1,022,918	1,123,341	(100,424)	1,022,918	1,123,341	(100,424)
Penalties	4,140	16,667	(12,527)	4,140	16,667	(12,527)
Other Income	89,294	99,674	(10,380)	89,294	99,674	(10,380)
Gross Revenue	1,116,351	1,239,682	(123,331)	1,116,351	1,239,682	(123,331)
Cost of Gas	300,653	473,210	172,557	300,653	473,210	172,557
Gas Distribution	212,292	236,999	24,707	212,292	236,999	24,707
Gas Administration	143,171	210,049	66,878	143,171	210,049	66,878
Ft. Campbell Operations	43,723	41,774	(1,949)	43,723	41,774	(1,949)
Customer Service	109,431	100,534	(8,897)	109,431	100,534	(8,897)
Accounting	116,943	50,619	(66,323)	116,943	50,619	(66,323)
Engineering	51,172	59,795	8,623	51,172	59,795	8,623
Admin & General	75,924	58,527	(17,398)	75,924	58,527	(17,398)
Other Expenses	14,876	10,417	(4,459)	14,876	10,417	(4,459)
Depreciation	153,130	191,667	38,537	153,130	191,667	38,537
Total Operating Expenses	1,221,315	1,433,591	212,276	1,221,315	1,433,591	212,276
Income from Operations	(104,963)	(193,909)	88,945	(104,963)	(193,909)	88,945
Interest Income	7,783	32,500	(24,717)	7,783	32,500	(24,717)
Other Income (Expense)	267	2,083	(1,817)	267	2,083	(1,817)
Interest Expense	(16,278)	(16,051)	(226)	(16,278)	(16,051)	(226)
Debt Amortization Income	3,982	3,982	-	3,982	3,982	0
PILOT	(57,099)	(57,099)	-	(57,099)	(57,099)	-
Total Other Income (Expense)	(61,345)	(34,585)	(26,760)	(61,345)	(34,585)	(26,760)
Total Income / (Loss)	(166,309)	(228,494)	62,185	(166,309)	(228,494)	62,185
Capital Spend	322,231	691,000	368,769	322,231	691,000	368,769
Contributed Capital - Cash	-	-	-	-	-	-
Contributed Capital - Non-Cash	-	-	-	-	183,333	(183,333)

FY 2021 Debt Coverage

July, 2021

YTD Net Revenue through
Fiscal Period

	1
	<u>Actual</u>
System Gross Revenue	\$ 7,718,204
System Operating Expenses	5,580,370
	2,137,834
Add: Depreciation Expense	1,621,676
Other Revenue (Expense)	25,733
Net Revenues	\$ 3,785,243

Debt Coverage Ratio	2.25
Debt Coverage Ratio Goal	1.70
<i>FY 2020 Coverage Ratio</i>	<i>2.09</i>
<i>FY 2019 Coverage Ratio</i>	<i>2.12</i>

>2.00 = Aaa rating

1.70-2.00 = Aa rating

Debt to Operation Revenue Ratio

July, 2021

FY 2021 Budget

Total Debt	\$ 177,406,199
Operating Revenue	\$ 92,618,453
Debt/Operating Revenue	1.92

FY 2020 Budget

Total Debt	\$ 189,626,801
Operating Revenue	\$ 92,618,453
Debt/Operating Revenue	2.05

FY 2019 Actual

Total Debt	\$ 210,708,804
Operating Revenue	\$ 93,864,185
Debt/Operating Revenue	2.24

FY 2018 Actual

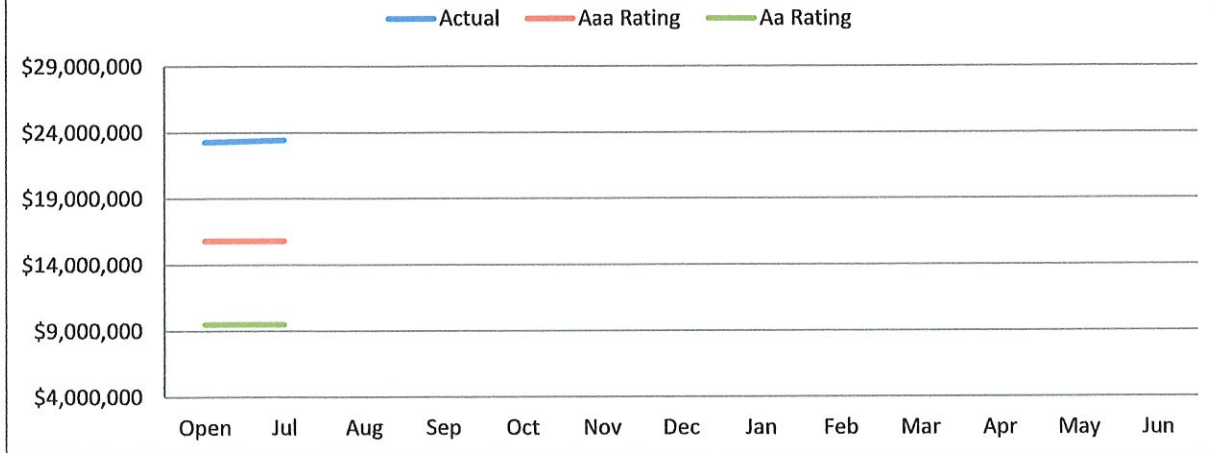
Total Debt	\$ 237,996,422
Operating Revenue	\$ 90,487,961
Debt/Operating Revenue	2.63

<2.00 = Aaa

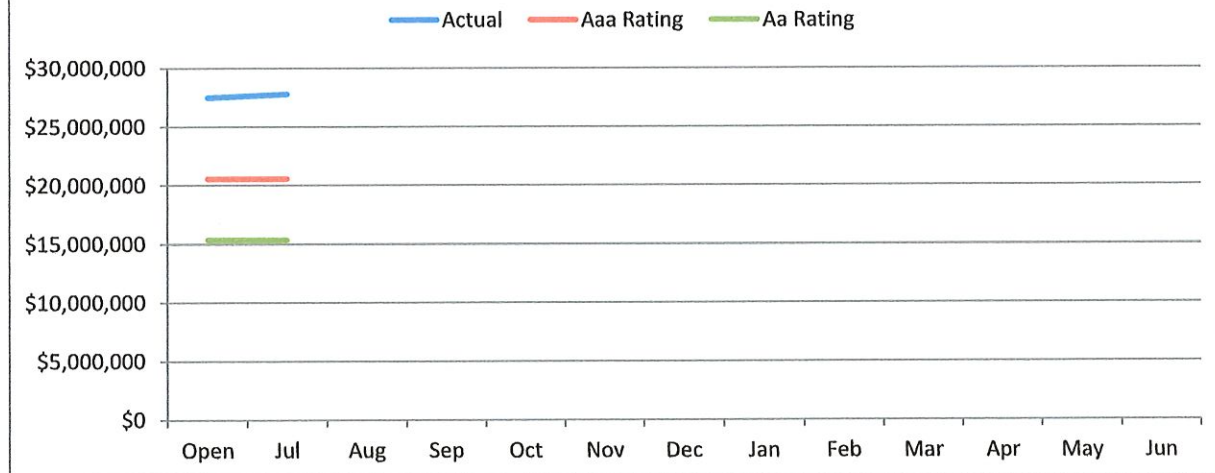
2.00 - 4.00 = Aa

Clarksville Gas & Water FY 2021

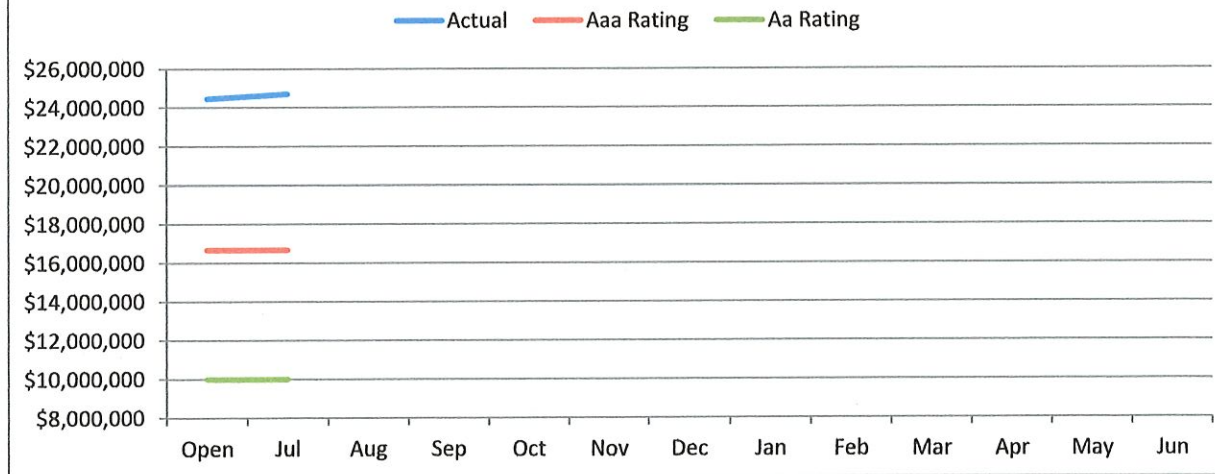
FY 2021 Available Cash - Water



FY 2021 Available Cash - Wastewater



FY 2021 Available Cash - Gas



**GAS & WATER DEPARTMENT
BID SUMMARY
August 20, 2020**

The following bids/proposals have been solicited, opened and have been approved by the Purchasing Director. All are low bid/proposal except where noted.

<u>BID #</u>	<u>DESCRIPTION</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>
4024-P	WWTP/ Motor Maintenance Service Agreement	Cumberland Machine Co.	See Attached
4044	50% Hydrogen Peroxide	Specialty Chemical Co.	\$ 2.2698 per gal
4047	Municiplex Service Pipe	Core & Main	See Attached
4048	Fire Service Meters	Southern Pipe & Supply	\$ 48,784.00
4049	Water Meters	Southern Pipe & Supply	\$ 472,670.75
4053	Bailey & Henry St. Gravity Sewer Replacement	Moore Construction	\$ 159,477.50
4055	North 2 nd St. Bridge Natural Gas Main Replacement	Cleary Construction	\$ 662,100.00
4056-RB	Fire Hydrant 3&4ft. Bury	Consolidated Pipe & Supply	\$ 137,350.00
4057	Misc. Poly Gas Fittings	General Utilities Pipe & Supply	\$ 38,025.00
4058	Level Rat Submersible Transducers	Keller America Inc.	\$ 74,831.25
4059	Cast Iron Valve Box Ext. Rings	G&C Supply	\$ 27,957.00
4060	Brass Curb Stops & Assorted Brass Fittings & Preventers	Core & Main	\$ 254,580.80
4062	Diaphragm Meter	Equipment Controls Co.	\$ 91,335.20
4063	Copper Water Meter Yokes w/Check Valve	Fortiline Waterworks	\$ 392,443.50
4064-RB2	Dumpster Liners	SB Johnson Construction	\$ 23.83 ea.
4065	23% Hydrofluoslic Acid	Univar	\$ 0.1780 wet lb.
4067	Magnesium Hydroxide	Premier Magnesia	\$ 2.96 per gallon
4084	Pipe & Fernco Fittings, Hydraulic Cement Saddles & Gasketed Tee's	Fortiline Waterworks	\$ 75,120.96

SOLE SOURCE PURCHASES:

1. Future purchases of Colilert reagent, IDEXX vessel, and HPC test kits form IDEXX Laboratories.
2. New customer credit checks from Online Utility Exchange.
3. Future purchases of portable natural gas odorizer from Ed Young Sales.
4. Future purchases of utility location, marking and damage prevention services from Utiliquist.
5. Future purchases of submersible waste pumps from Nedrow & Associates.
6. Future maintenance and repair of fire and security alarm system from System Company.

7. Future purchases of chain and scraper mechanisms from J.T. Guthrie & Son.
8. Future purchases of various grates from John Bouchard & Sons Company.
9. Future purchases of asphalt solvent from Chemtek Inc.
10. Future purchases of Smith & Loveless pumps, parts and service from Vanbrocklin & Associates
11. Future purchases of Allen Bradley parts and service, and Rockwell software for existing equipment from Irby Co.
12. Future preventative maintenance of liquid/solid separation equipment from Andritz Separation Inc.
13. Future repair and services for Atlas Copco Compressors from Evapar, Inc.
14. Future inspection and management of grease certification and grease control program from MMS.
15. Future service of Asset Management and Optimization technology from Specific Energy.
16. Future purchases of E-One Pumps and parts form WASCON, Inc.
17. Future purchases and service for Wet Wells pumps and parts from Southern Sales-Tencarva Municipal.
18. Future purchases and service for T.D. Williamson products from T.D. Williamson, Inc.
19. Future purchases and service for OmniSite products from OmniSite.
20. Future purchases and service of Hach water analytics equipment from Hach Co.
21. Future purchases Rosemount products from Kazmier and Associates, Inc.

PROPRIETARY PURCHASE:

1. Future monitoring analyses for Microbiological, Inorganics, Organics from McCoy & McCoy Laboratories.

EMERGENCY PURCHASE:

1. Removal and sealing of asbestos in the garage at CGW main complex from EAI in the amount of \$ 3,000.00.
2. Repair to Atlas Copco screw compressors from Evapar in the amount of \$ 7,521.74.

Proposal #4024-P- WWTP /Motor Maintenance Service Agreement

Cumberland Machine Co.	See Attached*	
John Bouchard & Sons	See Attached	
Hibbs Electric Mechanical	See Attached	
R. Lafferty and Sons	No Response	Local
Tencova Machinery Co.	No Response	
Southwest Electric Co.	No Response	
ATECH	No Response	
Chattanooga Tractor & Equipment	No Response	
Crowder Construction	No Response	
DJ Shubeck Co.	No Response	
Energy Management Solutions	No Response	
JP Industrial Services	No Response	
Moody's Tire and Auto Services	No Response	
Parman Tractor & Equipment	No Response	
S&W Contracting	No Response	
Shermco Industries	No Response	
Air Conditioning Service	No Response	
Anchor Fleet Body Shop	No Response	
B&B Construction & Excavating	No Response	
Bar Environmental	No Response	
CD Steger Construction	No Response	
Clarke Power	No Response	
Cliff Carey General Contractors	No Response	
Cothorn Electric Motor Repair	No Response	
Cummins Inc.	No Response	
Demand Mechanical	No Response	
DXP Enterprise	No Response	
Hamilton Machine	No Response	
Hill Top Equipment	No Response	
Hose & Belting Specialist	No Response	
Hydro Design Services	No Response	
Industrial Machine & Tool Co.	No Response	
Johnson & White Equipment Services	No Response	
Manning Materials	No Response	
Max Electric Motor Services	No Response	
Meade Equipment	No Response	
Nashville Pump & Power	No Response	
Pittman Equipment Repair	No Response	
Protech Electrical	No Response	
Ram Corporation	No Response	
Rock City Machine Co.	No Response	
Sample Repair	No Response	
Scott Construction Equipment	No Response	
Tennessee Industrial	No Response	
The Parkes Co.	No Response	
Thompson Machinery	No Response	Local
Trinity Builders	No Response	

Tuff Equipment Co.	No Response
Welding Unlimited	No Response
X Energy	No Response
Xylem Dewatering Solutions	No Response

****This was a proposal where price was not the only factor in award.**

Bid #4044 -50% Hydrogen Peroxide

Specialty Chemical Co.	\$ 2.2698 per gal*
Source Technologies	\$ 2.33 per gal
Brenntag Mid-South	\$ 2.3453 per gal
U.S Peroxide	\$ 2.35 per gal
Evogua Water Technologies	\$ 2.49 per gal
Univar USA	No Bid
Gulbrandsen Technologies	No Bid
CoreChem	No Bid
Seimens Water Technologies	No Response
American Development Corp.	No Response
Harcross Chemical	No Response
Industrial Chemicals	No Response
Allied Universal Corp.	No Response
Shannon Chemical Corp.	No Response
Taylor Chemical Group	No Response
Mosaic Crop Nutrition	No Response
Chemco Industries	No Response
Marubeni Specialty Chemicals	No Response
Premier Magnesia	No Response
Aulick Chemical Solution	No Response
Solenis	No Response
Hawkins	No Response
USALCO	No Response
Ulrich Chemical	No Response
Lucier Chemical	No Response
DPC Enterprises	No Response
DuBois Chemicals	No Response
PENNCO	No Response

Bid #4047 -- 50% Municipex Service Pipe

Core & Main	See Attached*	
Consolidated Pipe	See Attached	
Fortiline Waterworks	See Attached	
Ferguson Waterworks	See Attached	Local
G&C Supply	See Attached	
General Utilities Pipe & Supply	See Attached	
Hayes Pipe & Supply	See Attached	
Southern Pipe & Supply	See Attached	
Kenny Pipe & Supply	No Response	Local

CI Thornburg	No Response	
MaComb Pipe & Supply	No Response	Local
Volunteer Utility Sales	No Response	
Bar Environmental	No Response	
Chris George Sales	No Response	
Graybar Electric	No Response	
Indelco Plastic Corp.	No Response	
Smith Turf & Irrigation	No Response	
Utility Technologies	No Response	
Walter A Wood Supply	No Response	

Bid #4048 – Fire Service Meters

Southern Pipe & Supply	\$ 48,794.00*	
Core & Main	\$ 16,703.37**	
Neptune Technologies Group Inc.	No Response	
Sensus Metering Systems	No Response	
CI Thornburg	No Response	
Bar Environmental	No Response	
McLemore Water Meter Service	No Response	
Misco Industrial	No Response	
National Water Service	No Response	
Nova-Tech International	No Response	
Walter a Wood Supply	No Response	
Consolidated Pipe Supply	No Response	
Ferguson Enterprises	No Response	Local
Fortiline Waterworks	No Response	
HD Supply	No Response	
Kenny Pipe & Supply	No Response	Local
Meter Works of Tennessee	No Response	
Taylor Meter Technologies	No Response	
Volunteer Utility Sales	No Response	
Wholesale Supply Group	No Response	

** Did not meet specs.

Bid #4049 – Water Meters

Southern Pipe & Supply	\$ 472,670.75*
Core & Main	\$ 422,947.71**
Neptune Technologies Group Inc.	No Response
Sensus Metering Systems	No Response
CI Thornburg	No Response
Bar Environmental	No Response
Consolidated Pipe Supply	No Response
McLemore Water Meter Service	No Response
Misco Industrial	No Response
National Water Service	No Response
Nova-Tech International	No Response

Walter a Wood Supply	No Response	
Consolidated Pipe Supply	No Response	
Ferguson Enterprises	No Response	Local
Fortiline Waterworks	No Response	
HD Supply	No Response	
Kenny Pipe & Supply	No Response	Local
Meter Works of Tennessee	No Response	
Taylor Meter Technologies	No Response	
Volunteer Utility Sales	No Response	
Wholesale Supply Group	No Response	

** Did not meet specs.

Bid #4053 -- Bailey & Henry St. Gravity Sewer Replacement

Moore Construction	\$ 159,477.50*	Local
Scott & Ritter	\$ 167,020.00	
Meadows Contracting	\$ 196,705.00	
Byard Construction	\$ 229,495.00	Local
Parchman Construction	\$ 229,570.82	Local
Gaines Shearon Construction	No Response	
Gregory Construction	No Response	
I.T.S Maintenance	No Response	
Insituform Technologies	No Response	
Ling Pipeline & Utility	No Response	
Lee Company	No Response	Local
Morgan, Inc.	No Response	Local
Morris Wall Construction	No Response	Local
MRC Underground Utilities	No Response	
Smith Contractors	No Response	
Uretek USA, Inc.	No Response	
Dale Murphy Construction	No Response	
Portland Utilities Construction	No Response	
Xylem	No Response	

Bid #4055 -- North 2nd St. Bridge Natural Gas Main Replacement

Cleary Construction	\$ 662,100.00*	
King Pipeline	\$ 672,700.00	
Progressive Pipeline	\$ 987,506.00	
James Busch Construction	\$ 1,152,800.00	
Western Construction Inc.	\$ 1,845,047.00	
Morris Wall Construction	No Response	
Electricom	No Response	
Martin Contracting	No Response	
MBC Underground Utilities, LLC	No Response	
TJ Construction Inc.	No Response	
ITS Maintenance	No Response	
McCall Contracting	No Response	Local

R. Roese Contracting	No Response
Vanguard Utility Services	No Response
CD Steger Construction	No Response
Jack Shepherd Consultant	No Response
JS Ridenour Construction	No Response
Marbury Construction Co.	No Response

Bid #4056 – RB –Fire Hydrant 3&4 ft. Bury

Consolidated Pipe & Supply	\$ 137,350.00*	
Core& Main	\$ 154,300.00	
Utility Pipe & Supply	No Response	
CI Thornburg	No Response	
HD Supply Waterworks	No Response	
Ferguson Waterworks	No Response	Local
Century Fire Protection	No Response	
Chief Fire Protection	No Response	
General Utility Pipe & Supply	No Response	
Henry A Petter Supply	No Response	
Mid-South Emergency Equipment	No Response	
NAFECO	No Response	
Security Fire Protection	No Response	
Servant Fire Protection	No Response	
Southeast Fire	No Response	
TN Fire Equipment & Safety Supplies	No Response	
Walter A Wood Supply Co.	No Response	
American ERT	No Response	
Facility Services Management	No Response	
FSI Fire Safety	No Response	
Southern Pipe & Supply	No Response	
WW William	No Response	
Core & Main	No Response	

Bid #4057 – 23% Misc. Poly Gas Fittings

General Utilities Pipe & Supply	\$ 38,210.10*
Kerotest Manufacturing Corp.	\$ 5,948.00**
Consolidated Pipe & Supply	\$ 25,961.25**
G&C Supply	\$ 39,025.00**
CGS/ Chris George	\$ 44,093.50**
McJunkin Red Man	No Response
Arkema	No Response
Walter A Wood Supply Co.	No Response

** Did not bid all items.

Bid #4058 – Level Rat Submersible Transducers

Keller America Inc.	\$ 74,831.25*
GP: 50	\$ 107,352.00**
Van Brocklin & Associates	No Response
Smith & Loveless Inc.	No Response
Newrow & Associates	No Response
Southern Pipe & Supply	No Response
Southern Sales	No Response
CI Thornburg	No Response
Consolidated Pipe & Supply	No Response
Ferguson Enterprises	No Response
Guthrie Sales	No Response
Piping Supply Co / AMS Utility	No Response
Xylem Inc.	No Response
Bar Environmental	No Response
Johnstone Supply	No Response
Kracher Associates	No Response
Misco Industrial	No Response
Southeastern Automation	No Response
Walter A Wood Supply Co.	No Response

** Did not bid all items.

Bid #4059 – Cast Iron Valve Box Ext. Rings

G&C Supply	\$ 27,957.00*	
CI Thornburg Co.	\$ 29,643.00	
Southern Pipe & Supply	\$ 29,749.50	
Ferguson Enterprises	\$ 30,425.50	
General Utilities Pipe & Supply	\$ 41,555.00	
Consolidated Pipe & Supply	No Response	
Kenny Pipe & Supply	No Response	Local
Core & Main	No Response	
Fortiline Waterworks	No Response	
Meter Works of TN	No Response	
Piping Supply Co. / AMS Utility	No Response	
Volunteer Utility Sales, Inc.	No Response	
Wholesale Supply Group	No Response	
Bar Environmental	No Response	
M&M Mfg. Inc.	No Response	
Misco Industrial	No Response	
Rell Corporation	No Response	
Southern Cross	No Response	
MaComb Pipe & Supply	No Response	Local
Walter A Wood Supply Co.	No Response	

Bid #4060 – Brass Curb Stops & Assorted Brass Fittings & Preventers

Core & Main	\$ 254,580.80***	
IR-G	\$ 5,031.10**	
Ferguson	\$ 20,078.05**	
Kenny Pipe & Supply	\$ 22,448.45**	Local
Fortiline Waterworks	\$ 69,105.60**	
CI Thornburg	No Response	
G&C Supply	No Response	
MaComb Pipe & Supply	No Response	Local
Southern Pipe & Supply	No Response	
Hayes Pipe & Supply	No Response	
General Utility Pipe & Supply	No Response	
Park Supply Company	No Response	
Stenhouse Supply Company	No Response	
Walter A Wood Supply Co.	No Response	
Volunteer Utility Sales	No Response	
Wholesale Supply Group	No Response	

** Did not bid all items.

Bid #4062 – Diaphragm Meter

Equipment Controls Co.	\$ 91,335.20*
Bentley Co.	No Bid
Tri-State Meter & Regulator	No Response
Combustion & Controls	No Response
DM Services	No Response
Johnstone Supply	No Response
Sensus USA	No Response
Walter A Wood Supply Co.	No Response

Bid #4063 – Copper Water Meter Yokes w/Check Valve

Fortiline Waterworks	\$ 392,443.50*	
Southern Pipe & Supply	\$ 393,396.50	
Hayes Pipe & Supply	\$ 396,104.50	
Ferguson	\$ 401,725.02	
Kenny Pipe & Supply	\$ 425,889.25	Local
Consolidated Pipe & Supply	\$ 634,144.00	
G&C Supply	No Bid	
CI Thornburg	No Response	
General Utilities Pipe & Supply	No Response	
MaComb Pipe & Supply	No Response	Local
Volunteer Utility Sales	No Response	
ATECH	No Response	
Park Supply Co.	No Response	
Steinhouse Supply Co.	No Response	
Walter A Wood Supply Co.	No Response	

William Wholesale

No Response

Bid #4064-RB2-Dumpster Liners

SB Johnson Construction	\$ 23.83 ea.*
International Plastics	\$ 26.49 ea.
Extra Packaging	\$ 27.00 ea.
Sound Waste Containment	No Response
Calico Packaging	No Response
Bar Environmental	No Response
BT Supplies West	No Response
Henry A Petter Supply	No Response
Instuiform Technologies	No Response
Misco Industrials	No Response
Peoples Janitorial Supplies	No Response
Spring Clean	No Response

Bid #4065 – 23% Hydrofluosilic Acid

Univar	\$ 0.1780 per wet lb.*
Brenntag Mid-South Chemical	\$ 0.1850 per wet lb.
Industrial Chemical	\$ 0.195 per wet lb.
Specialty Chemical	\$ 0.2080 per wet lb.
PENCCO	No Bid
American Development Corp.	No Bid
Harcross Chemical	No Response
Ulrich Chemical	No Response
Lucier Chemical Industries	No Response
DPC Enterprises	No Response
Source Technologies	No Response
Kemira Water Solutions	No Response
US Peroxide	No Response
Siemens Industry	No Response
Chem Trade	No Response
Allied Universal Corp.	No Response
Shannon Chemical Corp.	No Response
Taylor Chemical Corp.	No Response
Mosaic Crop Nutrition	No Response
Chemco Industries	No Response
Gulbrandsen Technologies	No Response
CoreChem	No Response
Marubeni Specialty Chemical	No Response
Premier Magnesia	No Response
Aulick Chemical Solution	No Response
Solenis	No Response
Geo Specialty Chemical	No Response
Oxbow Activated Carbon	No Response
Hawkins	No Response
USALCO	No Response

Cedar Chem.	No Response
Evoqua Water Technologies	No Response
Misco Industrial	No Response
Brewer Chemical & Equipment	No Response
Brighton Enterprises	No Response
Ideal Chemical & Supply	No Response

Bid #4067 – Magnesium Hydroxide

Premier Magnesia	\$ 2.96 per gallon*
Garrison Minerals	\$ 2.85 per gallon**
Univar	No Bid
American Development	No Bid
Harcross Chemicals	No Response
Brenntag Mid-South	No Response
Source Technologies	No Response
Kemira Water Solutions	No Response
Industrial Chemicals	No Response
US Peroxide	No Response
Siemens Industry	No Response
Chem Trade	No Response
Allied Universal Corp.	No Response
Shannon Chemical Group	No Response
Taylor Chemical Corp.	No Response
Mosaic Crop Nutrition	No Response
Chemco Industries	No Response
Gulbrandsen Technologies	No Response
Core Chem	No Response
Marubeni Specialty Chemicals	No Response
Aulick Chemicals Solutions	No Response
Solenis	No Response
Vertex Chemical Solutions	No Response
GEO Specialty Chemical	No Response
Oxbow Activated Carbon	No Response
Hawkins Inc.	No Response
USALCO	No Response
Evoqua Water Technologies	No Response
MISCO Industrial	No Response
Specialty Chemical Co.	No Response
Brewer Chemical & Equipment	No Response
Chattachem	No Response
Lebanon Chemical Co.	No Response

** Did not meet specs.

Bid #4084 – Pipe & Fernco Fittings, Hydraulic Cement, Saddles & Gasketed Tee's

Fortiline Waterworks	\$ 75,120.96*
Ferguson Enterprises	\$ 53,150.67**

Core & Main	\$ 73,225.95**	
Consolidated Pipe & Supply	\$ 77,990.65	
G&C Supply	No Bid	
Kenny Pipe & Supply	No Response	Local
CI Thornburg	No Response	
Hayse Pipe & Supply	No Response	
General Utilities Pipe & Supply	No Response	
Southern Pipe & Supply	No Response	
M&M Mfg. Inc.	No Response	
Misco Industrial	No Response	
Nashville Rubber & Gaskets Co.	No Response	
MaComb Pipe & Supply	No Response	Local
Walter A Wood Supply Co.	No Response	
Southern Sales Co.	No Response	
Volunteer Utility Sales	No Response	

** Did not bid all items.

*Department Recommendation



Clarksville Gas & Water Department

March 3, 2020

Clarksville Water-Wastewater Pump /Motor Maintenance Services

Attn: Purchasing Department

Copy: Charles Ballentine, Cumberland Machine Company-Pump Department Mngr.

Dear Sir:

Thank you for the opportunity to provide service to the City of Clarksville.

Cumberland Machine Company is offering to work in areas Wastewater Pump /Motor Maintenance for Clarksville Gas & Water Department as outlined in the "Request for Proposals" (#4024-P). Please feel free to review the overview of our work and capabilities, and contact us if we may answer any questions.

We are submitting our standard rates and conditions below.

Our standard rates and conditions are as follows:

- Standard work hours are 6:00am – 2:30pm M-F
- Standard Hourly Rate.....\$79 hr
- Overtime Rate.....\$118.50 hr
- Material.....cost + 15%
- Equipment Rentals.....cost + 10%
- Crane Service (greater than 15ton).....cost + 10%
- Our 15ton boom truck, operated.....\$95 hr
- Subcontracted work will be % vs. size and will not exceed 15%
- Service Truck is included in our hourly rate.
- Fuel is included in our hourly rate.
- There is no storage fee (warehousing or parts waiting)
- There are no "minimum hours" per job (exception is crane or equipment rental with minimums which will be added at cost+10%).
- All Cumberland Machine Company – Pump Department employees have passed a TBI background check.
- Southwest Electric Company has partnered with Cumberland Machine Company to provide electrical service & motor work. All work is performed to UL approval for repairs of explosion proof motors (UL Follow-up Service Inspection Report attached). This Subcontracted work will be marked up 10%.

Cumberland Machine Company appreciates the opportunity to provide service and support to Clarksville Gas & Water Department. We look forward to assuring your success and progress in the water industry. Please call if we can assist you, and we look forward to meeting you.

Sincerely,

Jack Woerner Jr.

Associate of Mechanical Engineering

Cumberland Machine Company

1305 Fourth Avenue North

Nashville, TN 37208

615-454-4661 Office

615-533-9208 cell&text

jwoerner@cumberlandmachine.com

JOHN BOUCHARD & SONS CO.

CONSTRUCTION SERVICES DIVISION
MECHANICAL CONTRACTING
BOUCHARD FIRE PROTECTION
ELECTRICAL CONTRACTING

INDUSTRIAL DISTRIBUTION DIVISION
PUMPING SYSTEMS
AIR COMPRESSORS
INDUSTRIAL SALES

MACHINE SERVICES DIVISION
REPAIR / FABRICATION / SHOP SERVICES



Since 1900

FOUNDRY DIVISION
IRON CONSTRUCTION CASTINGS

City of Clarksville 2020 Bid# 4024-P Water-Wastewater Pump / Motor Maintenance Services

Budget & Estimated Pricing

Percentage of markup on materials: 10%

Labor Cost per hr. in House Repair
Normal Business Hours (M-F 6:00am – 5:00pm) \$78.00

Labor Cost Per hr. Field Service Tech
Normal Business Hours (M-F 6:00am – 5:00pm) \$105.00

Labor Cost per hr. per employee
After Hours (M-F 5:01pm-5: 59am) \$130.00

Balance & Calibration of motors and pumps \$75.00
Per hr. * Note JBS uses an IRD Balancing Machine
With updated software that exceeds the Schenke
Treble's Capability.



Labor Rate Summary

In-House Services Services including but not limited to: electromechanical equipment repair, testing, and machining services performed in our shop.

Regular Time	\$ 65.00 / hr
Rush	\$ 97.50 / hr
Holiday	\$ 162.50 / hr

Note: Above price does not include materials related to in-house services. Materials associated with said projects are figured on a cost plus % basis.

Engineering Services Services including but not limited to both in-house and on-site engineering consultation, trouble shooting, and design.

Regular Time	\$ 145.00 / hr	Travel Time (Regular)	\$ 88.00 / hr
Rush	\$ 217.50 / hr	Travel Time (OT / Rush)	\$132.00 / hr
Holiday	\$ 362.50 / hr	Travel Time (Holiday)	\$220.00 / hr

Field Services Hibbs ElectroMechanical, Inc. divides Field Services into two (2) categories.

Category I includes but is not limited to: laser alignment, vibration analysis, thermal imaging, specialized electrical testing, or specialized mechanical analysis.

Category II includes but is not limited to: normal field electrical testing or repair, normal field mechanical inspection or repair, field rewinding, and installation and removal of equipment.

Travel time is the same for both categories.

Category I		Category II	
Scheduled Services	\$ 98.00 / hr	Scheduled Services	\$ 76.00 / hr
Rush	\$ 147.00 / hr	Rush	\$ 114.00 / hr
Holiday	\$ 245.00 / hr	Holiday	\$ 190.00 / hr
Travel Time (Regular)		\$ 65.00 / hr	
Travel Time (OT / Rush)		\$ 97.50 / hr	
Travel Time (Holiday)		\$162.50 / hr	

Wait Time All wait time will be charged the overtime or holiday rate for the applicable category.

Note: All field services have a three (3) hour minimum charge.

Explanation of Terminology Associated with Labor Rates

Regular Time has a standard turnaround time of 10 - 14 working days for normal repair or services. Exclusion of normal repair or services can include but is not limited to excessively damaged equipment, scheduling conflicts due to equipment availability, or weather related circumstances.

Scheduled Services require five (5) working days notice for *normal* repair or services unless otherwise contractually negotiated. Exclusion of normal repair or services can include but is not limited to excessively damaged equipment, scheduling conflicts due to equipment availability, or weather related circumstances.

Rush includes but is not limited to work on which a customer has requested a turnaround time that is less than the standard allowed by the regular time and scheduled services definitions of Hibbs ElectroMechanical, Inc. or due to a customer request that must be put in front of other regularly scheduled work.

Holiday applies to any services performed on a Holiday at the customer's request.

Travel Time encompasses all labor related expenses to and from any job site associated with field services. This includes but is not limited to: Hibbs' vehicle, mileage, mobilization of normal necessary tools, testing equipment and driver / technician associated with service(s). Travel time does not include airfare, lodging, meals, equipment rental, miscellaneous materials, subcontracted services, or other travel related expenses which will be detailed and billed in addition to labor rates when applicable.

Wait Time is defined as any time that our work is interrupted, delayed, or stopped due to any circumstances or procedures that are the customer's responsibility and have not been included in the work scope or quotation.

Note: Customer is responsible for the identification of work subject to Prevailing Wage guidelines; Hibbs will provide Prevailing Wage Labor Rates upon notice.

PERFORMANCE DRIVEN POWERFUL RESULTS

BID PRICE:Cored main
4047

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>0.73</u>
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>0.73</u>
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>0.73</u>
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.10</u>
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.10</u>
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.10</u>
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>6.84</u>
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>6.84</u>
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>6.84</u>
<u>4000</u>	<u>¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Municipex Pipe</u>	\$ <u>2.60</u>
<u>2000</u>	<u>1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Municipex Pipe</u>	\$ <u>2.75</u>
<u>100</u>	<u>2" Mueller Brand Stainless Steel Insert Stiffeners for Municipex Pipe</u>	\$ <u>9.45</u>

List Any Exceptions*:

*Exceptions may constitute nullification of Vendor's bid.

CONSOLIDATED PIPE

4847

BID PRICE:

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$.95'
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$.95'
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$.95'
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ 1.40'
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ 1.40'
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ 1.40'
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ 8.80'
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ 8.80'
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ 8.80'
<u>4000</u>	<u>¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Municipex Pipe</u>	\$ 1.90 ea
<u>2000</u>	<u>1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Municipex Pipe</u>	\$ 2.10 ea
<u>100</u>	<u>2" Mueller Brand Stainless Steel Insert Stiffeners for Municipex Pipe</u>	\$ 6.95 ea

List Any Exceptions*:

*Exceptions may constitute nullification of Vendor's bid.

Fortiline

BID PRICE:

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>.92</u>
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>.92</u>
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>.92</u>
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.38</u>
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.38</u>
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.38</u>
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>8.58</u>
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>8.58</u>
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>8.58</u>
4000	¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Municipex Pipe	\$ <u>1.86</u>
2000	1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Municipex Pipe	\$ <u>1.99</u>
100	2" Mueller Brand Stainless Steel Insert Stiffeners for Municipex Pipe	\$ <u>6.78</u>

List Any Exceptions*:

*Exceptions may constitute nullification of Vendor's bid.

Ferguson Water Works
4047

BID PRICE:

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>.90</u>
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>.90</u>
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>.90</u>
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.35</u>
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.35</u>
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.35</u>
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>8.40</u>
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>8.40</u>
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>8.40</u>
4000	<u>¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Muncipex Pipe</u>	\$ <u>—</u>
2000	<u>1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Muncipex Pipe</u>	\$ <u>—</u>
100	<u>2" Mueller Brand Stainless Steel Insert Stiffeners for Muncipex Pipe</u>	\$ <u>—</u>

List Any Exceptions*:

*Exceptions may constitute nullification of Vendor's bid.

GAC Supply
4047

BID PRICE:

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>.68</u>
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>.68</u>
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>.68</u>
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.02</u>
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.02</u>
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.02</u>
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>6.10</u>
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>6.10</u>
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>6.10</u>
4000	<u>¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Municipex Pipe</u>	\$ <u>1.44</u>
2000	<u>1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Municipex Pipe</u>	\$ <u>1.53</u>
100	<u>2" Mueller Brand Stainless Steel Insert Stiffeners for Municipex Pipe</u>	\$ <u>2.10</u>

List Any Exceptions*:

Ford Meter Box brand Inserts

*Exceptions may constitute nullification of Vendor's bid.

General Utility Piped
Supply
4047

BID PRICE:

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>.90</u>
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>.90</u>
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>.90</u>
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.35</u>
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.35</u>
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.35</u>
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>8.40</u>
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>8.40</u>
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>8.40</u>
<u>4000</u>	<u>¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Municipex Pipe</u>	\$ <u>1.54</u>
<u>2000</u>	<u>1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Municipex Pipe</u>	\$ <u>1.63</u>
<u>100</u>	<u>2" Mueller Brand Stainless Steel Insert Stiffeners for Municipex Pipe</u>	\$ <u>2.24</u>

List Any Exceptions*:

*Exceptions may constitute nullification of Vendor's bid.

Hayes Pipe Supply
4047

BID PRICE:

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.00</u>
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.00</u>
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.00</u>
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.50</u>
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.50</u>
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.50</u>
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>9.65</u>
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>9.65</u>
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>9.65</u>
<u>4000</u>	<u>¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Muncipex Pipe</u>	\$ <u>2.25</u>
<u>2000</u>	<u>1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Muncipex Pipe</u>	\$ <u>3.25</u>
<u>100</u>	<u>2" Mueller Brand Stainless Steel Insert Stiffeners for Muncipex Pipe</u>	\$ <u>4.25</u>

List Any Exceptions*:

*Exceptions may constitute nullification of Vendor's bid.

Southern Pipe & Supply
4047

BID PRICE:

ITEM/QTY	DESCRIPTION	COST PER FOOT
¾ in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>.91</u>
¾ in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>.91</u>
¾ in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>.91</u>
1 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>1.36</u>
1 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>1.36</u>
1 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>1.36</u>
2 in. 100 ft. coil (30.5m)	MUNICIPEX® Pipe	\$ <u>8.41</u>
2 in. 300 ft. coil (91.4 m)	MUNICIPEX® Pipe	\$ <u>8.41</u>
2 in. 500 ft. coil (152.4 M)	MUNICIPEX® Pipe	\$ <u>8.41</u>
<u>4000</u>	<u>¾" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners for Municipex Pipe</u>	\$ <u>1.46</u>
<u>2000</u>	<u>1" Mueller Brand Stainless Steel NSF-61 Certification Insert Stiffeners Inserts for Municipex Pipe</u>	\$ <u>1.54</u>
<u>100</u>	<u>2" Mueller Brand Stainless Steel Insert Stiffeners for Municipex Pipe</u>	\$ <u>2.12</u>

List Any Exceptions*:

* Quoted For Inserts *

*Exceptions may constitute nullification of Vendor's bid.

REQUEST FOR PROFESSIONAL SERVICE

I. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	New North Service Center Renovations – Services include architectural design required for renovations at CGW's new North Service Center location. It is anticipated that the various renovations will include new paint, carpet, windows, kitchen and CCTV system. The architect will provide design services, bid documents and limited bid phase and renovation phase assistance. Contract Term: It is anticipated that renovation project design, bid and construction will be completed within 12 months
NAME OF FIRM:	Lyle • Cook • Martin Architects, Inc. (LCMA) 310 Franklin Street, Clarksville, TN 37040
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	The firm is a local, professional firm that provides a broad range of architectural services and is readily available to assist the City. It is the largest architectural firm in Clarksville with four professional architects plus support staff members, however, small enough to maintain personal hands-on service. LCMA's combined talents and unique differences allow the firm to offer greater diversity to its clients while being flexible. LCMA prides itself in not offering a specific style or product but instead believe that a building's appearance must respond to its particular use, location and client's desire. LCMA offers the expertise of seasoned, licensed professional architects; its principals and upper management staff possess over 75 years of hands-on project experience. Direct principal involvement in all phases of project development insures the client that the full value of knowledge and experience available is being applied on its project. LCMA strives to provide its clients with the physical manifestation of its needs and desires through a collaborative effort that involves all parties in the decision making process. LCMA is dedicated to a project delivery system that embodies the principles of rigid budget, schedule and quality control, and continues to integrate the latest developments in computer-aided drafting and other information enhancing technologies.
YEARS OF EXPERIENCE:	36 Years (originally founded in 1983)
SIMILAR PROJECTS PERFORMED FOR THE CITY:	• CDE Lightband Phase III Renovations & Additions • CDE Lightband Phase II - SCADA & Drive-Thru • CDE Lightband Phase I - Office Renovation
SIMILAR PROJECTS PERFORMED ELSEWHERE:	• Montgomery County Historic Courthouse, Clarksville, TN – Restoration of tornado-damage (1999-2002) • Lone Oak First Baptist Church, Paducah, KY – Renovations and Additions (2009) • Cumberland Presbyterian Church, Clarksville, TN – Redevelopment and Upgrades • Advancement Office @ APSU - Renovation of former Jenkins & Wynne Bldg. • Bookstore @ APSU - Renovation of former Jenkins & Wynne Bldg. • Military Family Resource Center @ APSU - Renovation of former Jenkins & Wynne Bldg.

REQUEST FOR PROFESSIONAL SERVICE

New North Service Center Renovations

Lyle • Cook • Martin Architects, Inc.

Page 2

	• County Clerk's Office Renovation @ Veteran's Plaza • County IT Office Renovation @ Veteran's Plaza
OTHER QUALIFICATIONS:	LCMA purposely does not specialize in any particular building or project type as it feels that a broad base of experience on both large and small projects in multiple architectural types helps to keep LCMA's technical skills and delivery procedures well-honed while developing certain specialized skills and expertise in the areas of building renovation, reroofing and building envelope failures. This experience contributes to the technical correctness of new projects.
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Mark Riggins Garth Branch, PE
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Clarksville Gas & Water Department


 SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY
 DEPT. OR HIS/HER DESIGNEE

8/15/19
 DATE

SIGNATURES OF OTHERS INVOLVED IN SELECTION

08-14-2019
 DATE


 SIGNATURE OF PURCHASING DIRECTOR

8-19-19
 DATE

2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ 40,000.00
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Acknowledgement of cost estimate received:


 SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

05-22-2020
 DATE


 SIGNATURE OF PURCHASING DIRECTOR

5-28-20
 DATE


 SIGNATURE OF CHIEF FINANCIAL OFFICER

5/26/2020
 DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	Miscellaneous Professional Services – D2 Energy will provide miscellaneous advisory and consulting services in support of capital improvement projects and operations as needed. Work is anticipated to be issued in the form of individual work orders on a case-by-case basis. Requests for cost proposals will be initiated by the City. Consultant's proposals will be reviewed and, only if accepted by the City, Consultant will be authorized to proceed with that work. Contract Term: One year with two one-year renewals upon mutual agreement.
NAME OF FIRM:	D2 Energy, LLC 1818 Memorial Drive, Clarksville, TN 37043
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	D2 Energy's extensive advisory and consulting services experience includes Operator Qualification experience, natural gas management experience, pipeline management experience, as well as the skills or partnership arrangements to complete 100% of the needs of a gas department. D2 Energy's staff comprises professional persons, including a licensed engineer, who are held to high ethical standards. D2 Energy has demonstrated and is recognized for its competence and integrity in the gas industry. In addition to utility board member and legislator experience, D2 employee natural gas qualifications include: • Management experience including administrative management • Administration, system management and updating gas plans • Teaching, training and field evaluating large number of Operator Qualification tasks, including construction observation • Operator Qualification proctoring and evaluating • Accounting, rate studies and pre-pay arrangements • Environmental, health and safety experience • Maintaining of O & M Manuals, Public Awareness Programs, Emergency Response Manuals • Field experience D2 Energy's employees maintain integrity as a fundamental value where employees demonstrate sound, moral and ethical principles. D2 Energy prides itself that employees share their values with co-workers and customers. One of D2 Energy's mottos is to do the right thing in all circumstances. D2 Energy takes pride in its reputation to keep its commitments, stay focused, be honest, take responsibility and respect one another and try to communicate that with civility. One of D2 Energy's employees, Mr. Mark Smith, retired police chief, has taught integrity classes to municipalities across middle and West Tennessee, has certifications from TBI and FBI, and has served as adjunct professor at APSU.
YEARS OF EXPERIENCE:	D2 Energy was established in 2002 – D2's team has 200+ years of combined experience.
SIMILAR PROJECTS PERFORMED FOR THE CITY:	• Todd County, KY Natural Gas Line • In addition, Dwight Luton has completed many projects during his 12-year tenure as Utility Director

REQUEST FOR PROFESSIONAL SERVICE

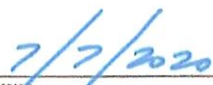
Misc. Professional Services

D2 Energy, LLC

Page 2

SIMILAR PROJECTS PERFORMED ELSEWHERE:	D2 Energy has worked with more than 20 natural gas utilities with hundreds of millions of dollars of revenue, assisting them in all aspects of natural gas operations. D2 Energy has assisted four systems in either managing or obtaining a redundant pipeline source.
OTHER QUALIFICATIONS:	D2 Energy's services include: • Utility Consulting • Natural Gas Supply Purchases • Rate and Cost of Service Studies • Natural Gas Plans • Manage gas system Industrial customers • Natural Gas Prepays • O & M Services • Gas Hedge Information • Renewable Energy • Risk Management Plans • Construction Observation and Administration • Project Management • Operator Qualification train, test and evaluator • Pipeline nominating, scheduling, balancing and management of supply • Utility Board/City Council Training (State mandated) • Manager/Supervisor Training Academy
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Mark Riggins Stephanie Howell, PE
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Clarksville Gas & Water Department


SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY
DEPT. OR HIS/HER DESIGNEE


DATE


SIGNATURES OF OTHERS INVOLVED IN SELECTION


DATE


SIGNATURE OF PURCHASING DIRECTOR


DATE

REQUEST FOR PROFESSIONAL SERVICE

Misc. Professional Services

D2 Energy, LLC

Page 3

2. **COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.**

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ 25,000.00
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Acknowledgement of cost estimate received:

Stephanie Howell 07/23/2020
SIGNATURE OF DEPARTMENT HEAD/DESIGNEE DATE

Carmie Thomas 7.23.20
SIGNATURE OF PURCHASING DIRECTOR DATE

[Signature] 7/23/2020
SIGNATURE OF CHIEF FINANCIAL OFFICER DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	Miscellaneous Engineering Services in support of capital improvement projects and operations as needed. Work is anticipated to be issued in the form of individual work orders on a case-by-case basis. Requests for a cost proposal will be initiated by the City. Consultant's proposal will be reviewed and, only if accepted by the City, Consultant will be authorized to proceed with that work. Contract Term: One year with two one-year renewals upon mutual agreement.
NAME OF FIRM:	TTL, Inc. (acquired DBS and Associates Engineering as of 1/1/2020, PO Box 949, Clarksville, TN 37041-0949)
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	TTL provides technical and professional consulting services throughout the United States. TTL recently acquired DBS, a local multi-disciplinary engineering and surveying firm, whose staff is familiar with the City's utility infrastructure. DBS has performed the survey for this project and will be providing the civil site design. DBS has satisfactorily performed on previous projects.
YEARS OF EXPERIENCE:	56 Years (since 1964)
SIMILAR PROJECTS PERFORMED FOR THE CITY:	DBS (recently acquired by TTL) and TTL performed services for the City associated with the following projects: • Downtown Utility Relocation associated with MPEC • Relocation of Utilities for the City of Clarksville Street Department's Road Widening and Realignment of Rossview Road • Trough Springs Forcemain Sewer • Edmondson Ferry Road Utility Relocation • TDOT Utility Relocation – Hankook Tire • 41-A Utility Crossings • Oak Street Area Sewer System Improvements • Bellamy Lane Lift Station and Force Main • College Street Combined Sewer Replacement • Hemlock Semiconductor Corp. (Sewer) • New Providence Water Main Improvements • Bristol Park Lift Station • Hazelwood Lift Station Pump Replacement/Upgrade • Industrial Park Force Main • Misc. Engineering Services
SIMILAR PROJECTS PERFORMED ELSEWHERE:	DBS (recently acquired by TTL) provided services associated with the following projects: • LG Electronics USA Gas, Water and Sewer Extensions - Industrial Development Board (2018) • LG Pantos Water and Gas Extensions - LG Pantos (2020) • CMCCBP South Commercial Lots Sewer Extension – Industrial Development Board (2017) • Civitan Park Water and Sewer Line Extensions- Montgomery County (2016) • Winn Way Public Water and Sewer Extensions - Sullivan Wickley (2018) • EMS Admin Sewer Extension - Montgomery County (2017) • Airgas (HSC) Utilities - Hemlock Semi-Conductor • Hankook Tire Utilities –Industrial Development Board • Chesterfield to I-40 Utility Extension – Private – Metro Nashville Utilities • Wedgewood Ave Utility Extension – Private – Metro Nashville Utilities • Charlotte Ave Utility Extension – Private – Metro Nashville Utilities

REQUEST FOR PROFESSIONAL SERVICE

Miscellaneous Engineering Services

TTL, Inc.

Page 2

	• Subdivision Utilities: - o The Woodlands- Ft. Campbell- Actus - o Winterset Farms - Private - o Stonehurst - Private - o Franklin Meadows - Private - o Copperstone - Holly Point 2019 - o Summerfield - Holly Point 2019 - o Gratton Estates - Bill Mace Homes 2019 - o Timbersprings - Mainstreet Investments 2019
OTHER QUALIFICATIONS:	DBS, which was acquired by TTL as of 1/1/2020, has extensive knowledge and experience working with municipalities of all sizes and offers design of water and sewer infrastructure to planning and design documents for grading, drainage and utilities. DBS has completed numerous transportation, industrial, commercial, utility, and residential projects throughout the southeast region.
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Garth Branch, PE Tom Heath, PE
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Clarksville Gas & Water Department

SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE

07-22-2020

DATE

SIGNATURES OF OTHERS INVOLVED IN SELECTION

7/22/2020

DATE

SIGNATURE OF PURCHASING DIRECTOR

7-23-20

DATE

2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):

\$ 50,000.00

Acknowledgement of cost estimate received:

SIGNATURE OF DEPARTMENT HEAD/DESIGNER

07-23-2020

DATE

SIGNATURE OF PURCHASING DIRECTOR

7-24-20

DATE

SIGNATURE OF CHIEF FINANCIAL OFFICER

7/24/2020

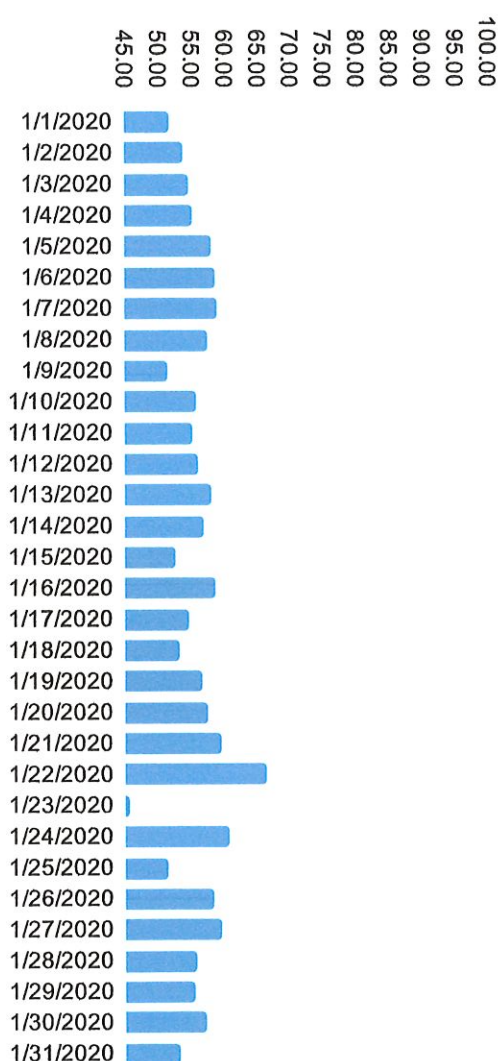
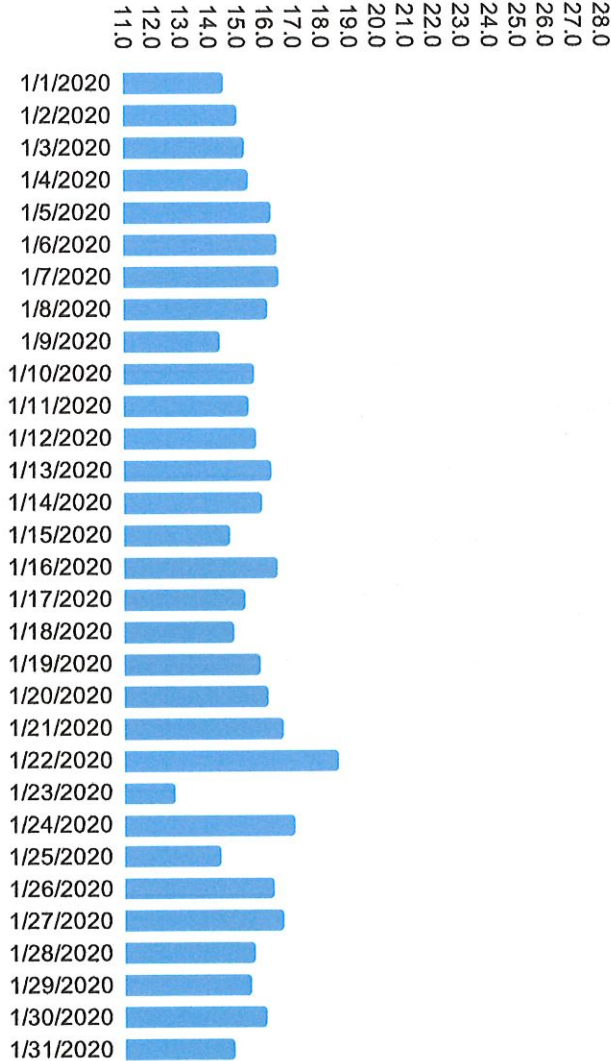
DATE

Monthly Activity Summary July 2020

- Assessment Areas (as of 8/17/2020):
 - Hazelwood: cost \$2,727,241 / paid \$1,943,750.03 / remaining \$783,490.97
 - Oakland: cost \$881,876 / paid \$268,950 / remaining \$612,926
- Gas System distributed 197 million cubic feet and averaged 6.3 million cubic feet per day. That represents approximately 9.6 percent of the system's capacity.
- Water Plant pumped 590 million gallons of treated water into the system and averaged 19 million gallons per day. That represents approximately 67 percent of the plant's capacity.
- Wastewater Plant treated 414 million gallons of sewage and averaged 13.3 million gallons per day. That represents approximately 53 percent of the plant's capacity.
- The call center handled 14,533 calls and averaged 468 per day. Each call lasted an average of 3 minutes and 02 seconds.
- Service Department completed 5,771 work orders and responded to 287 after hour calls.
- Gas Division installed 36 new services totaling 3,554 feet of pipe and responded to 36 natural gas odor calls.
- Water Division repaired 43 water leaks totaling 764 feet of pipe, flushed 375 hydrants, and tested 912 backflow devices.
- Sewer Division made 34 point repairs totaling 967 feet of pipe, cleaned 34,148 feet of pipe, and reported 16 sewer overflows.
- Engineering Department approved 14 utility plans this month and currently has 27 on-going projects.
- Billing Department read 102,356 meters and sent a total of 96,099 bills and notices.

DATE	TOTALS IN MGD	DATE	% of Total Capacity Based on 28 MGD
1/1/2020	14.5	1/1/2020	51.79
1/2/2020	15.0	1/2/2020	53.57
1/3/2020	15.3	1/3/2020	54.64
1/4/2020	15.4	1/4/2020	55.00
1/5/2020	16.2	1/5/2020	57.86
1/6/2020	16.4	1/6/2020	58.57
1/7/2020	16.5	1/7/2020	58.93
1/8/2020	16.1	1/8/2020	57.50
1/9/2020	14.4	1/9/2020	51.43
1/10/2020	15.6	1/10/2020	55.71
1/11/2020	15.4	1/11/2020	55.00
1/12/2020	15.7	1/12/2020	56.07
1/13/2020	16.2	1/13/2020	57.86
1/14/2020	15.9	1/14/2020	56.79
1/15/2020	14.7	1/15/2020	52.50
1/16/2020	16.4	1/16/2020	58.57
1/17/2020	15.3	1/17/2020	54.64
1/18/2020	14.9	1/18/2020	53.21
1/19/2020	15.8	1/19/2020	56.43
1/20/2020	16.1	1/20/2020	57.50
1/21/2020	16.6	1/21/2020	59.29
1/22/2020	18.6	1/22/2020	66.43
1/23/2020	12.8	1/23/2020	45.71
1/24/2020	17.0	1/24/2020	60.71
1/25/2020	14.4	1/25/2020	51.43
1/26/2020	16.3	1/26/2020	58.21
1/27/2020	16.6	1/27/2020	59.29
1/28/2020	15.6	1/28/2020	55.71
1/29/2020	15.5	1/29/2020	55.36
1/30/2020	16.0	1/30/2020	57.14
1/31/2020	14.9	1/31/2020	53.21

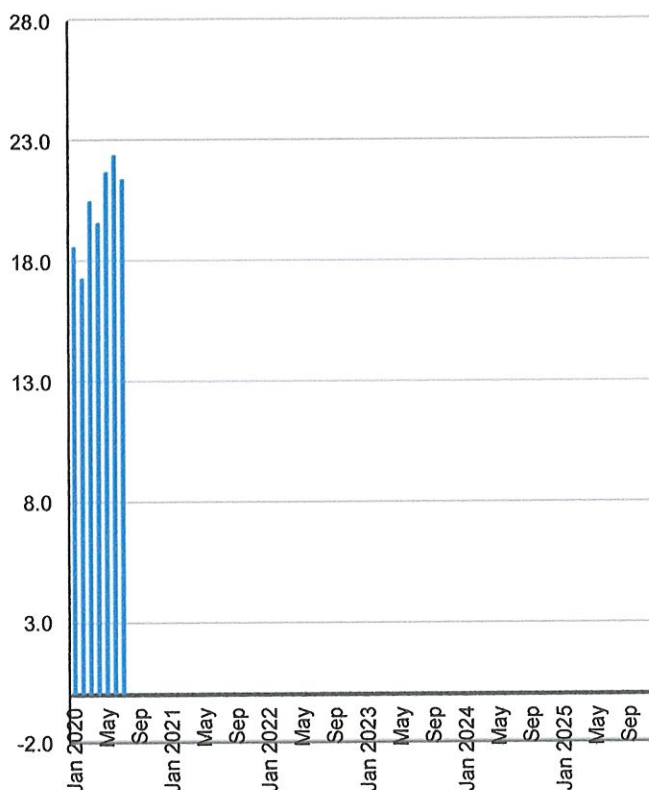
Daily Finished Totals MGD



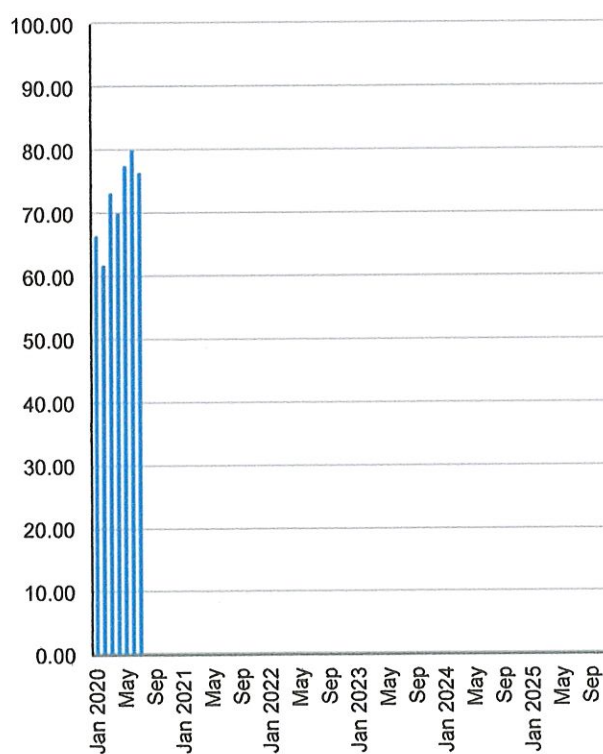
Monthly
total 486.1

Date	Amt	Date	% of Capacity
Jan 2020	18.6	Jan 2020	66.43
Feb	17.3	Feb	61.79
Mar	20.5	Mar	73.21
Apr	19.6	Apr	70.00
May	21.7	May	77.50
Jun	22.4	Jun	80.00
Jul	21.4	Jul	76.43
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2021		Jan 2021	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2022		Jan 2022	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2023		Jan 2023	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2024		Jan 2024	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2025		Jan 2025	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00

Clarksville Maximum Daily Pumpage

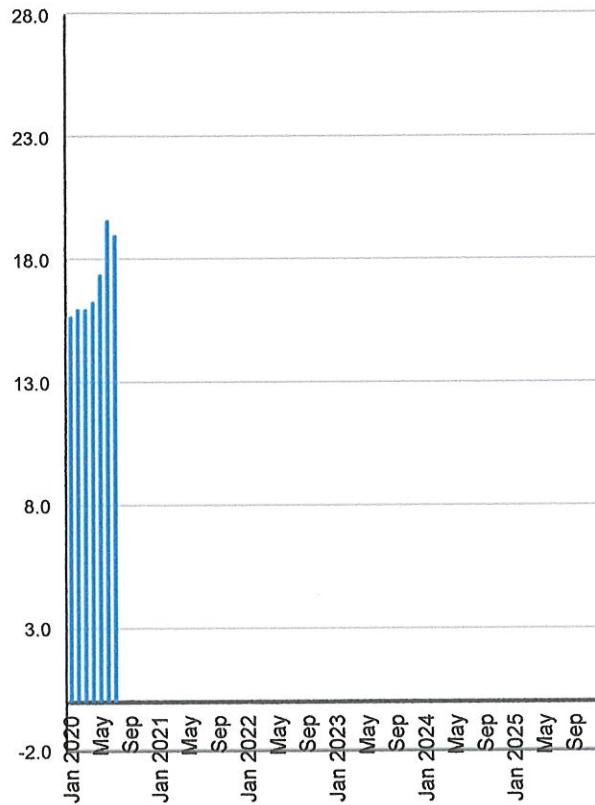


% of Capacity Based on 28 MGD

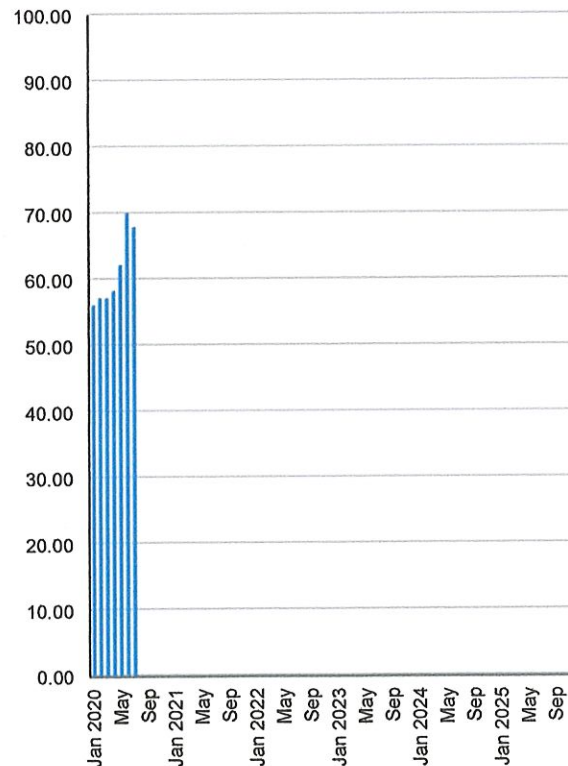


Date	Amt	Date	% of Capacity
Jan 2020	15.7	Jan 2020	56.07
Feb	16.0	Feb	57.14
Mar	16.0	Mar	57.14
Apr	16.3	Apr	58.21
May	17.4	May	62.14
Jun	19.6	Jun	70.00
Jul	19.0	Jul	67.86
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2021		Jan 2021	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2022		Jan 2022	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2023		Jan 2023	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2024		Jan 2024	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00
Jan 2025		Jan 2025	0.00
Feb		Feb	0.00
Mar		Mar	0.00
Apr		Apr	0.00
May		May	0.00
Jun		Jun	0.00
Jul		Jul	0.00
Aug		Aug	0.00
Sep		Sep	0.00
Oct		Oct	0.00
Nov		Nov	0.00
Dec		Dec	0.00

Clarksville Average Monthly Pumpage



% of Capacity Based on 28 MGD



FINISHED WATER PUMPAGE TOTALS

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Jan.Total	447498	439351	442038	486007	472836	460298	471709	542638	506802	487760
Aver.	14435	14173	14259	15678	15253	14848	15216	17504	16348	15734
Max	16217	16208	17032	18977	18841	17349	19091	19678	19667	18650
Min	12888	12075	12695	11548	13616	12928	14348	14683	13896	12889
Feb.Total	400455	406621	400164	424980	431331	420563	418523	450030	467133	464620
Aver.	14302	14021	14292	15178	15405	14502	14947	16073	16683	16021
Max	16869	16385	17101	17883	17659	15791	16453	19679	19919	17301
Min	12725	12006	10627	12956	13342	13145	13507	14057	13710	14832
Mar.Total	433918	458407	443135	454724	459349	442712	462775	488427	499251	498790
Aver.	13997	14787	14295	14669	14818	14281	14928	15756	16105	16090
Max	15903	20748	16323	16316	16565	15992	17089	17592	17367	20582
Min	11697	10971	12758	12448	13381	12822	13894	14516	14929	13982
Apr. Total	438167	472623	428845	442935	433816	447902	479548	471571	495905	491542
Aver.	14606	15754	14295	14765	14461	14930	15985	15719	16530	16385
Max	17045	19906	16049	17251	15936	16785	19424	17634	19477	19679
Min	12287	13825	12472	13031	12702	12521	14464	13683	14140	13942
May Total	479606	518962	469221	494881	502787	484014	508673	535251	550304	541075
Aver.	15471	16741	15136	15964	16219	15613	16409	17266	17752	17454
Max	18497	20470	17712	19461	18671	19413	19500	20201	21385	21754
Min	12293	12189	12710	13064	14687	13917	13724	14348	14204	15033
Jun. Total	516150	568593	484809	500530	505360	536245	525289	554301	539759	588876
Aver.	17205	18953	16160	16684	16846	17875	17510	18477	17992	19629
Max	21276	24850	18416	20717	19306	20660	24870	21444	21454	22442
Min	14264	13858	13442	14133	14050	15630	14988	15308	14700	16334
Jul. Total	565235	543355	503624	572496	544235	519632	571991	583935	569783	590407
Aver.	18233	17528	16246	18468	17556	16762	19451	18837	18380	19045
Max	20922	21568	19079	21348	21555	19407	21680	22472	21198	21487
Min	15895	14232	12996	14926	14673	14985	15287	13853	16212	15643
Aug.Total	582647	530106	501432	559563	547126	529644	566204	595380	584399	
Aver.	18795	17100	16175	18050	17649	17085	18265	19206	18852	
Max	20941	19035	20145	21121	20033	19451	22100	22024	21852	
Min	16508	15105	14013	13566	14503	14785	15658	15318	15235	
Sep.Total	476653	465948	494484	527302	508650	532147	530559	569190	605709	
Aver.	15888	15532	16483	17577	16955	17738	17685	18973	20190	
Max	20613	17889	17993	21379	19573	21501	19637	22112	23540	
Min	13447	12729	14365	14851	14245	16104	15576	16342	17485	
Oct. Total	485550	453395	482230	484925	471463	547410	533123	561681	560395	
Aver.	15663	14626	15556	15643	15208	17658	17198	18119	18077	
Max	17406	16734	18514	18115	16803	20503	19507	20803	21149	
Min	13205	12269	12424	13993	13337	15408	14485	15333	14001	
Nov.Total	434396	442808	442786	443208	427852	501075	490630	496859	506448	
Aver.	14480	14760	14760	14774	14262	16703	16354	16562	16882	
Max	15965	17735	16254	16718	15879	19499	18381	19630	19775	
Min	12780	12435	13360	13207	12336	13700	13825	14615	14275	
Dec.Total	438600	431342	463552	453064	442384	475697	497194	504637	492948	
Aver.	14148	13914	14953	14615	14270	15345	16039	16279	15902	
Max	16409	17507	20904	16055	16082	17226	17728	19829	17795	
Min	12577	10650	12206	13421	12787	13516	13355	13897	13962	
Yr. Total	5698875	5731511	5556320	5844615	5747189	5897339	6056218	6353900	6378836	3663070
Yr. Aver.	15613	15659	15222	16013	15746	16113	16592	17408	17476	
Peak Day	21276	24850	20904	21379	21555	21501	24870	22472	23540	

METER READING AND SERVICE DEPARTMENT MONTHLY / YEARLY REPORT

METER READING

Meters Read

		<u>Gas</u>	<u>Water</u>	<u>Total</u>	<u>Accuracy Rate</u>
July	2020	28,976	73,380	102,356	99.93%
June	2020	28,941	73,079	102,020	99.89%
May	2020	28,908	72,850	101,758	99.92%
April	2020	28,897	72,590	101,487	99.93%
March	2020	28,863	72,359	101,222	99.93%
February	2020	28,827	72,153	100,980	99.91%
January	2020	28,778	71,996	100,774	99.89%
December	2019	28,732	71,834	100,566	99.86%
November	2019	28,678	71,703	100,381	99.88%
October	2019	28,672	71,447	100,119	99.92%
September	2019	28,605	71,329	99,934	99.92%
August	2019	28,577	71,166	99,743	99.93%
July	2019	28,552	71,041	99,593	99.90%
12 Month Total		374,006	936,927	1,310,933	99.91%

SERVICE DEPARTMENT

		<u>Service Orders</u>	<u>After Hours Calls</u>
July	2020	5771	287
June	2020	3471	139
May	2020	3108	178
April	2020	2424	270
March	2020	3804	275
February	2020	4251	416
January	2020	4985	361
December	2019	4467	290
November	2019	4465	391
October	2019	4778	436
September	2019	4995	361
August	2019	5456	414
July	2019	5244	390
12 Month Total		57,219	4,208

ORDINANCE 18-2020-21

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS FOR PROPERTY LOCATED ON GARRETTSBURG; REQUEST OF VERNON WEAKLEY

WHEREAS, proper application has been made by Vernon Weakley, P.E. for extensions of City utility service to property located at Cmap 029, Parcels 10.00 & 65.00 with the property address of Garrettsburg Road outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City of Clarksville Gas and Water Department has recommended approval of said application; and

WHEREAS, the Gas, Water and Sewer Committee of the Clarksville City Council has recommended approval of said application; and

WHEREAS, the Clarksville City Council finds that all of the requirements of City Code Section 13-405 have been or are satisfied and the extension of water and sewer service to property as described in Exhibit A will be in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:

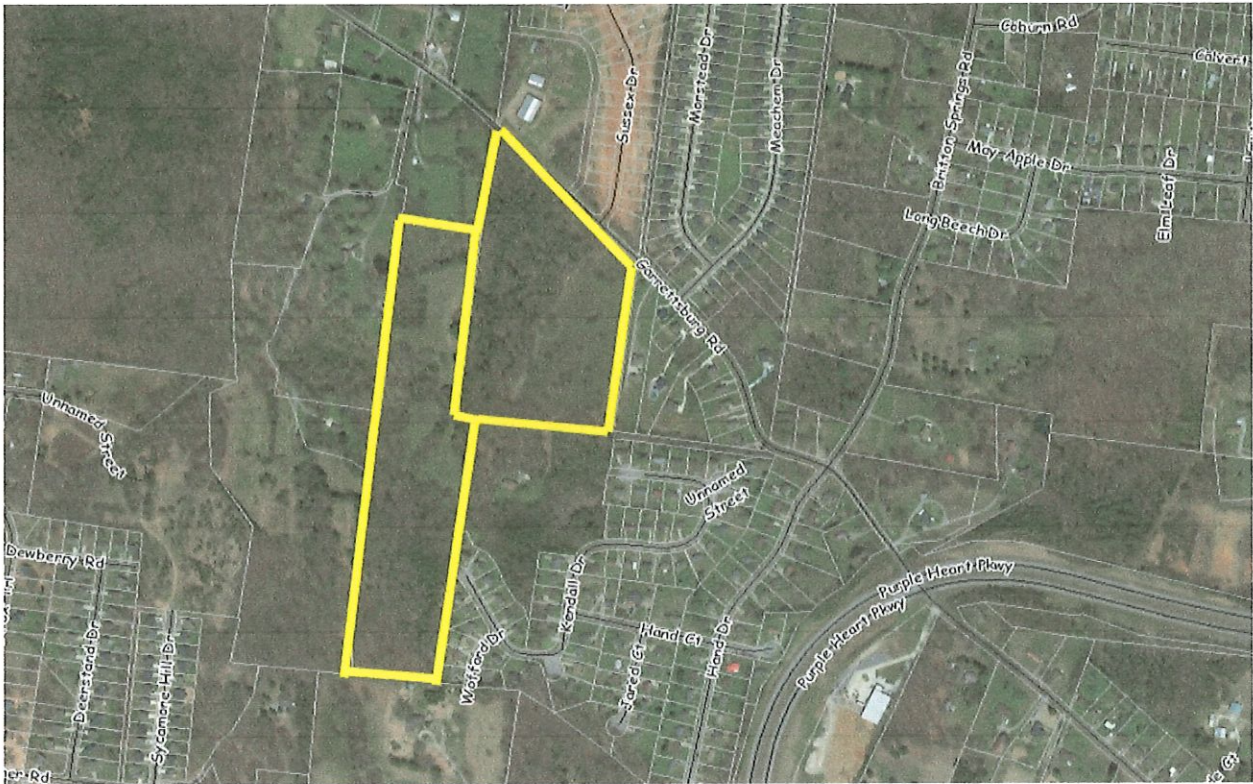
That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 029, Parcels 10.00 & 65.00 with the property address of Garrettsburg Road outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING:

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 20-2020-21

AN ORDINANCE AMENDING PART II (CODE OF ORDINANCES), TITLE 13 (UTILITIES AND SERVICE), CHAPTER 3 (GAS, WATER, AND SEWER SERVICE) AND CHAPTER 4 (WATER AND/OR SEWER SERVICE TO PARTICULAR AREAS OR SUBDIVISIONS) THE CITY OF CLARKSVILLE RELATIVE TO CHARGES, DEPOSITS, PROGRAMS, ADJUSTMENTS, INSTALLMENT PLANS, AND SERVICE EXTENSION APPROVAL

WHEREAS, The City of Clarksville (Gas and Water Department) has extensively reviewed internal policies and the city code, as it pertains to customers' accounts and service and/or more specifically related to charges, deposits, programs, adjustments, installment plans, and service extension outside of city limits; and

WHEREAS, the current policies and city code hinders the department's ability to provide the level of customer service deemed necessary and/or operate efficiently or effectively; and

WHEREAS, the City of Clarksville (Gas and Water Department) wishes to modify its policies and the city code in order to provide an acceptable level of customer service and operate more efficiently and effectively; and

WHEREAS, the City Council finds that the best interests of the City, its residents, and the Gas and Water Department rate payers would best be served by the following city code amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:

1. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service) and Chapter 4 (Water and/or Sewer Service To Particular Areas or Subdivisions), in its entirety, is hereby amended by deleting same in its entirety and substituting therefor the following:

Chapter 3 - GAS, WATER, AND SEWER SERVICE

Sec. 13-301. - Rates, service fees, penalties, security deposits, and other charges.

The city council shall approve all rates for gas, water, and sewer service. Service fees, security deposits, penalties, or other charges as authorized herein shall be in the amounts set forth in schedule A below:

Schedule A

New service	
• Water and/or sewer	50.00
• Overtime	100.00
• Gas	50.00
• Overtime	100.00
Interdistrict	125.00
Meter re-read	0.00
Testing/changing meters	125.00
Payment collections	Cost
Returned payment	Amount as authorized by TCA
Reactivation—Business hours	50.00
Reactivation—After hours	100.00
Property Owners Account Program - water/gas	10.00/10.00
Security deposit	
Residential	

• Water and sewer	150.00
• Gas	200.00
Commercial water/gas	2x highest bill
Industrial water/gas	2x highest bill
Governmental entity, utility, or co-op gas	500.00
Credit Inquiry	6.00

Sec. 13-302. - Waiver of fees, penalties, and other charges.

- (1) The general manager of the department of gas and water, or his/her designee(s) made in writing, shall have authority to make monetary adjustments to customer accounts, and to waive fees and penalties incurred by customers, due to errors made by the department.
- (2) The general manager of the department of gas and water, or his/her designee(s) made in writing, may approve a one-time deposit waiver for a customer whose current account has been deactivated for non-payment. As this waiver is per customer and location, a change in customer's service location shall renew qualification for a one-time deposit waiver.
- (3) As determined by the mayor in writing, in cases of war, rebellion, insurrection, civil emergency, or natural or man-made disaster, the general manager of the department of gas and water may be authorized by the mayor to waive any and all service fees or penalties, and to dispense with the requirement of payment of a security deposit, and to allow the payment of any bills due for service through installment payments, and to suspend the deactivation of accounts or termination of services, for a reasonable period of time to be determined by the mayor, irrespective of any error made by the department, for customers who provide proof of substantial damages or harm to their real or personal property, or significant interruption of their business, due to war, rebellion, insurrection, civil emergency, or natural or made-made disaster, in form satisfactory to the general manager, or his/her designee(s) made in writing.
- (4) The general manager of the department of gas and water, or his/her designee(s) made in writing, shall have authority to make monetary adjustments to residential customer accounts, and to waive fees and penalties incurred by said customers, which are the result of the customer inadvertently and by whatever means, directing the application of a payment to an account other than the intended account. Provided however that said payment is in an amount sufficient to satisfy all amounts due on customer's account and further provided that said customer has remained in good standing, to mean no late fees assessed, in the immediately preceding 12-month period. Request for an adjustment must be made within thirty (30) days of the fee or penalty being applied to the account.

Sec. 13-303. - City not liable for failure or condition of service.

According to its source of supply and the condition of its water system, the city will make reasonable effort to furnish water to its consumers. But the city makes no guarantee to anyone as to supplying water nor its condition and it shall not be liable to anyone for any loss or failure or interruption of the supply of water, gas, and sewer service or its condition.

Sec. 13-304. - Authority to curtail or refuse service.

The city reserves the right to restrict, curtail, or refuse water, gas, or sewer service for good and sufficient reasons.

Sec. 13-305. - Ownership and maintenance of gas and water meters.

All gas and water meters hereafter installed, whether within or without the corporate limits of the city, shall be owned, serviced, and maintained by it. All meters whether or not owned by the city, used for measuring gas or water furnished by it, shall be subject to the city's inspection at all times, and shall be maintained, serviced, and repaired by it.

Sec. 13-306. - Tampering with equipment or meters.

- (1) No authorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any equipment, structure, appurtenance, or water or gas meter which is part of the water and/or gas department works of the City of Clarksville.
- (2) Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. Any customer, or his or her designee, found violating this provision shall be subject to related fees, disconnection of related service and/or held liable for damages produced by such actions.

Sec. 13-307. - Right to inspect property.

Insofar as its rights and liabilities are concerned, the city shall have the right at reasonable hours to inspect properties to which it supplies water, gas, and sewer service.

Sec. 13-308. - Application for service; service fees; security deposits; property owners account program; interdistrict fees; outstanding balances.

- (1) Application for water, gas, and sewer service shall be made at the Clarksville Department of Gas and Water. A service fee for each applicable service shall be charged to each new customer, and to existing customers moving to a new location within the service area. A new customer shall be defined as a customer requesting service that has not had service from CGW, as determined by current customer service software. In the event a customer requesting service is determined not to be a new customer, the deposit requirements set forth in subsection 13-308(2) shall apply.
- (2) In addition to any applicable service fees provided for herein, a security deposit to ensure payment for services for any service to be provided may be charged to each new customer and/or any customer whose account has been deactivated for non-payment. Said security deposit shall be in an amount as approved by ordinance of the city council. The following security deposit criteria shall be applicable for each customer class:
 - (a) Residential: In lieu of a deposit, applicants for residential service as a new customer may request a credit inquiry to determine the required deposit amount. For residential customers, said security deposit may also be paid in three (3) equal monthly installments, in which case the first installment payment shall be due upon application for service. A fee as set forth in schedule A shall be charged per credit inquiry. Said security deposit shall be credited to the customer's account after four (4) continuous years of payment history with no intervening inactivation of the customer's account for nonpayment for service. Any inactivation of the customer's account for nonpayment shall be cause to restart the computation of the four-year time period for return of a customer's security deposit. A change in customer's service location shall not interrupt accumulation of continuous years of payment history.
 - (b) Commercial/Industrial: Upon application for service by a new commercial or industrial customer, a security deposit shall be payable in one lump sum. All commercial and/or industrial customers will be required to pay a security deposit for each water and/or gas service, including each location of a chain-type business or similar businesses owned by same individual(s), company, and/or corporation. Said security deposit shall be the greater amount of either two (2) times the highest billed or estimated month amount or \$250.00 for water and/or \$500.00 for gas. Two (2) times the highest billed or estimated month amount shall be determined by billing history of previous owner of same or similar business, similar chain-type business at different location, and/or engineering/plumbing estimate submitted for site/utility plan. Said security deposit will be maintained for the lifetime of the service, to be credited and/or returned only upon termination of said service.
- (3) A service fee may also be charged as necessary to cover the costs of re-reading meters which were initially read correctly, testing and changing meters which are determined to be accurate, and for collecting funds for checks and bank drafts that have been returned due to insufficient funds in the customer's bank account or financial institution.
- (4) Upon application of a property owner and/or property manager, the general manager for the department of gas and water, or his/her designee(s) established in writing, may enter into an agreement with said property owners and/or managers automatically transferring responsibility of active services from a departing tenant to said property owner and/or manager. Upon execution of agreement, the owner/manager agrees to pay a security deposit, in full, for each water and/or gas service established. No installment payments shall be allowed. Upon execution of agreement, the

owner/manager agrees to pay the property owners account program fee, per gas and/or water service, for each account meter to be read, service left on, and account transferred into owner's/manager's name when at such time a tenant properly terminates said service(s). Upon execution of agreement, the owner/manager shall be responsible for all usage, including all associated charges and fees, once a tenant notifies the gas and water department to terminate service(s). If a service in a tenant's name is deactivated for nonpayment, normal services fees shall apply. If a service in an owner's/manager's name is deactivated for nonpayment, normal services fees shall apply and a security deposit shall be charged. If any account in a property owner's/manager's name, and associated with this property owners account program, remains unpaid exceeding thirty (30) days beyond the billing due date, all normal fees and security deposits shall apply and all properties in said owner's/manager's name, and within said program, will be immediately removed from the property owners account program.

- (5) An interdistrict fee for each applicable sewer service located in an adjoining utility district, as provided for by an interlocal agreement between the city and such utility district, shall be charged to each new sewer customer and to existing sewer customers moving to a new location within the utility district. The general manager/department head of the department of gas and water, or his/her designee made in writing, shall have authority to waive this fee incurred by a customer who has provided satisfactory evidence that they are the surviving spouse of a deceased current customer.
- (6) All customers shall be required to pay any and all outstanding balances from existing and/or past accounts, in perpetuity, prior to being allowed to establish service.

Sec. 13-309. - Fee for new connections; service line.

- (a)
 - (1) The city shall charge connection fees for each metered customer added to the water and/or sewer system. Connection fees for all new construction shall be due and payable at the time the plumbing permit for connecting the structure to the outside water and/or sewer service is issued. No such permit shall be issued unless the connection fee is paid first. The following schedules shall be used for the various classifications of customers.
 - (2) Water and sewer connection fees for all new residential construction shall be based on the number of square feet of heated living area contained by the new construction. The area is to be computed as defined by the Veterans Administration. Mobile homes and other prefabricated structures that are moved onto a building site shall also be classified as new residential construction for this purpose. The fee per unit shall be as follows:

New residential construction water connection fee: Twenty cents (\$0.20) per square foot.

New residential construction sewer connection fee: Eighty cents (\$0.80) per square foot.
- (b) If inspection reveals a misrepresentation or understatement of the actual area of the permitted structure by an amount greater than five (5) percent, an adjustment of the fee shall be made and the additional area shall be charged to the holder of the building permit at twice the normal rate.
- (c) Water and sewer connection fees for existing residential construction and for new and existing commercial and industrial construction shall be based on the size of the primary water meter(s) serving the customer according to the following schedule:

		Sewer Connection Fee	
Meter Size	Water Connection Fee	New Construction	Existing Construction
¾"	\$ 400	\$ 800	\$ 600
1"	800	1,500	1,000
1½"	1,200	2,500	2,000
2"	1,800	4,000	2,500
3"	2,500	5,000	3,000
4"	3,500	8,000	5,000
6"	6,000	12,000	8,000
8"	10,000	20,000	15,000

(d) (1) Secondary meters, yard, and irrigation meters: In addition to the primary meter supplying the customer, meters may be installed to record water flows such as for yard irrigation which do not enter the sewer system and consequently these flows do not result in a sewer charge. Secondary meters may also be installed to separate flows that formerly went through one meter such as when a master meter for an existing apartment complex is replaced by individual meters. Each additional meter is charged only the following fee.

(2) Water connection fee for yard/irrigation meters for new and existing construction and for other secondary meters that are added to existing customers to separate flows for billing purposes:

Meter Size	Meter Fee
¾"	\$200.00
1"	250.00
1½"	500.00
2"	800.00

3"	2,000.00
4"	3,500.00
6"	5,000.00

- (e) (1) Connection fees are not charged where existing services are being replaced unless such replacement results in an increase of meter size in which case a fee is charged equal to the difference between the connection fees for the original meter size and the fee for the new meter size.
- (2) Connection fees are not charged where the applicable service is connected directly to a water or sewer main installed with Federal Community Development Grant funds.
- (3) The above connection fee prices include the cost of the meter and the charge for tapping the main where applicable. The city shall make all water and sewer taps on mains that have been accepted by the city for operation and maintenance. The customer shall be responsible for all excavation, provision, and installation of tap materials, and backfilling. Taps on new main installations not yet accepted by the city shall be made by the installing contractor.
- (f) In cases where a tap on a city main is made without the requirement for a meter, such as for main extensions or a fire service line, a connection fee is charged as follows:

Water Tap Size	Fee
¾"	\$150.00
1"	200.00
2"	250.00
3"	300.00
4"	350.00
6"	450.00
8"	650.00
10"	750.00

- (g)
 - (1) Buildings requiring a fire service line six (6) inches in size or less, shall be required to pay a connection fee as set forth in subsection F above. A backflow prevention device meeting the requirements of Title 8, Section 8-407(2), (3) of the Clarksville Municipal Code shall be installed at the property boundary and become part of the fire system. The chief utility engineer, at his sole discretion, may require the fire line be metered when it is determined to be in the city's best interest to do so.
 - (2) Buildings requiring a fire service line greater than six (6) inches shall be required to meter such service as well as meet the requirements of subsection (g)(1) above and pay a connection fee based on cost plus ten (10) percent. The cost includes the cost of the meter, all appurtenances, and a tapping fee as established in subsection F above.
 - (3) All fire service lines shall be separate and independent of any other water service line to the property/building.
- (h) Connections to city water mains by manipulating valves and adding fittings may be performed only when approved by the city engineer. Such approval shall not relieve the contractor of notifying any affected customer, nor of any other associated liability. Such connections shall be without charge unless a meter is required, in which case the appropriate water connection fee will be charged to the individual installing the meter set-up.
- (i) Meter box fees will be charged for all new meter installation including secondary meters based on actual cost plus ten (10) percent.
- (j) Connections to city sewer mains or manholes for the purpose of extending a main or replacing a service shall not be subject to a connection fee. Any new service extending from such a main or manhole shall be subject to the appropriate sewer connection fee. When a sewer tap is required on an existing main, it will be made by the city. The cost of such sewer tap is considered to be included in the applicable connection fee. If a tap is required to replace an existing service, an additional connection fee is not charged, but a tapping fee of fifty dollars (\$50.00) shall be charged.
- (k) Natural gas service and main extensions.
 - (1) Customers that have an existing service line up to their premises will only have to apply for proper permit and pay connection fee. Add-ons to present meters will be limited to permit and connection fee requirements.
 - (2) Customers' requests for relocation of mains, service lines, meters, or other services will be honored by the gas department. Property owners or contractors will be charged total costs for this type work.
 - (3) For each gas service connection, the customer shall apply for service at the Clarksville Gas and Water Department and pay twenty-five dollars (\$25.00) for each service line application. This application fee will be refunded if the customer wishes to withdraw their application. The application fee may be transferrable to the connection fee, if the tenant is the person whose name appears on the application.
 - (4) For new service line requests, the customer or contractor shall be required to pay a gas service connection fee plus a tapping fee of one hundred fifty dollars (\$150.00), which includes the first one hundred fifty feet (150) of the gas service line from the main to the meter as follows:

Service line size:

¾-inch and 1-inch—for base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service line.

¾-inch and 1-inch—For less than base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service lines. No refunds of tapping fee will be made to the customer.

Larger than 1-inch—The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged the actual cost to install the additional service line.

- (5) Base-load gas installations: For the purpose of determining who qualifies for base-load gas incentives, the base-load gas installation is defined as follows:

Residential: Water heating, gas air conditioning, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Commercial: Water heating, gas air conditioning, cooking, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Industrial: Water heating, gas air conditioning, or in the processing of manufacturer's materials or goods (to adequately increase base-load requirements) as deemed acceptable by the manager gas division.

Incentives: New residential/commercial customers who install new base-load gas appliances will be offered incentives per gas appliance. Existing customers who change over from electric/propane to base-load gas appliances will be offered the same incentives per gas appliance. The manager of the gas division and the general manager of the gas and water department shall offer these incentives throughout the year and for scheduled time periods as deemed appropriate by the manager of the gas division and the general manager of the gas and water department and approved by the mayor and the public utilities committee.

- (6) Main extensions for City of Clarksville: The first three hundred (300) feet will be installed at no cost to the customer. Any footage installed in excess of three hundred (300) feet will be required to make a contribution in aid of construction equal to three dollars (\$3.00) per foot. No refunds will be made for future customer connections to the gas main.
- (7) Main extensions for outside City of Clarksville: The first two hundred (200) feet will be installed at no cost to the customer. Any footage installed in excess of two hundred (200) feet will be required to make a contribution in aid of construction equal to five dollars (\$5.00) per foot. No refunds will be made for future customer connections to the gas main.

- (8) Main extensions for large commercial or industrial customers: Gas service lines or gas main extensions to large commercial or industrial customers that require service line or gas main extensions, additions, or improvements to the Clarksville Gas Department's distribution system will be furnished by the gas department if the main extension is deemed economically feasible by the manager gas division and/or general manager of Clarksville Gas and Water.
- (9) Main extensions—General:
- a. Customers who sign up for a main extension must be prepared to receive flowing gas through their meters within one hundred eighty (180) calendar days. If the customer does not meet this requirement due to environmental or geographic constraints, then he may request a thirty-day extension from Clarksville Gas and Water. If the customer does not have gas flowing through his meter within the required time frame, then the customer shall bear the entire cost of the main extension.
 - b. The Clarksville Gas Department reserves the right to determine the size of all gas main extensions. Gas main costs to the customer shall be based upon a two-inch polyethylene gas main. All gas mains installed larger than two (2) inches in diameter, or gas mains installed made with steel, are installed for the future benefit of the gas system or to improve pressure. When an extension requires a gas main in excess of two (2) inches in diameter or one made of steel, the Clarksville Gas Department will pay the difference between the cost of a two-inch polyethylene gas main and the actual cost of the new gas main to be installed.
 - c. All gas main extensions, additions, or improvements shall become the property of the Clarksville Gas Department, as they are installed, even though all or some part of the cost thereof is paid by parties other than the Clarksville Gas Department.
- (10) New subdivisions City of Clarksville: The gas department will install distribution mains within new subdivisions if an agreement between developer, home builder, and the gas department can be finalized, guaranteeing that a sufficient number of housing units will be installed to meet the following requirements:
- a. Housing units will meet the definition of base-load gas installation.
 - b. Housing units will be constructed within piped areas designated for natural gas use.
 - c. A minimum of one housing unit will use natural gas for each three hundred (300) feet of main installed to serve the subdivision.
 - d. Certain areas within the subdivision may be designated for natural gas use.

The manager gas division and/or the general manager of Clarksville Gas and Water can approve exceptions or variances to these requirements.

- (11) The manager gas division and the general manager of [Clarksville] Gas and Water shall only authorize service to subdivisions outside the City of Clarksville where it is an economical advantage to the City of Clarksville to do so. Service to subdivisions that is not economically advantageous to the City of Clarksville, but may have other advantageous value, may be approved by the gas, water and wastewater committee of the city council. Service lines into subdivisions shall be installed under the guidelines set previously in this policy.

(12) The gas department, at its discretion, may install segments of distribution piping that would be an asset for future development. The gas department reserves the right to refuse service to any customer under this policy who is remotely located from existing facilities that service would not be economically feasible.

(13) Refund policy:

- a. Customers who make contributions in aid of construction shall not be entitled to refunds from main extensions (for additional customer additions to main) under the new main extension policy.
- b. Refunds for customers who made contributions in aid of construction prior to the new main extension policy and Ord. No. 7-1997-98, but after Ord. No. 4-1990-91, will be due refunds as follows:
 - (i) Customers who make contributions in aid of construction shall be entitled to refunds, if within three (3) years after construction additional customers services are connected to their specific gas main extension. In no case shall the customer making the payment be refunded more than he paid. The amount of the refund shall be two hundred dollars (\$200.00) for each additional total gas customer and one hundred dollars (\$100.00) for each less than total gas customer. If more than one customer makes contributions in aid of construction, the total refund shall be proportionately divided according to the original contributions.
 - (ii) There shall be no duplication of reimbursements, i.e., customers added to additional extensions of a gas main shall be a part of a separate contract and not included in calculating reimbursements for the initial extension.
 - (iii) The previous policy and its reimbursement features are effective only for mains that are extended subsequent to the effective date of Ord. No. 4-1990-91 and prior to this new main extension policy and Ord. No. 7-1997-98.

(14) A customer requesting the installation of an excess flow valve will be responsible for the payment of the actual cost associated with the installation of the excess flow valve and cost associated with the maintenance, if any, of the excess flow valve.

(I) Hazelwood Drainage Basin (HDB):

- (1) A special sewer assessment district is hereby established to be known as the Hazelwood Drainage Basin (HDB) and more fully defined as the general area outlined on exhibit "A." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be one thousand five hundred dollars (\$1,500.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.

- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel Room (each)	One-half ($\frac{1}{2}$) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half ($\frac{1}{2}$) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space
Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Hazelwood Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

(m) Oakland Road Drainage Basin:

- (1) A wastewater drainage basin is hereby established to be known as the Oakland Road Drainage Basin and more fully defined as the general area outlined on exhibit "B." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be two hundred seventy-five dollars (\$275.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.
- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel room (each)	One-half (½) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half (½) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space

Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Oakland Road Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

Sec. 13-310. - Reserved.

Sec. 13-311. - Compliance with building code required.

No water, gas, or sewer service from the city's distribution system shall be made available to any buildings hereafter constructed within a radius of five (5) miles of the corporate limits that do not conform to the city's building code. All private gas, water, and sewer services, for any buildings, to include residential structures, served by the city's distribution or collection systems, shall be inspected by the city's building codes department.

Sec. 13-312. - Water and sewer rates; basis for charges; surcharges.

- (1) *Water rate schedules.* Effective July 1, 2008 a customer charge shall be charged each month based on meter size in accordance with water rate schedule A, section II. In addition usage fees shall be charged in accordance with water rate schedule A, section I.

The following definitions shall be used to determine the applicable rate code:

Residential service means single private residences, including separate private units of apartment houses and other multiple dwellings, actually used for residential purposes, which are separately metered. A dwelling shall be considered nonresidential which has more than one apartment or condo on the same meter. A residential dwelling shall be considered commercial if in the water department's judgment such dwelling and/or usage is identifiable as being used primarily (more than fifty (50) percent) for business or professional purposes.

Commercial service and small industrial means customers engaged in selling, warehousing, or distributing a commodity or service in some business activity or profession or in some other form of economic or social activity. For example, and not by way of limitation, all local, state and federal governmental agencies, any organizations or institutions whether profit or non-profit, with uses other than those involving industrial or residential requirements are classified as commercial customers. Also included are offices, stores, schools, dormitories, hotels, restaurants, apartment houses, religious institutions, orphanages, clubs, boarding and rooming houses, communes, motor courts, camps, and rehabilitation organizations.

Industrial service means customers primarily engaged in a process that creates or changes raw or unfinished materials into another form or product, including the generation of electric power and who's usage exceeds a minimum of seven hundred fifty thousand (750,000) gallons of water per month as averaged over the previous twelve (12) months. Should the usage fall below seven hundred fifty thousand (750,000) gallons per month the customer shall be reclassified as a commercial service and small industrial customer and charged accordingly. The customer will be eligible for reclassification following twelve (12) consecutive months of water usage in excess of seven hundred fifty thousand (750,000) gallons of water per month.

WATER RATE SCHEDULE A
WATER RATES AND FEES
EFFECTIVE AUGUST 9, 2008

Section I. Usage Fees (per 1,000 gallons):

Residential	(Inside City)	\$3.54
	(Outside City)	\$7.08
Commercial	(Inside City)	\$3.54
	(Outside City)	\$7.08
Industrial	(Inside City) Rate shall be based on the latest audited operation and maintenance cost for production and supply (including the greater of depreciation or debt service principle).	
	(Outside City)	1.3 times inside city Industrial rate

Section II. Customer charge (per month):

Meter Size	
Up to ¾"	\$3.00
1"	5.00
1½"	10.00
2"	16.00
3"	44.00
4"	84.00
6"	175.00
8"	175.00
10"	175.00
12" or larger	Negotiated

- (2) *Basis for sewer charges.* The volume of water usage shall be the basis for sewer usage charges unless special metering is installed by the customer, with the prior approval of the utility department, to otherwise determine the volume of water that is being discharged to the sewer. The customer shall be responsible for the maintenance and accuracy of said meter. In the event of a discrepancy in the volume of wastewater metered by said device, the combined volume of potable water measured during the billing period shall be used as the basis for the sewer charges.
- (3) *Sewer rate schedules.* The charge for sewer usage or availability shall be in accordance with the following rate schedules:

For residential, commercial, and small industrial customers:

	Per 1,000 gallons (Effective July 1, 2013 to June 30, 2014)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.14	\$11.44
All over 2,000	6.14	10.23

	Per 1,000 gallons (Effective July 1, 2014 to June 30, 2015)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.73	\$12.53
All over 2,000	6.73	11.20

	Per 1,000 gallons (Effective July 1, 2015 to June 30, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 7.37	\$13.72
All over 2,000	7.37	12.26

	Per 1,000 gallons (Effective July 1, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 8.07	\$15.02
All over 2,000	8.07	13.43

The minimum bill per month shall be based on two thousand (2,000) gallons.

All industrial customers using a minimum of three hundred thousand (300,000) gallons of water per month shall be charged a rate per one thousand (1,000) gallons based on the cost per one thousand (1,000) gallons for operation, maintenance, and replacement of the sewer treatment plant according to the latest audit. This rate will be automatically revised each year upon receipt of the annual audit to reflect any changes.

Outside city industrial customers:

First 300,000 gallons 1.3 x inside city industrial rate

Next 700,000 gallons 1.2 x inside city industrial rate

Next 2,000,000 gallons 1.1 x inside city industrial rate

All over 3,000,000 gallons 1.0 x inside city industrial rate

The minimum monthly bill for the industrial rate will be based on three hundred thousand (300,000) gallons.

(4) Reserved.

(5) *Surcharge.* The surcharge for persons discharging excessive quantities and concentrations as established in the sewer use ordinance shall be as follows:

*Surcharge
per pound*

BOD in excess of 300 mg/l \$0.08

Suspended solids in excess of 325 mg/l 0.08

Oils and grease in excess of 100 mg/l 0.08

(6) *Review of charge system.* The water and sewer use charge system shall be reviewed annually and revised periodically by the city council as required in order to generate sufficient revenue to pay for the cost of operation, maintenance, and replacement of the water and sewer systems.

- (7) *Environmental compliance fee.* Each sewer customer shall be charged an environmental compliance fee of three dollars (\$3.00) per month effective July 1, 2005, four dollars (\$4.00) effective July 1, 2006, and five dollars (\$5.00) per month effective July 1, 2007. This fee is to be charged to each sewer customer in addition to their normal sewer usage and without regard to the volume of sewerage generated by the customer. It is intended to generate funds to offset mandated environmental expenses of the sewer system that do not otherwise lend to generating revenues.
- (8) *Backflow prevention testing fee.* Each commercial, industrial and residential customer who is required under section 8-407 to install and maintain a backflow prevention device shall be charged a backflow prevention testing fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new and annual backflow prevention tests. The first re-inspection of failed backflow tests will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.
- (9) *Grease management inspection fee.* Each customer who is required under section 13-702 to install and maintain a grease trap and/or inceptor shall be charged a grease management inspection fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new, semi-annual and annual inspection. The first re-inspection of a failed inspection will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.

Sec. 13-313. - Bill payment; late payment penalty; account deactivation/reactivation service fee.

- (1) Charges for gas, water, or sewer services shall be due as shown on a customer's bill and payable at the department of gas and water. If a customer's account balance is not paid in full by the due date of the bill, a ten (10) percent late payment penalty shall be assessed. Thereafter, if a customer's account balance is not paid in full by the 10th day following the due date of the bill, the customer's account will be deactivated. Thereafter, no gas or water will be furnished to the customer until the customer has paid all amounts due for gas, water, or sewer service, plus a service fee for reactivating the customer's account. The department shall be entitled to recover all costs of collection of delinquent accounts, including attorney fees.
- (2) Notwithstanding the forgoing, the State of Tennessee and its political subdivisions and departments, the Federal Government and its departments (to include, but not limited to the Department of Defense and the Department of the Army) shall pay in full by the due date of the bill, being 30 days following the calculation of such, or as otherwise may be agreed upon by the city and the other governmental entity in a written agreement.

Sec. 13-314. - Bill adjustments for water and/or gas leakage, installment plans, lawn watering, pool filling, etc.

The gas and water department may adjust bills as circumstances require, using the minimum cost established by audit and/or calculations as described below:

- a) *Water leakages.* Upon application of a customer, the department of gas and water may make adjustments to a customer's sewer bill for water leaks occurring through the customer's piping, in cases where it can be determined that said water leakage did not actually enter the sewer system. Adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Two (2) adjustments per twelve (12) month period may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The general manager for the department of gas and water, or his/her designee(s) established in writing, may approve an installment plan for payment of a customer's bill in cases involving a leakage adjustment. No water leakage installment plan shall continue for longer than six (6) calendar months. Prior to making any such adjustment and/or installment plan, the customer shall be required to provide documentation to prove that the leak has been repaired.
- b) *One-time high water bill installment plan.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may approve an installment plan for payment of a customer's water bill in cases involving unexplained water usage three (3) times the previous twelve (12) months monthly average usage. One (1) installment plan per account may be allowed per twelve (12) month period, which may include a maximum of two (2) consecutive billing cycles. No one-time high water bill installment plan shall continue for longer than six (6) calendar months.
- c) *Back billing installment plan.* Upon application of the customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, shall approve an installment plan for payment of a customer's water bill in cases involving back billing of previously unbilled usage. A back billing installment plan shall be allowed for a period of time equal to, but no longer than, the determined extent of time taken to accrue the calculated amount of unbilled usage.
- d) *One-time lawn watering.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of establishing the lawn of a newly constructed home or re-establishing the lawn of an existing home. One adjustment may be allowed for the contractor, during construction of said home, and one for the customer, after account has been transferred into said customer's name. This adjustment is only valid within the first year of owning a new or existing home. Proof of purchase of seed or sod must be provided.
- e) *Pool filling.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of filling a swimming pool. One (1) adjustment per calendar year may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The meter-readings at the beginning and conclusion of the pool filling or the gallon capacity of the pool shall be requested from the customer. In the event that the customer cannot provide this information, adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of

usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Fish ponds, hot tubs, kiddie pools, fountains, pet or animal waterers, power washers, and like types of structures and/or uses are excluded from qualification for this adjustment.

- (f) *One-time pool repair.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for additional water used in association with a swimming pool repair. As one adjustment may be allowed per customer and location, a change in customer's service location shall renew qualification for this one-time adjustment. Proof or documentation of repair must be provided.
- (g) *Gas leakages.* There shall be no adjustment made to a customer's gas bill for natural gas leaks. In cases where the gas service is off, locked, and the service valve does not hold, the gas charge may be adjusted off by general manager for the department, or his/her designee(s) established in writing.

Sec. 13-315. - Authorization for pass through adjustment.

The CGW Chief Financial Officer and the Gas Manager are hereby authorized to pass gas cost adjustments on to customers, whether increases or decreases, from the supplier of the city gas system to maintain the balanced efficiency of the gas department.

The PTA adjustment is intended to assure that the city gas and water department adjusts for these volatile changes in the commodity cost of gas.

The "commodity" cost of gas is the city gas and water department monthly city gate cost of gas. This includes the actual gas cost plus the interstate pipeline volumetric and storage costs involved in transporting the gas from the source of supply to our city gate regulator station.

The PTA will be calculated monthly on the last business day of each month to be applied to the first billing that follows.

Any balance over or under recovery of gas cost at the end of each month may be passed through the subsequent month PTA accordingly.

Sec. 13-316. - Gas services.

- (1) *Availability.* Gas shall be available to any customer as defined in section 13-312 where the department's distribution mains are suitable for supplying the desired service. A building, for purposes of gas service, shall be considered nonresidential which has more than four (4) units. Commercial and industrial customers will be supplied only through a single metering point. The commercial and industrial rate shall be available to individual apartment houses where service is supplied to more than one family unit through a single meter. The High Load Factor rate schedule shall be available to any commercial or industrial consumer using natural gas principally for process steam generation, manufacturing purposes, or any other base-load application, and where the use of gas for space heating is only incidental. This rate is not available to consumers whose use of gas during the months of least consumption is less than fifty (50) percent of the use of gas during the

month of greatest consumption. The department reserves the right to place customers in the appropriate rate schedule based on usage history.

- (2) *Rates.* The following rates shall be applicable for each customer class, effective March 1, 2020:

Residential inside city

Monthly meter charge \$12.050

Usage charge (per 100 cf) \$0.088

Commodity charge (per 100 cf) Based on actual cost of gas

Residential outside city

Monthly meter charge \$17.600

Usage charge (per 100 cf) \$0.110

Commodity charge (per 100 cf) Based on actual cost of gas

Commercial and industrial inside city

Monthly meter charge \$37.410

Usage charge (per 100 cf) \$0.144

Commodity charge (per 100 cf) Based on actual cost of gas

Commercial and industrial outside city

Monthly meter charge \$44.890

Usage charge (per 100 cf) \$0.173

Commodity charge (per 100 cf) Based on actual cost of gas

High load factor

Monthly meter charge \$211.000

Usage charge (per 100 cf) \$0.048

Commodity charge (per 100 cf) Based on actual cost of gas

Firm transportation

Monthly meter charge \$497.26

Usage charge (per 100 cf) \$0.038

Demand charge (per 100 cf/month) \$0.170

Interruptible transportation

Monthly meter charge \$497.26

Usage charge (per 100 cf) \$0.038

Firm governmental entity, public or private utility or utility cooperative

Monthly meter charge \$12.050

Usage charge (per 100 cf) \$0.088

Commodity charge (per 100 cf) Based on actual cost of gas

WACOG

Monthly meter charge \$497.26

Usage charge (per 100 cf) \$0.033

Commodity charge (per 100 cf) Based on actual cost of gas

- (3) *Minimum bill.* For all services rendered, the minimum bill shall be equal to the monthly meter charge as applicable to each customer class per meter. The demand charge for firm transportation customers shall be as set forth in section 13-317(a).

Sec. 13-317. - Firm and interruptible transportation.

(a) *Firm transportation.*

Availability: To be eligible for firm transportation service under this section, customers must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas;
- (4) The customer must have executed a written notice of election to receive firm transportation service under this ordinance for a minimum term of twelve (12) months;
- (5) The customer must have executed a Natural Gas Firm Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of firm transportation service to eligible customers; and
- (6) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be true-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Rates: For each month of service provided during the term of the Natural Gas Firm Transportation Agreement the customer shall pay the rates set forth in that agreement and under section 13-316(2), including charges for firm transportation, for authorized interruptible overrun service, for daily and monthly balancing and for certain charges imposed by third parties.

Minimum bill: For service rendered under this section, the minimum monthly bill shall be the monthly demand charge as set forth in section 13-316(2) and shall be applied to the level of the customer's maximum daily quantity, which quantity will be the same for each month for the term of the Natural Gas Firm Transportation Agreement and will be set forth in that agreement.

Contract period and billing: Contracts shall be for a minimum period of one (1) year. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's written permission during the contract period.

(b) *Interruptible transportation.*

Availability: To be eligible for interruptible transportation service under this section, a customer must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service and must not displace firm load;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must maintain in a usable condition facilities for substitute fuels or otherwise make provision for the curtailment of gas service and must agree to use such substitute facilities or other provision for curtailment of gas service in order to curtail the use of gas up to one hundred (100) percent of the customer's requirements immediately upon oral notice from the department, and after such curtailment to refrain from increasing the use of gas until permitted to do so by the department;
- (4) The service is not available for residential load;
- (5) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas at its plant when not curtailed by the department;
- (6) The customer must have executed a written notice of election to receive interruptible transportation service under this ordinance for a minimum term of twelve (12) months;
- (7) The customer must have executed a Natural Gas Interruptible Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of interruptible transportation service to eligible industrial and commercial customers; and
- (8) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be true-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Minimum bill: For service rendered under this interruptible transportation rate schedule, the minimum monthly bill shall be as set forth in section 13-316(2). However, in order to remain eligible for service under this ordinance, the customer must maintain the minimum volume requirements

for the availability of interruptible transportation service set forth in this section during the term that the service is provided. If the customer fails to maintain such minimum volume requirements during the term of the interruptible transportation service, the department may terminate the availability of service under this ordinance.

Contract period and billing: Contracts shall be for a minimum period of one (1) year with monthly payment for service taken. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's permission during the contract period.

Penalty for unauthorized use: In the event a customer uses gas in excess of the daily volume allowed by the department during a curtailment period, the customer shall pay the amounts set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer. Each such unauthorized use of gas, whether occurring in the same month or in different months of a contract year, shall be subject to a separate penalty.

Daily transportation balancing charges: Customer shall pay a daily transportation balancing charge to the department as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer for variances between the quantities that the customer has scheduled for transportation and the quantities that the customer uses at its plant each day. Customer understands and acknowledges that any takes of gas by customer at its plant on any day that are at variance with customer scheduled quantities on TGP for that day shall be accounted for by TGP as a variance amount under TGP's FERC Gas Tariff and Clarksville's Rate Schedule FT G service agreement with TGP and are subject to the daily load balancing provisions set forth in Section 8 of that rate schedule. As a result, any variance between the quantities of gas redelivered to customer as measured at the meter at customer plant, plus shrinkage, and the quantities of gas scheduled by customer on TGP for delivery to Clarksville, will be automatically injected into or withdrawn from Clarksville's contract storage under its FS MA firm storage agreement with TGP, as applicable for under takes or over takes, respectively. Accordingly, Clarksville shall charge and customer shall pay the daily transportation balancing charges set forth in Section 4.2 of the agreement as compensation to Clarksville for performance of this daily balancing service. The parties understand and recognize that customer intends to schedule on TGP for delivery to Clarksville daily transportation quantities at the beginning of each month that are somewhat in excess, but not greater than ten (10) percent in excess, of customer projected average daily use of gas at the plant, exclusive of shrinkage. It is the parties' intent that through this scheduling protocol, customer shall not at any time take gas supplies owned by Clarksville through automatic withdrawals from Clarksville's FS MA storage or otherwise. In the event customer on any day takes gas in excess of its scheduled quantities and it has not previously built up a balance of gas in Clarksville's FS MA storage sufficient to serve such takes as required by Section 2.4(a) of the agreement, Clarksville shall charge customer a penalty of five dollars (\$5.00) per Mcf in addition to any gas commodity cost, without limitation as to other rights and remedies that Clarksville may have under this agreement. Likewise, if on any day Clarksville takes gas belonging to customer, customer shall charge Clarksville a penalty of five dollars (\$5.00) per Mcf, without limitation as to other rights and remedies that customer may have under this agreement. In addition, customer shall not schedule gas on TGP for delivery to Clarksville in excess of its requirements at the plant such that the cumulative total of gas injected into storage less gas withdrawn from storage exceeds five (5) percent of customer average monthly requirements. In the event customer does so, Clarksville shall charge customer a penalty of fifty cents (\$0.50) per Mcf of such excess gas injected

into storage each day such excess remains in storage. Such charges shall be in addition to all other remedies that Clarksville has and actions Clarksville may take to bring customer back into balance under this agreement.

Monthly gas balancing charges: Monthly balancing of quantities of gas owned by the customer and delivered to the department and the quantities of gas used by the customer and charges associated with such balancing shall be as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer.

The customer understands and recognizes that while variances between customer takes of gas as measured at the meter at its plant, plus shrinkage, and customer scheduled quantities on TGP for delivery at Clarksville's city gate are to be balanced daily under the agreement with respect to the swing transportation and storage service described in Section 2.4(a) of the agreement, and that the resulting daily transportation balancing charges under Section 4.2 of the agreement shall be assessed accordingly, balancing of the quantities of gas consumed by customer, plus shrinkage, and the quantities of gas scheduled for delivery on Clarksville's system by customer shall be performed monthly, not daily. This monthly balancing of the applicable quantities of gas shall be performed in accordance with the provisions of Section 4.3 of the agreement.

The charges and other provisions set forth in Section 4.3 of the agreement shall apply (i) if customer in any month has delivered more gas to Clarksville at Clarksville's city gate than customer has taken at the point of delivery exclusive of shrinkage (a "positive imbalance") or (ii) if customer in any month has delivered less gas to Clarksville's city gate than customer has taken at the point of delivery, plus shrinkage (a "negative imbalance"):

- (a) *Positive imbalances.* If customer at the end of any month has a positive imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to deliver the positive imbalance amount to customer at the point of delivery during the next succeeding month. If the positive imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect (i) to deliver the positive imbalance amount to customer during the next ensuing month or (ii) to pay customer a cash out amount equal to the "low price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (D), as amended.
- (b) *Negative imbalances.* If customer at the end of any month has a negative imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to require customer to make up the imbalance in kind during the next ensuing month. If the negative imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect to require customer (i) to make up the negative imbalance in kind during the next ensuing month or (ii) to pay Clarksville an amount equal to the "high price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (C), as amended.

- (c) *Notification.* At least ten (10) days prior to the end of any month, Clarksville shall notify customer by telephone and by fax which imbalance settlement option it has elected for the following month. Once a method has been selected, it will remain in place until further notice.

Sec. 13-318. - Governmental entity, utility, or cooperative.

To be eligible for firm sales service under this chapter, a governmental entity, public or private utility or public utility cooperative shall meet the following criteria:

- (1) The distribution mains owned and operated by the city gas and water department must be suitable for supplying the desired service; and
- (2) The customer must be a governmental entity, a public or private utility, or a utility cooperative who enter into and executes a written firm natural gas sales agreement with the City of Clarksville.

Sec. 13-319. - Weighted average cost of gas, interruptible service (WACOG).

- (1) *Availability.* The WACOG interruptible gas service rate shall be available for eligible governmental entities, public or private utilities, utility cooperatives, and commercial or industrial customers for all purposes where the city gas and water department's distribution mains are suitable for supplying the desired service. The department shall establish guidelines to determine customer eligibility for this service. The customer shall maintain, in a usable condition, facilities for substitute fuel or shall otherwise make provisions for the curtailment of gas service hereunder and shall agree to use such substitute facilities or curtailment provisions in order to curtail the use of gas up to one hundred (100) percent of the maximum requirements immediately upon verbal notice from the department and, after such curtailment, shall refrain from increasing the use of gas until permitted to do so by the department. It is understood and agreed that the department will have the right to cut off gas service to the customer in the event the customer fails to curtail his use of gas in accordance with the department's verbal notice of curtailment.
- (2) *Rate.* The rate shall be as described in City Code section 13-316(2). Upon the recommendation of the general manager/department head of the gas and water department, the mayor shall have the authority to, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the WACOG natural gas sales agreement entered into between the department and a specific industrial end use consumer under this section as the department and the mayor deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not served by the department.
- (3) *Minimum bill.* For services rendered under the WACOG rate, the minimum monthly bill shall be equal to the monthly meter charge for WACOG customers as listed in section 13-316(2).

- (4) *Contract period and billing.* Contracts shall be for a period of one year with monthly payment of service taken. The customer shall not be allowed to switch from this contract rate during the period covered.
- (5) *Penalty for unauthorized use.* In the event a customer uses gas in excess of the daily volumes allowed by the department during a curtailment period, the customer agrees to pay, in addition to the regular rate, an amount the department is penalized by the supplier and/or pipeline for the twelve-month period immediately following the month in which the breaching of the curtailment agreement occurred. Each unauthorized use of gas, whether occurring in the same month or in different months of a contract year, will be subject to a separate penalty.

Secs. 13-320, 13-321. - Reserved.

Sec. 13-322. - Voluntary designation of money to fund recreational programs, etc. as option on utility bill.

As part of its billing procedures, the gas, water and sewer department shall provide a method by which persons who receive services from the department may voluntarily designate an amount of money in excess of one dollar (\$1.00) to fund recreational programs, facilities, and activities in the City of Clarksville.

If a customer indicates a willingness to contribute any amount pursuant to this section, the amount designated by the customer shall be billed to the customer in the next billing cycle, and shall be remitted to, separately maintained and accounted for in the recreation special revenue fund in accordance with the provisions of Ordinance No. 61-1997-98.

Failure of a customer to honor any commitment made pursuant to this section shall not be grounds for termination of any services to the customer, nor shall the city pursue collection of any unpaid pledges by any manner whatsoever.

The gas, water and sewer department is hereby authorized to charge and collect an administrative fee for implementation of the provisions of this section in an amount not to exceed \$0.10 (ten cents) per transaction. For purposes of this section, "transaction" shall include any activity undertaken by the department to record an individual's intention to contribute to, and collect and remit any monies received in connection with such pledges.

Sec. 13-323. - Natural gas interruptible transportation agreement—Modifications.

The department, the mayor, and the utilities of the city council shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the natural gas interruptible transportation agreement entered into between the department and a specific industrial end use consumer that is eligible for and has elected to receive interruptible transportation service as the department, the mayor, and the utilities committee of the city council

deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not served by the department.

Sec. 13-324. - Sewer backup claims.

- (1) *Purpose.* This section establishes city department of gas and water (hereafter "department") policy and procedures pertaining to payment of claims for sewer backups.
- (2) *Definitions.* As used in this section, "sewer backup" means any backup of sewage from the city owned and maintained sewer system. "Sewer backup" does not include storm water drainage system backups.
- (3) *General responsibility for maintaining sewer service lines.* The department is responsible for maintaining sewer lines, sewer mains, manholes, pump stations and force mains located on city rights-of-way, easements, and city owned property. Maintenance of sewer service lines from the city owned sewer system to a property owner's structure is the responsibility of the property owner.
- (4) *Payment of claims caused by sewer backup.* Subject to any order of a court or administrative tribunal of competent jurisdiction, and in accordance with and to the extent allowed by law, the city/department shall not be responsible for, shall not assume any liability for, and shall not pay any sewer service customer's claim for any damages or costs, direct or indirect, of whatever kind or nature whatsoever, associated in any manner with any sewage backup or blockage onto private property, unless such damages are caused by: (a) a dangerous or defective condition of the city sewer system located on land owned or controlled by the city, to include city rights-of-way and easements, and which such dangerous or defective condition the city/department had actual or constructive notice of prior to the occurrence of the sewer backup damage(s); or (b) the negligence of any city employee(s) acting within the scope of his employment, except as otherwise provided by law. It shall be the responsibility of the sewer service customer making a claim to submit sufficient and satisfactory evidence as determined by the city risk manager or city attorney to substantiate the claim.
- (5) *Procedure.* A department customer seeking to make a claim for sewer backup damages will be advised to submit a written claim to the city risk manager using claim forms as adopted by the risk manager. All claims must be filed within thirty (30) days of the incident/occurrence giving rise to the claim. The risk manager shall investigate the claim and may review same with the department general manager or his designee, and such others as the risk manager may determine appropriate, and may consult with the city attorney, and shall thereafter deny the claim, or approve payment of the claim in whole or in part, as is appropriate under the law and facts of each case and as consistent with the provisions herein, but any payment made shall not exceed the amount permitted by law. The risk manager authority to approve claim amounts shall be the same as that provided in the city internal service fund policy, and the city attorney shall have authority to approve the payment of any claim exceeding the authority of the city risk manager to the same extent as provided in the city internal service fund policy, and the gas and water committee of the city council shall have authority to approve payment of any claim exceeding the authority of the city attorney as established in the city internal service fund policy.

Sec. 13-325. - Authority to negotiate terms and to contract with large industrial consumers of large volumes of natural gas.

Notwithstanding any other provisions in the Official Code of the city to the contrary, the city, through the department of gas and water, shall have the authority to negotiate individual contracts with large industrial or business consumers of natural gas, pertaining to the provision, sale and/or transportation of large volumes of natural gas, and which such contracts may contain terms, provisions and conditions different from or in conflict with other City Code sections pertaining to the provision of natural gas service, to the extent permitted by state and federal law. All such contracts shall be approved by both the mayor and the gas and water committee of the city council or any successor committee or board with authority over the city's department of gas and water. Only those customers with a minimum annual average usage or expected usage of three thousand (3,000) dekatherm per day shall be eligible for consideration under this provision. This provision shall not be construed to require the city to enter into any contract, or to agree to any specific terms, conditions, or provisions, with any natural gas customer.

Chapter 4 - WATER AND/OR SEWER SERVICE TO PARTICULAR AREAS OR SUBDIVISIONS

Sec. 13-401. - Generally.

- (1) *Plans required.* Any person desiring to have water and/or sanitary sewer service made available to a particular area or subdivision shall have detailed plans of the proposed system prepared by a person qualified under the terms of the act creating for the State of Tennessee a state board of architectural and engineering examiners and amendment to the registration law passed in the Tennessee Legislature on February 10, 1970, and shall have the necessary professional seal affixed.
- (2) *Plans to conform to city standards.* The plans of the proposed water and/or sanitary sewer systems shall conform to the regulations and specifications of the City of Clarksville and shall have the approval of the city engineer written thereon.
- (3) *Approval by state agency.* The plans shall meet the designs standards of the Tennessee Department of Environment and Conservation. Approval of the plans must be obtained from the Tennessee Department of Environment and Conservation except cases where the City of Clarksville has been delegated this authority by the Tennessee Department of Environment and Conservation, the city engineer may approve such plans and may collect a plans review fee as established by the public utilities committee, said fee not to exceed the fee that would otherwise be required and charged by the Tennessee Department of Environment and Conservation.
- (4) *Permit.* A permit shall be issued by the city engineer to persons qualified and having a thorough knowledge of utility construction for extensions of and connections to the water and/or sanitary sewer systems of the City of Clarksville including services. This work shall be inspected by the city,

and only after the work has been inspected and all irregularities corrected will the system or lines be served by the City of Clarksville.

- (5) *Cost breakdown; as-built plans.* Upon acceptance of the water and/or sanitary sewer system by the city engineer, the person designing the system or the owner shall furnish the city an itemized cost breakdown of the components of the system and a set of "as-built plans," showing in detail the location of all lines, line sizes, service connections, valves, fire hydrants, manholes, etc. Until these costs and plans are received, service to the system will be denied.
- (6) *Changes.* No changes in construction from that as shown on the plans approved by the city engineer will be allowed without his written permission.
- (7) *Taps.* The City of Clarksville shall make all taps for water service lines, and all sanitary sewer laterals, not larger than six (6) inches, on water and sanitary sewer mains that are accepted and owned by the City of Clarksville.
- (8) *Excavations.* All excavations for the installation, replacement, or repair of water service lines or sanitary sewer laterals located in the paved portions of streets, roads or highways maintained by the City of Clarksville, Montgomery County, or the State of Tennessee shall be backfilled entirely with crushed stone.
- (9) *Tapping fees.* There shall be charged and collected the cost of all taps made by the City of Clarksville and the cost of all service lines or laterals that have been installed by the City of Clarksville prior to any person connecting thereto.
- (10) *CCTV inspection fee.* There shall be a fee established by the general manager, or his designated representative, and approved by the gas and water committee for the cost of closed circuit television inspections and other equipment necessary to perform closed circuit television inspections of sewer lines.
- (11) *Maintenance.* Each customer/owner shall be responsible for the normal routine maintenance and inspection of the sanitary sewer service line serving the property from the building to the point where it connects to the city's main sewer. In cases where the customer or customer's plumber cannot clear the line outside of the customer's property by normal sewer rodding methods or it becomes necessary to replace the noted portion of service line, the city will assume responsibility for major maintenance, repair, or replacement of that applicable portion of the sewer service from the city sewer main to the point it crosses onto the owner's property. Each customer/owner is required at his expense to repair/replace the domestic sanitary sewer service if found defective by the city during inspections of the sanitary sewer system. The city will give written notification of the defective sanitary sewer service to the person responsible under this section for the repair/replacement of the defective domestic sanitary sewer service. Correction shall be made within sixty (60) days after notification. If the correction has not been made within sixty (60) days following the date of notification, the city shall assess a fine in accordance with the general penalty clause of this Code for each day that the repair/replacement has not been made or terminate the water service to the residence.
- (12) *Exceptions to permit requirement.* No permit will be required for work done by employees of the City of Clarksville or by persons having a contract to do such work with the City of Clarksville.
- (13) *Penalty for illegal connections.* Any person who without the knowledge of the city engineer connects to any water and/or sanitary sewer line, or appurtenance thereto that is owned and

operated by the City of Clarksville, shall be guilty of a misdemeanor, and in addition to pecuniary penalties provided in the general penalty clause for this code.

Sec. 13-402. - Connection with the city system and execution of agreements.

Upon the execution of agreements and delivery of the conveyance provided herein, the city shall:

- (1) **Connectors.** Permit the distribution/collector system and/or trunk lines to be connected with the city's water and/or sewer system and be serviced by the distribution/collector system and/or trunk lines after the installation of city-owned water meter for each service.
- (2) **Charges.** Charge for water and/or sewer service at the rate being charged other customers in similar locations.
- (3) The developer of the water and/or sewer system shall be responsible for all costs associated with the water and/or sewer infrastructure or improvements, including both on-site and off-site cost. The city may require that water and/or sewer infrastructure or improvements be designed and installed larger or differently than that immediately necessary (upgrade) to serve the subdivision or area under development in order for any utility or service to be extended to other developments or areas in the future. The developer shall be responsible for the full cost of any upgrades required by the city. However, the developer may be eligible for reimbursement of the cost of the upgrades as provided in section 13-403. At the city's discretion, reimbursement cost, when allowed, shall include all labor, equipment, supplies and other incidentals necessary for construction of the project and shall exclude any engineering, surveying, legal or administrative costs.
- (4) Pump stations and force mains are not allowed if the development can be served by the extension of gravity sewer.
- (5) Should the development require any existing water and/or sewer infrastructure or improvements be upgraded, the developer will be responsible for all of the costs associated with the upgrade to the existing infrastructure or improvements. No reimbursement of any type will be made.

Sec. 13-403. - Eligibility and method of reimbursement.

- (1) **Eligibility.** The developer must strictly adhere to the city's purchasing guidelines (bid process) to qualify for any reimbursement. Reimbursement shall be based on actual costs of the infrastructure or improvements and shall require full supporting documentation to support any request for reimbursement. The only cost that shall qualify for reimbursement is the cost of any upgrade as required in subsection 13-402(3). On projects requiring upgrades, and for which reimbursement is requested, any reimbursement for consideration must be based upon the publicly bid price of the infrastructure or improvements without the required upgrades (base bid) and the publicly bid price of the infrastructure or improvements with the required upgrades. The amount of eligible reimbursement shall be determined by the cost differential calculated by subtracting the base bid amount from the upgrade bid amount.

- (2) *Method of reimbursement.* Projects that meet the eligibility requirements for reimbursement shall be approved by Clarksville Gas and Water prior to the bid process. Upon completion of the project and acceptance by the city, and submittal of all required documentation by the developer, the city and developer shall enter into an agreement that specifies the amount of reimbursement available. A basin fee shall be established for the area that necessitated the upgrades, inclusive of the developer's project based on the future development potential of the area and the cost of the upgrades required. The basin fee shall be in addition to any other fees, rates, or payments required by the city. The basin fees paid to the city in the month prior to connect to the water and/or sewer improvements in the area that necessitated the upgrades shall determine the amount of the monthly reimbursement payable to the developer. When reimbursement is allowed, the developer reimbursement will be monthly for a period not exceeding five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city, or the developer has fully recovered the actual costs eligible for reimbursement, whichever occurs first. Notwithstanding anything herein to the contrary, no reimbursement may be made after the passing of five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city.

Sec. 13-404. - Reserved.

Sec. 13-405. - Areas serviced outside the city.

The city shall be under no obligation to enter into any contract for, or to provide, any water or sewer system or service outside the city limits; however, in areas outside the city limits where the city has utility service rights, the general manager of the department of gas and water, or his/her designee(s) made in writing, may approve the extension of water or sewer service when sufficient capacity exists, or can be feasibly made to exist, and when the extension will benefit the city by increased revenues or the avoidance of future system costs required by annexation. Requests for extension of city water or sewer systems or service outside of city limits shall be made by submittal of construction plans depicting said proposed extension(s) to the gas, water and sewer department. The gas, water, and sewer department shall review the submitted plans and make a decision to approve or disapprove the plans. If approved, said approval shall be for a period of one (1) year beginning on the approval date stamped on the construction plans. An applicant's failure to start construction within one (1) year of approval of construction plans by the gas, water and sewer department shall render the prior approval of extension of water or sewer service null and void. All standards for plans submission, construction, and reimbursement shall be the same as for developments within the city; however, all water and sewer usage rates shall be at the outside-of-city rates.

Sec. 13-406. - City reserves right of eminent domain.

The city reserves all of its rights of eminent domain and condemnation.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Chapter 3 - GAS, WATER, AND SEWER SERVICE REVISIONS

Sec. 13-301. - Rates, service fees, penalties, security deposits, and other charges.

The city council shall approve all rates for gas, water, and sewer service. Service fees, security deposits, penalties, or other charges as authorized herein shall be in the amounts set forth in schedule A below:

Schedule A

New service	
• Water and/or sewer	50.00
• Overtime	100.00
• Gas	50.00
• Overtime	100.00
Interdistrict	125.00
Meter re-read	0.00
Testing/changing meters	125.00
Payment collections	Cost
Returned payment	Amount as authorized by TCA
Reactivation—Business hours	50.00
Reactivation—After hours	100.00
Property Owners Account Program - water/gas	10.00/10.00
Security deposit	

Residential	
• Water and sewer	150.00
• Gas	200.00
Commercial water/gas	250.00/500.00 2x highest bill
Industrial water/gas	250.00/500.00 2x highest bill
Governmental entity, utility, or co-op gas	500.00
Credit Inquiry	6.00

Sec. 13-302. - Waiver of fees, penalties, and other charges.

- (1) The general manager of the department of gas and water, or his/~~her~~ designee(s) made in writing, shall have authority to make monetary adjustments to customer accounts, and to waive fees and penalties incurred by customers, due to errors made by the department.
- (2) The general manager ~~of the department of gas and water~~, or his/~~her~~ designee(s) ~~made~~ in writing, may approve a ~~one-time~~ ~~one-time~~ deposit waiver for a customer whose ~~current~~ account has been deactivated for non-payment ~~provided said customer has paid the utility bill in a timely manner for the immediately preceding thirty-six (36) months.~~ As this waiver is per customer and location, a change in customer's service location shall renew qualification for a one-time deposit waiver.
- (3) As determined by the mayor in writing, in cases of war, rebellion, insurrection, civil emergency, or natural or man-made disaster, the general manager of the department of gas and water may be authorized by the mayor to waive any and all service fees or penalties, and to dispense with the requirement of payment of a security deposit, and to allow the payment of any bills due for service through installment payments, and to suspend the deactivation of accounts or termination of services, for a reasonable period of time to be determined by the mayor, irrespective of any error made by the department, for customers who provide proof of substantial damages or harm to their real or personal property, or significant interruption of their business, due to war, rebellion, insurrection, civil emergency, or natural or made-made disaster, in form satisfactory to the general manager, or his/~~her~~ designee(s) made in writing.
- (4) The general manager of the department of gas and water, or his/~~her~~ designee(s) made in writing, shall have authority to make monetary adjustments to residential customer accounts, and to waive fees and penalties incurred by said customers, which are the result of the customer inadvertently and by whatever means, directing the application of a payment to an account other than the

intended account. Provided however that said payment is in an amount sufficient to satisfy all amounts due on customer's account and further provided that said customer has remained in good standing, to mean no late fees assessed, in the immediately preceding 12-month period. Request for an adjustment must be made within thirty (30) days of the fee or penalty being applied to the account.

Sec. 13-303. - City not liable for failure or condition of service.

According to its source of supply and the condition of its water system, the city will make reasonable effort to furnish water to its consumers. But the city makes no guarantee to anyone as to supplying water nor its condition and it shall not be liable to anyone for any loss or failure or interruption of the supply of water, gas, and sewer service or its condition.

Sec. 13-304. - Authority to curtail or refuse service.

The city reserves the right to restrict, curtail, or refuse water, gas, or sewer service for good and sufficient reasons.

Sec. 13-305. - Ownership and maintenance of gas and water meters.

All gas and water meters hereafter installed, whether within or without the corporate limits of the city, shall be owned, serviced, and maintained by it. All meters whether or not owned by the city, used for measuring gas or water furnished by it, shall be subject to the city's inspection at all times, and shall be maintained, serviced, and repaired by it.

Sec. 13-306. - Tampering with equipment or meters.

- (1) No authorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any equipment, structure, appurtenance, or water or gas meter which is part of the water and/or gas department works of the City of Clarksville.
- (2) Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

Sec. 13-307. - Right to inspect property.

Insofar as its rights and liabilities are concerned, the city shall have the right at reasonable hours to inspect properties to which it supplies water, gas, and sewer service.

Sec. 13-308. - Application for service; service fees; security deposits; ~~property owners account program~~; interdistrict fees; ~~outstanding balances~~.

- (1) Application for water, gas, and sewer service shall be made at the Clarksville Department of Gas and Water. A service fee for each applicable service shall be charged to each new customer, and to existing customers moving to a new location within the service area. A new customer shall be defined as a customer requesting service that has not had service from CGW, ~~as determined by current customer service software within the immediately preceding twelve-month period~~. In the event a customer requesting service is determined not to be a new customer, the deposit requirements set forth in subsection 13-308(2) shall apply.
- (2) In addition to any applicable service fees provided for herein, a security deposit to ensure payment for services for any service to be provided ~~shall~~ **may** be charged to each new customer ~~and/or~~ any customer whose account has been deactivated for non-payment. Said security deposit shall be in an amount as approved by ordinance of the city council. ~~Upon application for service by a new customer, said security deposit shall be payable in one lump sum.~~ The following security deposit criteria shall be applicable for each customer class:
 - (a) Residential: In lieu of a deposit, applicants for residential service as a new customer may request a credit inquiry to determine the required deposit amount. For residential customers, said security deposit may also be paid in three (3) equal monthly installments, in which case the first installment payment shall be due upon application for service. A fee as set forth in schedule A shall be charged per credit inquiry. Said security deposit shall be credited to the customer's account after four (4) continuous years of payment history with no intervening inactivation of the customer's account for nonpayment for service ~~at a single service location~~. Any inactivation of the customer's account for nonpayment, ~~or a change in a customer's service location~~, shall be cause to restart the computation of the ~~three-year~~ **four-year** time period for return of a customer's security deposit. ~~A change in customer's service location shall not interrupt accumulation of continuous years of payment history.~~
 - (b) Commercial/Industrial: Upon application for service by a new commercial or industrial customer, a security deposit shall be payable in one lump sum. All commercial and/or industrial customers will be required to pay a security deposit for each water and/or gas service, including each location of a chain-type business or similar businesses owned by same individual(s), company, and/or corporation. Said security deposit shall be the greater amount of either two (2) times the highest billed or estimated month amount or \$250.00 for water and/or \$500.00 for gas. Two (2) times the highest billed or estimated month amount shall be determined by billing history of previous owner of same or similar business, similar chain-type business at different location, and/or engineering/plumbing estimate submitted for site/utility plan. Said security deposit will be maintained for the lifetime of the service, to be credited and/or returned only upon termination of said service.
- (3) A service fee may also be charged as necessary to cover the costs of re-reading meters which were initially read correctly, testing and changing meters which are determined to be accurate, and for collecting funds for checks and bank drafts that have been returned due to insufficient funds in the customer's bank account or financial institution.

- (4) Upon application of a property owner and/or property manager, the general manager for the department of gas and water, or his/her designee(s) established in writing, may enter into an agreement with said property owners and/or managers automatically transferring responsibility of active services from a departing tenant to said property owner and/or manager. Upon execution of agreement, the owner/manager agrees to pay a security deposit, in full, for each water and/or gas service established. No installment payments shall be allowed. Upon execution of agreement, the owner/manager agrees to pay the property owners account program fee, per gas and/or water service, for each account meter to be read, service left on, and account transferred into owner's/manager's name when at such time a tenant properly terminates said service(s). Upon execution of agreement, the owner/manager shall be responsible for all usage, including all associated charges and fees, once a tenant notifies the gas and water department to terminate service(s). If a service in a tenant's name is deactivated for nonpayment, normal services fees shall apply. If a service in an owner's/manager's name is deactivated for nonpayment, normal services fees shall apply and a security deposit shall be charged. If any account in a property owner's/manager's name, and associated with this property owners account program, remains unpaid exceeding thirty (30) days beyond the billing due date, all normal fees and security deposits shall apply and all properties in said owner's/manager's name, and within said program, will be immediately removed from the property owners account program.
- (5) An interdistrict fee for each applicable sewer service located in an adjoining utility district, as provided for by an interlocal agreement between the city and such utility district, shall be charged to each new sewer customer and to existing sewer customers moving to a new location within the utility district. The general manager/department head of the department of gas and water, or his/her designee made in writing, shall have authority to waive this fee incurred by a customer who has provided satisfactory evidence that they are the surviving spouse of a deceased current customer.
- (6) All customers shall be required to pay any and all outstanding balances from existing and/or past accounts, in perpetuity, prior to being allowed to establish service.

Sec. 13-309. - Fee for new connections; service line.

- (a) (1) The city shall charge connection fees for each metered customer added to the water and/or sewer system. Connection fees for all new construction shall be due and payable at the time the plumbing permit for connecting the structure to the outside water and/or sewer service is issued. No such permit shall be issued unless the connection fee is paid first. The following schedules shall be used for the various classifications of customers.
- (2) Water and sewer connection fees for all new residential construction shall be based on the number of square feet of heated living area contained by the new construction. The area is to be computed as defined by the Veterans Administration. Mobile homes and other prefabricated structures that are moved onto a building site shall also be classified as new residential construction for this purpose. The fee per unit shall be as follows:

New residential construction water connection fee: Twenty cents (\$0.20) per square foot.

New residential construction sewer connection fee: Eighty cents (\$0.80) per square foot.

- (b) If inspection reveals a misrepresentation or understatement of the actual area of the permitted structure by an amount greater than five (5) percent, an adjustment of the fee shall be made and the additional area shall be charged to the holder of the building permit at twice the normal rate.
- (c) Water and sewer connection fees for existing residential construction and for new and existing commercial and industrial construction shall be based on the size of the primary water meter(s) serving the customer according to the following schedule:

Meter Size	Water Connection Fee	Sewer Connection Fee	
		New Construction	Existing Construction
¾"	\$ 400	\$ 800	\$ 600
1"	800	1,500	1,000
1½"	1,200	2,500	2,000
2"	1,800	4,000	2,500
3"	2,500	5,000	3,000
4"	3,500	8,000	5,000
6"	6,000	12,000	8,000
8"	10,000	20,000	15,000

- (d) (1) Secondary meters, yard, and irrigation meters: In addition to the primary meter supplying the customer, meters may be installed to record water flows such as for yard irrigation which do not enter the sewer system and consequently these flows do not result in a sewer charge. Secondary meters may also be installed to separate flows that formerly went through one meter such as when a master meter for an existing apartment complex is replaced by individual meters. Each additional meter is charged only the following fee.

- (2) Water connection fee for yard/irrigation meters for new and existing construction and for other secondary meters that are added to existing customers to separate flows for billing purposes:

Meter Size	Meter Fee
¾"	\$200.00

1"	250.00
1½"	500.00
2"	800.00
3"	2,000.00
4"	3,500.00
6"	5,000.00

(e) (1) Connection fees are not charged where existing services are being replaced unless such replacement results in an increase of meter size in which case a fee is charged equal to the difference between the connection fees for the original meter size and the fee for the new meter size.

(2) Connection fees are not charged where the applicable service is connected directly to a water or sewer main installed with Federal Community Development Grant funds.

(3) The above connection fee prices include the cost of the meter and the charge for tapping the main where applicable. The city shall make all water and sewer taps on mains that have been accepted by the city for operation and maintenance. The customer shall be responsible for all excavation, provision, and installation of tap materials, and backfilling. Taps on new main installations not yet accepted by the city shall be made by the installing contractor.

(f) In cases where a tap on a city main is made without the requirement for a meter, such as for main extensions or a fire service line, a connection fee is charged as follows:

Water Tap Size	Fee
¾"	\$150.00
1"	200.00
2"	250.00
3"	300.00
4"	350.00
6"	450.00

8"	650.00
10"	750.00

- (g) (1) Buildings requiring a fire service line six (6) inches in size or less, shall be required to pay a connection fee as set forth in subsection F above. A backflow prevention device meeting the requirements of Title 8, Section 8-407(2), (3) of the Clarksville Municipal Code shall be installed at the property boundary and become part of the fire system. The chief utility engineer, at his sole discretion, may require the fire line be metered when it is determined to be in the city's best interest to do so.
- (2) Buildings requiring a fire service line greater than six (6) inches shall be required to meter such service as well as meet the requirements of subsection (g)(1) above and pay a connection fee based on cost plus ten (10) percent. The cost includes the cost of the meter, all appurtenances, and a tapping fee as established in subsection F above.
- (3) All fire service lines shall be separate and independent of any other water service line to the property/building.
- (h) Connections to city water mains by manipulating valves and adding fittings may be performed only when approved by the city engineer. Such approval shall not relieve the contractor of notifying any affected customer, nor of any other associated liability. Such connections shall be without charge unless a meter is required, in which case the appropriate water connection fee will be charged to the individual installing the meter set-up.
- (i) Meter box fees will be charged for all new meter installation including secondary meters based on actual cost plus ten (10) percent.
- (j) Connections to city sewer mains or manholes for the purpose of extending a main or replacing a service shall not be subject to a connection fee. Any new service extending from such a main or manhole shall be subject to the appropriate sewer connection fee. When a sewer tap is required on an existing main, it will be made by the city. The cost of such sewer tap is considered to be included in the applicable connection fee. If a tap is required to replace an existing service, an additional connection fee is not charged, but a tapping fee of fifty dollars (\$50.00) shall be charged.
- (k) Natural gas service and main extensions.
 - (1) Customers that have an existing service line up to their premises will only have to apply for proper permit and pay connection fee. Add-ons to present meters will be limited to permit and connection fee requirements.
 - (2) Customers' requests for relocation of mains, service lines, meters, or other services will be honored by the gas department. Property owners or contractors will be charged total costs for this type work.
 - (3) For each gas service connection, the customer shall apply for service at the Clarksville Gas and Water Department and pay twenty-five dollars (\$25.00) for each service line application. This application fee will be refunded if the customer wishes to withdraw their application. The

application fee may be transferrable to the connection fee, if the tenant is the person whose name appears on the application.

- (4) For new service line requests, the customer or contractor shall be required to pay a gas service connection fee plus a tapping fee of one hundred fifty dollars (\$150.00), which includes the first one hundred fifty feet (150) of the gas service line from the main to the meter as follows:

Service line size:

¾-inch and 1-inch—for base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service line.

¾-inch and 1-inch—For less than base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service lines. No refunds of tapping fee will be made to the customer.

Larger than 1-inch—The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged the actual cost to install the additional service line.

- (5) Base-load gas installations: For the purpose of determining who qualifies for base-load gas incentives, the base-load gas installation is defined as follows:

Residential: Water heating, gas air conditioning, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Commercial: Water heating, gas air conditioning, cooking, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Industrial: Water heating, gas air conditioning, or in the processing of manufacturer's materials or goods (to adequately increase base-load requirements) as deemed acceptable by the manager gas division.

Incentives: New residential/commercial customers who install new base-load gas appliances will be offered incentives per gas appliance. Existing customers who change over from electric/propane to base-load gas appliances will be offered the same incentives per gas appliance. The manager of the gas division and the general manager of the gas and water department shall offer these incentives throughout the year and for scheduled time periods as deemed appropriate by the manager of the gas division and the general manager of the gas and water department and approved by the mayor and the public utilities committee.

- (6) Main extensions for City of Clarksville: The first three hundred (300) feet will be installed at no cost to the customer. Any footage installed in excess of three hundred (300) feet will be required to make a contribution in aid of construction equal to three dollars (\$3.00) per foot. No refunds will be made for future customer connections to the gas main.
- (7) Main extensions for outside City of Clarksville: The first two hundred (200) feet will be installed at no cost to the customer. Any footage installed in excess of two hundred (200) feet

will be required to make a contribution in aid of construction equal to five dollars (\$5.00) per foot. No refunds will be made for future customer connections to the gas main.

- (8) Main extensions for large commercial or industrial customers: Gas service lines or gas main extensions to large commercial or industrial customers that require service line or gas main extensions, additions, or improvements to the Clarksville Gas Department's distribution system will be furnished by the gas department if the main extension is deemed economically feasible by the manager gas division and/or general manager of Clarksville Gas and Water.
- (9) Main extensions—General:
 - a. Customers who sign up for a main extension must be prepared to receive flowing gas through their meters within one hundred eighty (180) calendar days. If the customer does not meet this requirement due to environmental or geographic constraints, then he may request a thirty-day extension from Clarksville Gas and Water. If the customer does not have gas flowing through his meter within the required time frame, then the customer shall bear the entire cost of the main extension.
 - b. The Clarksville Gas Department reserves the right to determine the size of all gas main extensions. Gas main costs to the customer shall be based upon a two-inch polyethylene gas main. All gas mains installed larger than two (2) inches in diameter, or gas mains installed made with steel, are installed for the future benefit of the gas system or to improve pressure. When an extension requires a gas main in excess of two (2) inches in diameter or one made of steel, the Clarksville Gas Department will pay the difference between the cost of a two-inch polyethylene gas main and the actual cost of the new gas main to be installed.
 - c. All gas main extensions, additions, or improvements shall become the property of the Clarksville Gas Department, as they are installed, even though all or some part of the cost thereof is paid by parties other than the Clarksville Gas Department.
- (10) New subdivisions City of Clarksville: The gas department will install distribution mains within new subdivisions if an agreement between developer, home builder, and the gas department can be finalized, guaranteeing that a sufficient number of housing units will be installed to meet the following requirements:
 - a. Housing units will meet the definition of base-load gas installation.
 - b. Housing units will be constructed within piped areas designated for natural gas use.
 - c. A minimum of one housing unit will use natural gas for each three hundred (300) feet of main installed to serve the subdivision.
 - d. Certain areas within the subdivision may be designated for natural gas use.

The manager gas division and/or the general manager of Clarksville Gas and Water can approve exceptions or variances to these requirements.

- (11) The manager gas division and the general manager of [Clarksville] Gas and Water shall only authorize service to subdivisions outside the City of Clarksville where it is an economical advantage to the City of Clarksville to do so. Service to subdivisions that is not economically advantageous to the City of Clarksville, but may have other advantageous value, may be

approved by the gas, water and wastewater committee of the city council. Service lines into subdivisions shall be installed under the guidelines set previously in this policy.

- (12) The gas department, at its discretion, may install segments of distribution piping that would be an asset for future development. The gas department reserves the right to refuse service to any customer under this policy who is remotely located from existing facilities that service would not be economically feasible.

(13) Refund policy:

- a. Customers who make contributions in aid of construction shall not be entitled to refunds from main extensions (for additional customer additions to main) under the new main extension policy.
- b. Refunds for customers who made contributions in aid of construction prior to the new main extension policy and Ord. No. 7-1997-98, but after Ord. No. 4-1990-91, will be due refunds as follows:
 - (i) Customers who make contributions in aid of construction shall be entitled to refunds, if within three (3) years after construction additional customers services are connected to their specific gas main extension. In no case shall the customer making the payment be refunded more than he paid. The amount of the refund shall be two hundred dollars (\$200.00) for each additional total gas customer and one hundred dollars (\$100.00) for each less than total gas customer. If more than one customer makes contributions in aid of construction, the total refund shall be proportionately divided according to the original contributions.
 - (ii) There shall be no duplication of reimbursements, i.e., customers added to additional extensions of a gas main shall be a part of a separate contract and not included in calculating reimbursements for the initial extension.
 - (iii) The previous policy and its reimbursement features are effective only for mains that are extended subsequent to the effective date of Ord. No. 4-1990-91 and prior to this new main extension policy and Ord. No. 7-1997-98.

- (14) A customer requesting the installation of an excess flow valve will be responsible for the payment of the actual cost associated with the installation of the excess flow valve and cost associated with the maintenance, if any, of the excess flow valve.

(I) Hazelwood Drainage Basin (HDB):

- (1) A special sewer assessment district is hereby established to be known as the Hazelwood Drainage Basin (HDB) and more fully defined as the general area outlined on exhibit "A." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be one thousand five hundred dollars (\$1,500.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.

- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel Room (each)	One-half (½) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half (½) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space
Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Hazelwood

Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

(m) Oakland Road Drainage Basin:

- (1) A wastewater drainage basin is hereby established to be known as the Oakland Road Drainage Basin and more fully defined as the general area outlined on exhibit "B." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be two hundred seventy-five dollars (\$275.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.
- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel room (each)	One-half (½) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half (½) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space
Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit

	per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Oakland Road Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

Sec. 13-310. - Reserved.

Sec. 13-311. - Compliance with building code required.

No water, gas, or sewer service from the city's distribution system shall be made available to any buildings hereafter constructed within a radius of five (5) miles of the corporate limits that do not conform to the city's building code. **All private gas, water, and sewer services, for any buildings, to include residential structures, served by the city's distribution or collection systems, shall be inspected by the city's building codes department.**

Sec. 13-312. - Water and sewer rates; basis for charges; surcharges.

- (1) *Water rate schedules.* Effective July 1, 2008 a customer charge shall be charged each month based on meter size in accordance with water rate schedule A, section II. In addition usage fees shall be charged in accordance with water rate schedule A, section I.

The following definitions shall be used to determine the applicable rate code:

Residential service means single private residences, including separate private units of apartment houses and other multiple dwellings, actually used for residential purposes, which are separately

metered. A dwelling shall be considered nonresidential which has more than one apartment or condo on the same meter. A residential dwelling shall be considered commercial if in the water department's judgment such dwelling and/or usage is identifiable as being used primarily (more than fifty (50) percent) for business or professional purposes.

Commercial service and small industrial means customers engaged in selling, warehousing, or distributing a commodity or service in some business activity or profession or in some other form of economic or social activity. For example, and not by way of limitation, all local, state and federal governmental agencies, any organizations or institutions whether profit or non-profit, with uses other than those involving industrial or residential requirements are classified as commercial customers. Also included are offices, stores, schools, dormitories, hotels, restaurants, apartment houses, religious institutions, orphanages, clubs, boarding and rooming houses, communes, motor courts, camps, and rehabilitation organizations.

Industrial service means customers primarily engaged in a process that creates or changes raw or unfinished materials into another form or product, including the generation of electric power and who's usage exceeds a minimum of seven hundred fifty thousand (750,000) gallons of water per month as averaged over the previous twelve (12) months. Should the usage fall below seven hundred fifty thousand (750,000) gallons per month the customer shall be reclassified as a commercial service and small industrial customer and charged accordingly. The customer will be eligible for reclassification following twelve (12) consecutive months of water usage in excess of seven hundred fifty thousand (750,000) gallons of water per month.

WATER RATE SCHEDULE A
WATER RATES AND FEES
EFFECTIVE AUGUST 9, 2008

Section I. Usage Fees (per 1,000 gallons):

Residential	(Inside City)	\$3.54
	(Outside City)	\$7.08
Commercial	(Inside City)	\$3.54
	(Outside City)	\$7.08
Industrial	(Inside City) Rate shall be based on the latest audited operation and maintenance cost for production and supply (including the greater of depreciation or debt service principle).	
	(Outside City)	1.3 times inside city Industrial rate

Section II. Customer charge (per month):

Meter Size	
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Up to ¾"	\$3.00
1"	5.00
1½"	10.00
2"	16.00
3"	44.00
4"	84.00
6"	175.00
8"	175.00
10"	175.00
12" or larger	Negotiated

(2) *Basis for sewer charges.* The volume of water usage shall be the basis for sewer usage charges unless special metering is installed by the customer, with the prior approval of the utility department, to otherwise determine the volume of water that is being discharged to the sewer. The customer shall be responsible for the maintenance and accuracy of said meter. In the event of a discrepancy in the volume of wastewater metered by said device, the combined volume of potable water measured during the billing period shall be used as the basis for the sewer charges.

(3) *Sewer rate schedules.* The charge for sewer usage or availability shall be in accordance with the following rate schedules:

For residential, commercial, and small industrial customers:

	Per 1,000 gallons (Effective July 1, 2013 to June 30, 2014)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.14	\$11.44
All over 2,000	6.14	10.23

	Per 1,000 gallons (Effective July 1, 2014 to June 30, 2015)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.73	\$12.53
All over 2,000	6.73	11.20

	Per 1,000 gallons (Effective July 1, 2015 to June 30, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 7.37	\$13.72
All over 2,000	7.37	12.26

	Per 1,000 gallons (Effective July 1, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 8.07	\$15.02
All over 2,000	8.07	13.43

The minimum bill per month shall be based on two thousand (2,000) gallons.

All industrial customers using a minimum of three hundred thousand (300,000) gallons of water per month shall be charged a rate per one thousand (1,000) gallons based on the cost per one thousand (1,000) gallons for operation, maintenance, and replacement of the sewer treatment plant according to the latest audit. This rate will be automatically revised each year upon receipt of the annual audit to reflect any changes.

Outside city industrial customers:

First 300,000 gallons 1.3 x inside city industrial rate

Next 700,000 gallons 1.2 x inside city industrial rate

Next 2,000,000 gallons 1.1 x inside city industrial rate

All over 3,000,000 gallons 1.0 x inside city industrial rate

The minimum monthly bill for the industrial rate will be based on three hundred thousand (300,000) gallons.

(4) ~~Adjustment of bill. The minimum sewer bill for all sewer customers shall be as stated in subsection (3). There shall be no maximum bill; however, the gas and water department may be allowed to adjust bills as circumstances require using the minimum cost established by audit. Where isolated high bills result which can be proved not actually to have increased the normal sewerage flow, the excessive amounts may be eliminated. Reserved.~~

(5) *Surcharge.* The surcharge for persons discharging excessive quantities and concentrations as established in the sewer use ordinance shall be as follows:

*Surcharge
per pound*

BOD in excess of 300 mg/l \$0.08

Suspended solids in excess of 325 mg/l 0.08

Oils and grease in excess of 100 mg/l 0.08

(6) *Review of charge system.* The water and sewer use charge system shall be reviewed annually and revised periodically by the city council as required in order to generate sufficient revenue to pay for the cost of operation, maintenance, and replacement of the water and sewer systems.

(7) *Environmental compliance fee.* Each sewer customer shall be charged an environmental compliance fee of three dollars (\$3.00) per month effective July 1, 2005, four dollars (\$4.00) effective July 1, 2006, and five dollars (\$5.00) per month effective July 1, 2007. This fee is to be charged to each sewer customer in addition to their normal sewer usage and without regard to the volume of sewerage generated by the customer. It is intended to generate funds to offset mandated environmental expenses of the sewer system that do not otherwise lend to generating revenues.

(8) *Backflow prevention testing fee.* Each commercial, industrial and residential customer who is required under section 8-407 to install and maintain a backflow prevention device shall be charged a backflow prevention testing fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new and annual backflow prevention tests. The first

re-inspection of failed backflow tests will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.

- (9) *Grease management inspection fee.* Each customer who is required under section 13-702 to install and maintain a grease trap and/or inceptor shall be charged a grease management inspection fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new, semi-annual and annual inspection. The first re-inspection of a failed inspection will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.

Sec. 13-313. - Bill payment; late payment penalty; account deactivation/reactivation service fee.

- (1) Charges for gas, water, or sewer services shall be due as shown on a customer's bill and payable at the department of gas and water. If a customer's account balance is not paid in full by the ~~20th day following the due~~ date of the bill, a ten (10) percent late payment penalty shall be assessed. Thereafter, if a customer's account balance is not paid in full by the ~~30th~~ 10th day following the due date of the bill, the customer's account will be deactivated. Thereafter, no gas or water will be furnished to the customer until the customer has paid all amounts due for gas, water, or sewer service, plus a service fee for reactivating the customer's account. The department shall be entitled to recover all costs of collection of delinquent accounts, including attorney fees.
- (2) Notwithstanding the forgoing, the State of Tennessee and its political subdivisions and departments, the Federal Government and its departments (to include, but not limited to the Department of Defense and the Department of the Army) shall pay in full by the ~~30th day following the due~~ date of the bill, ~~being 30 days following the calculation of such,~~ or as otherwise may be agreed upon by the city and the other governmental entity in a written agreement.

Sec. 13-314. - ~~Leakage Bill~~ adjustments for water and/or gas leakage, installment plans, lawn watering, pool filling, etc.

The gas and water department may adjust bills as circumstances require, using the minimum cost established by audit and/or calculations as described below:

- a) *Water leakages.* Upon application of a customer, the department of gas and water may make adjustments to a customer's ~~water and/or~~ sewer bill for water leaks occurring through the customer's piping, ~~in cases where it can be determined that said water leakage did not actually enter the sewer system. Prior to making any such adjustment, the customer shall be required to provide documentation to prove that the leak has been repaired. Any water bill adjustment shall be limited to adjusting the billing rate for water usage above the average usage, as calculated below, to the actual cost of the water used as determined by the most recent annual audit. The sewer bill, in cases where it can be determined that the water leakage did not actually enter the wastewater system, may also be adjusted by the department of gas and water. The usage Adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the~~

customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. ~~One~~ Two (2) adjustments per ~~calendar year~~ twelve (12) month period may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The general manager for the department of gas and water, or his/her designee(s) established in writing, may approve ~~a payment~~ an installment plan for payment of a customer's bill in cases involving a leakage adjustment. No water leakage installment plan shall continue for longer than six (6) calendar months. Prior to making any such adjustment and/or installment plan, the customer shall be required to provide documentation to prove that the leak has been repaired.

- (b) *One-time high water bill installment plan.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may approve ~~a payment~~ an installment plan for payment of a customer's water bill in cases involving ~~an "unexplained high water bill."~~ An "unexplained high water bill" is defined as an unexplained water usage ~~five (5)~~ three (3) times the previous twelve (12) months monthly average usage. One (1) ~~payment~~ installment plan per account may be allowed ~~for an "unexplained high water bill."~~ per twelve (12) month period, which may include a maximum of two (2) consecutive billing cycles. No one-time high water bill installment plan shall continue for longer than six (6) calendar months.
- (c) *Back billing installment plan.* Upon application of the customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, shall approve an installment plan for payment of a customer's water bill in cases involving back billing of previously unbilled usage. A back billing installment plan shall be allowed for a period of time equal to, but no longer than, the determined extent of time taken to accrue the calculated amount of unbilled usage.
- (d) *One-time lawn watering.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of establishing the lawn of a newly constructed home or re-establishing the lawn of an existing home. One adjustment may be allowed for the contractor, during construction of said home, and one for the customer, after account has been transferred into said customer's name. This adjustment is only valid within the first year of owning a new or existing home. Proof of purchase of seed or sod must be provided.
- (e) *Pool filling.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of filling a swimming pool. One (1) adjustment per calendar year may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The meter-readings at the beginning and conclusion of the pool filling or the gallon capacity of the pool shall be requested from the customer. In the event that the customer cannot provide this information, adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Fish ponds, hot tubs, kiddie pools, fountains, pet or animal waterers, power washers, and like types of structures and/or uses are excluded from qualification for this adjustment.
- (f) *One-time pool repair.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's

sewer bill for additional water used in association with a swimming pool repair. As one adjustment may be allowed per customer and location, a change in customer's service location shall renew qualification for this one-time adjustment. Proof or documentation of repair must be provided.

- (g) *Gas leakages.* There shall be no adjustment made to a customer's gas bill for natural gas leaks. In cases where the gas service is off, locked, and the service valve does not hold, the gas charge may be adjusted off by general manager for the department, or his/her designee(s) established in writing.

Sec. 13-315. - Authorization for pass through adjustment.

The CGW Chief Financial Officer and the Gas Manager are hereby authorized to pass gas cost adjustments on to customers, whether increases or decreases, from the supplier of the city gas system to maintain the balanced efficiency of the gas department.

The PTA adjustment is intended to assure that the city gas and water department adjusts for these volatile changes in the commodity cost of gas.

The "commodity" cost of gas is the city gas and water department monthly city gate cost of gas. This includes the actual gas cost plus the interstate pipeline volumetric and storage costs involved in transporting the gas from the source of supply to our city gate regulator station.

The PTA will be calculated monthly on the last business day of each month to be applied to the first billing that follows.

Any balance over or under recovery of gas cost at the end of each month may be passed through the subsequent month PTA accordingly.

Sec. 13-316. - Gas services.

- (1) *Availability.* Gas shall be available to any customer as defined in section 13-312 where the department's distribution mains are suitable for supplying the desired service. A building, for purposes of gas service, shall be considered nonresidential which has more than four (4) units. Commercial and industrial customers will be supplied only through a single metering point. The commercial and industrial rate shall be available to individual apartment houses where service is supplied to more than one family unit through a single meter. The High Load Factor rate schedule shall be available to any commercial or industrial consumer using natural gas principally for process steam generation, manufacturing purposes, or any other base-load application, and where the use of gas for space heating is only incidental. This rate is not available to consumers whose use of gas during the months of least consumption is less than fifty (50) percent of the use of gas during the month of greatest consumption. The department reserves the right to place customers in the appropriate rate schedule based on usage history.
- (2) *Rates.* The following rates shall be applicable for each customer class, effective March 1, 2020:
- Residential inside city

Monthly meter charge \$12.050

Usage charge (per 100 cf) \$0.088

Commodity charge (per 100 cf) Based on actual cost of gas

Residential outside city

Monthly meter charge \$17.600

Usage charge (per 100 cf) \$0.110

Commodity charge (per 100 cf) Based on actual cost of gas

Commercial and industrial inside city

Monthly meter charge \$37.410

Usage charge (per 100 cf) \$0.144

Commodity charge (per 100 cf) Based on actual cost of gas

Commercial and industrial outside city

Monthly meter charge \$44.890

Usage charge (per 100 cf) \$0.173

Commodity charge (per 100 cf) Based on actual cost of gas

High load factor

Monthly meter charge \$211.000

Usage charge (per 100 cf) \$0.048

Commodity charge (per 100 cf) Based on actual cost of gas

Firm transportation

Monthly meter charge \$497.26

Usage charge (per 100 cf) \$0.038

Demand charge (per 100 cf/month) \$0.170

Interruptible transportation

Monthly meter charge \$497.26

Usage charge (per 100 cf) \$0.038

Firm governmental entity, public or private utility or utility cooperative

Monthly meter charge \$12.050

Usage charge (per 100 cf) \$0.088

Commodity charge (per 100 cf) Based on actual cost of gas

WACOG

Monthly meter charge \$497.26

Usage charge (per 100 cf) \$0.033

Commodity charge (per 100 cf) Based on actual cost of gas

- (3) *Minimum bill.* For all services rendered, the minimum bill shall be equal to the monthly meter charge as applicable to each customer class per meter. The demand charge for firm transportation customers shall be as set forth in section 13-317(a).

Sec. 13-317. - Firm and interruptible transportation.

(a) *Firm transportation.*

Availability: To be eligible for firm transportation service under this section, customers must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas;
- (4) The customer must have executed a written notice of election to receive firm transportation service under this ordinance for a minimum term of twelve (12) months;
- (5) The customer must have executed a Natural Gas Firm Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of firm transportation service to eligible customers; and
- (6) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be true-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Rates: For each month of service provided during the term of the Natural Gas Firm Transportation Agreement the customer shall pay the rates set forth in that agreement and under section 13-316(2), including charges for firm transportation, for authorized interruptible overrun service, for daily and monthly balancing and for certain charges imposed by third parties.

Minimum bill: For service rendered under this section, the minimum monthly bill shall be the monthly demand charge as set forth in section 13-316(2) and shall be applied to the level of the customer's maximum daily quantity, which quantity will be the same for each month for the term of the Natural Gas Firm Transportation Agreement and will be set forth in that agreement.

Contract period and billing: Contracts shall be for a minimum period of one (1) year. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's written permission during the contract period.

(b) *Interruptible transportation.*

Availability: To be eligible for interruptible transportation service under this section, a customer must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service and must not displace firm load;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must maintain in a usable condition facilities for substitute fuels or otherwise make provision for the curtailment of gas service and must agree to use such substitute facilities or other provision for curtailment of gas service in order to curtail the use of gas up to one hundred (100) percent of the customer's requirements immediately upon oral notice from the department, and after such curtailment to refrain from increasing the use of gas until permitted to do so by the department;
- (4) The service is not available for residential load;
- (5) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas at its plant when not curtailed by the department;
- (6) The customer must have executed a written notice of election to receive interruptible transportation service under this ordinance for a minimum term of twelve (12) months;
- (7) The customer must have executed a Natural Gas Interruptible Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of interruptible transportation service to eligible industrial and commercial customers; and
- (8) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be trueed-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Minimum bill: For service rendered under this interruptible transportation rate schedule, the minimum monthly bill shall be as set forth in section 13-316(2). However, in order to remain eligible for service under this ordinance, the customer must maintain the minimum volume requirements for the availability of interruptible transportation service set forth in this section during the term that the service is provided. If the customer fails to maintain such minimum volume requirements during the term of the interruptible transportation service, the department may terminate the availability of service under this ordinance.

Contract period and billing: Contracts shall be for a minimum period of one (1) year with monthly payment for service taken. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's permission during the contract period.

Penalty for unauthorized use: In the event a customer uses gas in excess of the daily volume allowed by the department during a curtailment period, the customer shall pay the amounts set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer. Each such unauthorized use of gas, whether occurring in the same month or in different months of a contract year, shall be subject to a separate penalty.

Daily transportation balancing charges: Customer shall pay a daily transportation balancing charge to the department as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer for variances between the quantities that the customer has scheduled for transportation and the quantities that the customer uses at its plant each day. Customer understands and acknowledges that any takes of gas by customer at its plant on any day that are at variance with customer scheduled quantities on TGP for that day shall be accounted for by TGP as a variance amount under TGP's FERC Gas Tariff and Clarksville's Rate Schedule FT G service agreement with TGP and are subject to the daily load balancing provisions set forth in Section 8 of that rate schedule. As a result, any variance between the quantities of gas redelivered to customer as measured at the meter at customer plant, plus shrinkage, and the quantities of gas scheduled by customer on TGP for delivery to Clarksville, will be automatically injected into or withdrawn from Clarksville's contract storage under its FS MA firm storage agreement with TGP, as applicable for under takes or over takes, respectively. Accordingly, Clarksville shall charge and customer shall pay the daily transportation balancing charges set forth in Section 4.2 of the agreement as compensation to Clarksville for performance of this daily balancing service. The parties understand and recognize that customer intends to schedule on TGP for delivery to Clarksville daily transportation quantities at the beginning of each month that are somewhat in excess, but not greater than ten (10) percent in excess, of customer projected average daily use of gas at the plant, exclusive of shrinkage. It is the parties' intent that through this scheduling protocol, customer shall not at any time take gas supplies owned by Clarksville through automatic withdrawals from Clarksville's FS MA storage or otherwise. In the event customer on any day takes gas in excess of its scheduled quantities and it has not previously built up a balance of gas in Clarksville's FS MA storage sufficient to serve such takes as required by Section 2.4(a) of the agreement, Clarksville shall charge customer a penalty of five dollars (\$5.00) per Mcf in addition to any gas commodity cost, without limitation as to other rights and remedies that Clarksville may have under this agreement. Likewise, if on any day Clarksville takes gas belonging to customer, customer shall charge Clarksville a penalty of five dollars (\$5.00) per Mcf, without limitation as to other rights and remedies that customer may have under this agreement. In addition, customer shall not schedule gas on TGP for delivery to Clarksville in excess of its requirements at the plant such that the cumulative total of gas injected into storage less gas withdrawn from storage exceeds five (5) percent of customer average monthly requirements. In the event customer does so, Clarksville shall charge customer a penalty of fifty cents (\$0.50) per Mcf of such excess gas injected into storage each day such excess remains in storage. Such charges shall be in addition to all other remedies that Clarksville has and actions Clarksville may take to bring customer back into balance under this agreement.

Monthly gas balancing charges: Monthly balancing of quantities of gas owned by the customer and delivered to the department and the quantities of gas used by the customer and charges associated with such balancing shall be as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer.

The customer understands and recognizes that while variances between customer takes of gas as measured at the meter at its plant, plus shrinkage, and customer scheduled quantities on TGP for delivery at Clarksville's city gate are to be balanced daily under the agreement with respect to the swing transportation and storage service described in Section 2.4(a) of the agreement, and that the resulting daily transportation balancing charges under Section 4.2 of the agreement shall be assessed accordingly, balancing of the quantities of gas consumed by customer, plus shrinkage, and the quantities of gas scheduled for delivery on Clarksville's system by customer shall be performed monthly, not daily. This monthly balancing of the applicable quantities of gas shall be performed in accordance with the provisions of Section 4.3 of the agreement.

The charges and other provisions set forth in Section 4.3 of the agreement shall apply (i) if customer in any month has delivered more gas to Clarksville at Clarksville's city gate than customer has taken at the point of delivery exclusive of shrinkage (a "positive imbalance") or (ii) if customer in any month has delivered less gas to Clarksville's city gate than customer has taken at the point of delivery, plus shrinkage (a "negative imbalance"):

- (a) *Positive imbalances.* If customer at the end of any month has a positive imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to deliver the positive imbalance amount to customer at the point of delivery during the next succeeding month. If the positive imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect (i) to deliver the positive imbalance amount to customer during the next ensuing month or (ii) to pay customer a cash out amount equal to the "low price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (D), as amended.
- (b) *Negative imbalances.* If customer at the end of any month has a negative imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to require customer to make up the imbalance in kind during the next ensuing month. If the negative imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect to require customer (i) to make up the negative imbalance in kind during the next ensuing month or (ii) to pay Clarksville an amount equal to the "high price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (C), as amended.
- (c) *Notification.* At least ten (10) days prior to the end of any month, Clarksville shall notify customer by telephone and by fax which imbalance settlement option it has elected for the following month. Once a method has been selected, it will remain in place until further notice.

Sec. 13-318. - Governmental entity, utility, or cooperative.

To be eligible for firm sales service under this chapter, a governmental entity, public or private utility or public utility cooperative shall meet the following criteria:

- (1) The distribution mains owned and operated by the city gas and water department must be suitable for supplying the desired service; and
- (2) The customer must be a governmental entity, a public or private utility, or a utility cooperative who enter into and executes a written firm natural gas sales agreement with the City of Clarksville.

Sec. 13-319. - Weighted average cost of gas, interruptible service (WACOG).

- (1) *Availability.* The WACOG interruptible gas service rate shall be available for eligible governmental entities, public or private utilities, utility cooperatives, and commercial or industrial customers for all purposes where the city gas and water department's distribution mains are suitable for supplying the desired service. The department shall establish guidelines to determine customer eligibility for this service. The customer shall maintain, in a usable condition, facilities for substitute fuel or shall otherwise make provisions for the curtailment of gas service hereunder and shall agree to use such substitute facilities or curtailment provisions in order to curtail the use of gas up to one hundred (100) percent of the maximum requirements immediately upon verbal notice from the department and, after such curtailment, shall refrain from increasing the use of gas until permitted to do so by the department. It is understood and agreed that the department will have the right to cut off gas service to the customer in the event the customer fails to curtail his use of gas in accordance with the department's verbal notice of curtailment.
- (2) *Rate.* The rate shall be as described in City Code section 13-316(2). Upon the recommendation of the general manager/department head of the gas and water department, the mayor shall have the authority to, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the WACOG natural gas sales agreement entered into between the department and a specific industrial end use consumer under this section as the department and the mayor deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not served by the department.
- (3) *Minimum bill.* For services rendered under the WACOG rate, the minimum monthly bill shall be equal to the monthly meter charge for WACOG customers as listed in section 13-316(2).
- (4) *Contract period and billing.* Contracts shall be for a period of one year with monthly payment of service taken. The customer shall not be allowed to switch from this contract rate during the period covered.
- (5) *Penalty for unauthorized use.* In the event a customer uses gas in excess of the daily volumes allowed by the department during a curtailment period, the customer agrees to pay, in addition to the regular rate, an amount the department is penalized by the supplier and/or pipeline for the twelve-month period immediately following the month in which the breaching of the curtailment

agreement occurred. Each unauthorized use of gas, whether occurring in the same month or in different months of a contract year, will be subject to a separate penalty.

Secs. 13-320, 13-321. - Reserved.

Sec. 13-322. - Voluntary designation of money to fund recreational programs, etc. as option on utility bill.

As part of its billing procedures, the gas, water and sewer department shall provide a method by which persons who receive services from the department may voluntarily designate an amount of money in excess of one dollar (\$1.00) to fund recreational programs, facilities, and activities in the City of Clarksville.

If a customer indicates a willingness to contribute any amount pursuant to this section, the amount designated by the customer shall be billed to the customer in the next billing cycle, and shall be remitted to, separately maintained and accounted for in the recreation special revenue fund in accordance with the provisions of Ordinance No. 61-1997-98.

Failure of a customer to honor any commitment made pursuant to this section shall not be grounds for termination of any services to the customer, nor shall the city pursue collection of any unpaid pledges by any manner whatsoever.

The gas, water and sewer department is hereby authorized to charge and collect an administrative fee for implementation of the provisions of this section in an amount not to exceed \$0.10 (ten cents) per transaction. For purposes of this section, "transaction" shall include any activity undertaken by the department to record an individual's intention to contribute to, and collect and remit any monies received in connection with such pledges.

Sec. 13-323. - Natural gas interruptible transportation agreement—Modifications.

The department, the mayor, and the utilities of the city council shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the natural gas interruptible transportation agreement entered into between the department and a specific industrial end use consumer that is eligible for and has elected to receive interruptible transportation service as the department, the mayor, and the utilities committee of the city council deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not served by the department.

Sec. 13-324. - Sewer backup claims.

- (1) *Purpose.* This section establishes city department of gas and water (hereafter "department") policy and procedures pertaining to payment of claims for sewer backups.
- (2) *Definitions.* As used in this section, "sewer backup" means any backup of sewage from the city owned and maintained sewer system. "Sewer backup" does not include storm water drainage system backups.
- (3) *General responsibility for maintaining sewer service lines.* The department is responsible for maintaining sewer lines, sewer mains, manholes, pump stations and force mains located on city rights-of-way, easements, and city owned property. Maintenance of sewer service lines from the city owned sewer system to a property owner's structure is the responsibility of the property owner.
- (4) *Payment of claims caused by sewer backup.* Subject to any order of a court or administrative tribunal of competent jurisdiction, and in accordance with and to the extent allowed by law, the city/department shall not be responsible for, shall not assume any liability for, and shall not pay any sewer service customer's claim for any damages or costs, direct or indirect, of whatever kind or nature whatsoever, associated in any manner with any sewage backup or blockage onto private property, unless such damages are caused by: (a) a dangerous or defective condition of the city sewer system located on land owned or controlled by the city, to include city rights-of-way and easements, and which such dangerous or defective condition the city/department had actual or constructive notice of prior to the occurrence of the sewer backup damage(s); or (b) the negligence of any city employee(s) acting within the scope of his employment, except as otherwise provided by law. It shall be the responsibility of the sewer service customer making a claim to submit sufficient and satisfactory evidence as determined by the city risk manager or city attorney to substantiate the claim.
- (5) *Procedure.* A department customer seeking to make a claim for sewer backup damages will be advised to submit a written claim to the city risk manager using claim forms as adopted by the risk manager. All claims must be filed within thirty (30) days of the incident/occurrence giving rise to the claim. The risk manager shall investigate the claim and may review same with the department general manager or his designee, and such others as the risk manager may determine appropriate, and may consult with the city attorney, and shall thereafter deny the claim, or approve payment of the claim in whole or in part, as is appropriate under the law and facts of each case and as consistent with the provisions herein, but any payment made shall not exceed the amount permitted by law. The risk manager authority to approve claim amounts shall be the same as that provided in the city internal service fund policy, and the city attorney shall have authority to approve the payment of any claim exceeding the authority of the city risk manager to the same extent as provided in the city internal service fund policy, and the gas and water committee of the city council shall have authority to approve payment of any claim exceeding the authority of the city attorney as established in the city internal service fund policy.

Sec. 13-325. - Authority to negotiate terms and to contract with large industrial consumers of large volumes of natural gas.

Notwithstanding any other provisions in the Official Code of the city to the contrary, the city, through the department of gas and water, shall have the authority to negotiate individual contracts with large industrial or business consumers of natural gas, pertaining to the provision, sale and/or transportation of large volumes of natural gas, and which such contracts may contain terms, provisions and conditions different from or in conflict with other City Code sections pertaining to the provision of natural gas service, to the extent permitted by state and federal law. All such contracts shall be approved by both the mayor and the gas and water committee of the city council or any successor committee or board with authority over the city's department of gas and water. Only those customers with a minimum annual average usage or expected usage of three thousand (3,000) dekatherm per day shall be eligible for consideration under this provision. This provision shall not be construed to require the city to enter into any contract, or to agree to any specific terms, conditions, or provisions, with any natural gas customer.

Chapter 4 - WATER AND/OR SEWER SERVICE TO PARTICULAR AREAS OR SUBDIVISIONS **REVISIONS**

Sec. 13-401. - Generally.

- (1) *Plans required.* Any person desiring to have water and/or sanitary sewer service made available to a particular area or subdivision shall have detailed plans of the proposed system prepared by a person qualified under the terms of the act creating for the State of Tennessee a state board of architectural and engineering examiners and amendment to the registration law passed in the Tennessee Legislature on February 10, 1970, and shall have the necessary professional seal affixed.
- (2) *Plans to conform to city standards.* The plans of the proposed water and/or sanitary sewer systems shall conform to the regulations and specifications of the City of Clarksville and shall have the approval of the city engineer written thereon.
- (3) *Approval by state agency.* The plans shall meet the designs standards of the Tennessee Department of Environment and Conservation. Approval of the plans must be obtained from the Tennessee Department of Environment and Conservation except cases where the City of Clarksville has been delegated this authority by the Tennessee Department of Environment and Conservation, the city engineer may approve such plans and may collect a plans review fee as established by the public utilities committee, said fee not to exceed the fee that would otherwise be required and charged by the Tennessee Department of Environment and Conservation.
- (4) *Permit.* A permit shall be issued by the city engineer to persons qualified and having a thorough knowledge of utility construction for extensions of and connections to the water and/or sanitary sewer systems of the City of Clarksville including services. This work shall be inspected by the city, and only after the work has been inspected and all irregularities corrected will the system or lines be served by the City of Clarksville.
- (5) *Cost breakdown; as-built plans.* Upon acceptance of the water and/or sanitary sewer system by the city engineer, the person designing the system or the owner shall furnish the city an itemized cost breakdown of the components of the system and a set of "as-built plans," showing in detail the location of all lines, line sizes, service connections, valves, fire hydrants, manholes, etc. Until these costs and plans are received, service to the system will be denied.
- (6) *Changes.* No changes in construction from that as shown on the plans approved by the city engineer will be allowed without his written permission.
- (7) *Taps.* The City of Clarksville shall make all taps for water service lines, and all sanitary sewer laterals, not larger than six (6) inches, on water and sanitary sewer mains that are accepted and owned by the City of Clarksville.
- (8) *Excavations.* All excavations for the installation, replacement, or repair of water service lines or sanitary sewer laterals located in the paved portions of streets, roads or highways maintained by the City of Clarksville, Montgomery County, or the State of Tennessee shall be backfilled entirely with crushed stone.

- (9) *Tapping fees.* There shall be charged and collected the cost of all taps made by the City of Clarksville and the cost of all service lines or laterals that have been installed by the City of Clarksville prior to any person connecting thereto.
- (10) *CCTV inspection fee.* There shall be a fee established by the general manager, or his designated representative, and approved by the gas and water committee for the cost of closed circuit television inspections and other equipment necessary to perform closed circuit television inspections of sewer lines.
- (11) *Maintenance.* Each customer/owner shall be responsible for the normal routine maintenance and inspection of the sanitary sewer service line serving the property from the building to the point where it connects to the city's main sewer. In cases where the customer or customer's plumber cannot clear the line outside of the customer's property by normal sewer rodding methods or it becomes necessary to replace the noted portion of service line, the city will assume responsibility for major maintenance, repair, or replacement of that applicable portion of the sewer service from the city sewer main to the point it crosses onto the owner's property. Each customer/owner is required at his expense to repair/replace the domestic sanitary sewer service if found defective by the city during inspections of the sanitary sewer system. The city will give written notification of the defective sanitary sewer service to the person responsible under this section for the repair/replacement of the defective domestic sanitary sewer service. Correction shall be made within sixty (60) days after notification. If the correction has not been made within sixty (60) days following the date of notification, the city shall assess a fine in accordance with the general penalty clause of this Code for each day that the repair/replacement has not been made or terminate the water service to the residence.
- (12) *Exceptions to permit requirement.* No permit will be required for work done by employees of the City of Clarksville or by persons having a contract to do such work with the City of Clarksville.
- (13) *Penalty for illegal connections.* Any person who without the knowledge of the city engineer connects to any water and/or sanitary sewer line, or appurtenance thereto that is owned and operated by the City of Clarksville, shall be guilty of a misdemeanor, and in addition to pecuniary penalties provided in the general penalty clause for this code.

Sec. 13-402. - Connection with the city system and execution of agreements.

Upon the execution of agreements and delivery of the conveyance provided herein, the city shall:

- (1) *Connectors.* Permit the distribution/collector system and/or trunk lines to be connected with the city's water and/or sewer system and be serviced by the distribution/collector system and/or trunk lines after the installation of city-owned water meter for each service.
- (2) *Charges.* Charge for water and/or sewer service at the rate being charged other customers in similar locations.
- (3) *The developer of the water and/or sewer system shall be responsible for all costs associated with the water and/or sewer infrastructure or improvements, including both on-site and off-site cost. The city may require that water and/or sewer infrastructure or improvements be designed and installed larger or differently than that immediately necessary (upgrade) to serve the subdivision or area under development in order for any utility or service to be extended to other developments or areas in the future. The developer shall be responsible for the full cost*

of any upgrades required by the city. However, the developer may be eligible for reimbursement of the cost of the upgrades as provided in section 13-403. At the city's discretion, reimbursement cost, when allowed, shall include all labor, equipment, supplies and other incidentals necessary for construction of the project and shall exclude any engineering, surveying, legal or administrative costs.

- (4) Pump stations and force mains are not allowed if the development can be served by the extension of gravity sewer.
- (5) Should the development require any existing water and/or sewer infrastructure or improvements be upgraded, the developer will be responsible for all of the costs associated with the upgrade to the existing infrastructure or improvements. No reimbursement of any type will be made.

Sec. 13-403. - Eligibility and method of reimbursement.

- (1) *Eligibility.* The developer must strictly adhere to the city's purchasing guidelines (bid process) to qualify for any reimbursement. Reimbursement shall be based on actual costs of the infrastructure or improvements and shall require full supporting documentation to support any request for reimbursement. The only cost that shall qualify for reimbursement is the cost of any upgrade as required in subsection 13-402(3). On projects requiring upgrades, and for which reimbursement is requested, any reimbursement for consideration must be based upon the publicly bid price of the infrastructure or improvements without the required upgrades (base bid) and the publicly bid price of the infrastructure or improvements with the required upgrades. The amount of eligible reimbursement shall be determined by the cost differential calculated by subtracting the base bid amount from the upgrade bid amount.
- (2) *Method of reimbursement.* Projects that meet the eligibility requirements for reimbursement shall be approved by Clarksville Gas and Water prior to the bid process. Upon completion of the project and acceptance by the city, and submittal of all required documentation by the developer, the city and developer shall enter into an agreement that specifies the amount of reimbursement available. A basin fee shall be established for the area that necessitated the upgrades, inclusive of the developer's project based on the future development potential of the area and the cost of the upgrades required. The basin fee shall be in addition to any other fees, rates, or payments required by the city. The basin fees paid to the city in the month prior to connect to the water and/or sewer improvements in the area that necessitated the upgrades shall determine the amount of the monthly reimbursement payable to the developer. When reimbursement is allowed, the developer reimbursement will be monthly for a period not exceeding five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city, or the developer has fully recovered the actual costs eligible for reimbursement, whichever occurs first. Notwithstanding anything herein to the contrary, no reimbursement may be made after the passing of five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city.

Sec. 13-404. - Reserved.

Sec. 13-405. - Areas serviced outside the city.

The city shall be under no obligation to enter into any contract for, or to provide, any water or sewer system or service outside the city limits; however, in areas outside the city limits where the city has utility service rights, the ~~city council~~ **general manager of the department of gas and water, or his/her designee(s) made in writing,** may approve ~~by ordinance~~ the extension of water or sewer service when sufficient capacity exists, or can be feasibly made to exist, and when the extension will benefit the city by increased revenues or the avoidance of future system costs required by annexation. Requests for extension of city water or sewer systems or service outside of city limits shall be made by **application** ~~submittal of construction plans depicting said proposed extension(s) to the gas, water and sewer committee of the city council, which shall consider the recommendation of the~~ gas, water and sewer department ~~regarding extension of water or sewer systems or service, and said committee shall make a recommendation for approval or disapproval of an application regarding extension of water or sewer systems or service outside of city limits to the city council.~~ The city council gas, water, and sewer department shall ~~consider the recommendation of the department and the committee, and thereafter shall vote on~~ review the submitted plans and make a decision ~~whether~~ to approve or disapprove the ~~application plans.~~ If approved, said approval shall be for a period of one (1) year beginning on the approval date stamped on the construction plans ~~of vote for approval by the city council. An applicant's failure to submit construction plans for approval by the gas, water and sewer department within one (1) year of the date of city council approval shall render the prior approval of extension of water or sewer service by the city council null and void. Further, an~~ An applicant's failure to start construction within one (1) year of approval of construction plans by the gas, water and sewer department shall ~~likewise~~ render the prior approval of extension of water or sewer service ~~by the city council~~ null and void. All standards for plans submission, construction, and reimbursement shall be the same as for developments within the city; however, all water and sewer usage rates shall be at the outside-of-city rates.

Sec. 13-406. - City reserves right of eminent domain.

The city reserves all of its rights of eminent domain and condemnation.